



BADRUTT'S PALACE
ST. MORITZ SWITZERLAND

General Terms and Conditions – Restaurants and Club

Badrutt's Palace Hotel AG in St. Moritz operates various restaurants inside and outside the hotel as well as the King's Social House in order to guarantee you a successful dining experience. We kindly ask you to read the following General Terms and Conditions carefully, which form an integral part of the contract. We thank you for your understanding and for taking note of these terms and 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 11 persons. Groups of over 12 persons are deemed to be group bookings and are subject to the General terms and conditions for seminars, conventions and banquets.

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 hold the reserved table for up to 15 minutes after the confirmed reservation time. After that, the hotel is no longer bound by the reservation and may, at its discretion, allocate the table to other guests and forgo providing services to the tardy guest. Notwithstanding the foregoing, the hotel does not waive its right to charge 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.



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ST. MORITZ SWITZERLAND

4. In case of a no-show at any restaurant operated by Badrutt's Palace Hotel (i.e., the guest does not arrive for the booked reservation without prior notification to the hotel 24 hours before the reservation time), a fee of CHF 50.- ("no-show fee") per person will be charged. The no-show fee will be charged to the guest's credit card provided at the time of 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 at the Paradiso Mountain Club

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.-

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.



BADRUTT'S PALACE
ST. MORITZ SWITZERLAND

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.

Status: May 2024