

# **General Terms and Conditions – King’s Social House & Paradiso Mountain Club & Restaurant**

Badrutt’s Palace Hotel AG in St. Moritz operates the King’s Social House and the Paradiso Mountain Club. To ensure you have a successful dining experience, we request that you carefully read the following terms and conditions which form an integral part of the contract. We would like to thank you for your understanding and taking notice of these conditions.

## **1. Area of validity and contract partner**

The general terms and conditions (GTCs) apply to the contractual relationship between the individual guest (hereinafter referred to as the “individual guest”, “guest”, or “you”) and Badrutt’s Palace Hotel AG (hereinafter referred to as the “hotel” or “we”). Individual guests are deemed to be all guests holding reservations for a group of up to 9 persons. Groups of over 10 people are deemed to be group bookings and are subject to the [terms and conditions for groups](#).

## **2. Conclusion of contract**

1. The provisions of the Swiss Code of Obligations apply to the conclusion of the contract. Normally, the contract is concluded by a reservation confirmation provided orally or in electronic form by the hotel.
2. You acknowledge the version of the GTCs valid at the moment of the conclusion of the contract.
3. Any other contractual conditions, even those which the guest declares to be applicable upon the conclusion of the contract, are only valid if and to the extent that they have been explicitly recognized in writing by the hotel.
4. If the guest desires services which are not provided by the hotel, the hotel acts as the intermediary. These services are charged separately and the contracts for these services are not concluded with the hotel.
5. If a third party makes a reservation for the guest, this third party is liable to the hotel together with the guest as a joint debtor for all the obligations from the contract. Each third party is obliged to forward all reservation-relevant information, in particular these GTCs, to the guest.

## **3. Services, prices, payments for no-shows, invoicing**

1. The hotel is obliged to keep the table reserved by the guest ready according to the reservation and in accordance with these GTCs, and to perform the agreed services.
2. The hotel will keep the guest's reservation until 15 minutes after the confirmed reservation time. Thereafter, the hotel is free to give the reserved table to other guests at its sole discretion. Notwithstanding the foregoing, the hotel does not waive its entitlement to a no-show-fee.
3. The guest is obliged to pay the applicable or agreed price of the hotel for the provision of the table and the other services agreed. This also applies for services requested by the guest and expenses of the hotel with third parties. The agreed prices are quoted in Swiss Francs, including the legally applicable VAT rate. If the period of time between the conclusion of the contract and the arrival of the guest exceeds four months, and the legal VAT rate or any other local taxes and duties increase, or if new local taxes and duties are introduced, the hotel reserves the right to increase the agreed prices by the amount of the rise in VAT or local taxes and duties, or by the amount of the newly introduced local taxes and duties.
4. In case of a no-show at Paradiso Mountain Club (i.e. the not appearance of the guest for the made reservation without prior notice to the hotel 24 hours prior the time of the reservation), guest will be charged a fee of CHF 50.00.- ("no-show-fee") per person. The no-show-fee will be charged to the credit card account of the guest provided to the hotel with the reservation.
5. If an invoice is provided and nothing else has been agreed in writing, the invoice must be paid at the latest before the guest leaves. Invoices of the hotel without a due date are to be paid within 10 days of the date of invoice, without deduction. The hotel is permitted to invoice any charges incurred at any time and to request immediate payment. In the event of a default in payment, the hotel is

permitted to charge the legally applicable default interest of 5% of the invoice amount, after the first reminder. Further claims for damages of the hotel remain reserved.

6. The hotel accepts cash and credit cards (Eurocard/Mastercard, VISA, American Express, Diners Club, JCB and CUP) as forms of payment. Cheques are not accepted.

#### **4. Club fee and reservations during peak season**

1. The hotel can charge a club fee and make the entrance to the club dependent on the prior payment of such a fee. The following club fees apply:
  - Paradiso Mountain Club - lower floor: CHF 40.00.-
2. During the peak season, from 21. December 2022 to 8. January 2023, no reservations can be made for the Paradiso Mountain Club.

#### **5. Withdrawal of the contract**

1. The hotel is permitted to withdraw from the contract extraordinarily based on justified grounds, for example if :
  - Force majeure events;
  - other conditions which are not the fault of the hotel which make the execution of the contract impossible;
  - the hotel has justified cause to assume that the use of the hotel services could danger smooth business operations, safety or the hotel;
2. If the hotel withdraws from the contract with good cause, the customer is not entitled to any compensation.

#### **6. Liability of the hotel**

1. The hotel is only liable for willful conduct and gross negligence. Any other liability, particularly the liability for slight negligence and for auxiliary persons, is fully excluded.
2. If a guest is provided with a parking space in the hotel garage or on the hotel's car park, even if a fee is charged, or if the hotel provides any other possibility to deposit personal belongings of the guest, including but not limited to skis, sledges, snowboards, etc., no custody agreement is concluded as a result. The hotel has no monitoring obligation. If parked or taxied vehicles and their contents as well as deposited belongings are lost or damaged on the hotel premises, the hotel is not liable for them, provided the hotel, its legal representatives or vicarious agents have not acted with wilfully or gross negligent. In these cases, the damage must be asserted against the hotel at the latest upon leaving the hotel premises.
3. The hotel assumes no liability for services of sub-contractors performed at the hotel.
4. All claims against the hotel shall expire in general six months after departure, provided the mandatory legal provisions do not specify longer periods.

#### **7. Data privacy**

The collection and processing of personal data about the guest by the hotel is explained in the data privacy statement. This forms an integral component of these GTCs. The data privacy statement can be accessed [here](#).

#### **8. Assignment**

The hotel reserves the right to assign or pledge any claims against the guest arising from this contract, including any partial instalments, default interest and dunning fees, to third parties.

## **9. Final provisions**

1. If individual provisions of these GTCs are or become unenforceable or invalid, the validity of the rest of the provisions is not affected. The legal provisions apply in general.
2. This contract is exclusively subject to Swiss law.
3. The parties hereby agree that the exclusive place of jurisdiction is St. Moritz / Switzerland.

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