



BADRUTT'S PALACE
ST. MORITZ SWITZERLAND

General business terms and conditions (individual guest)

Badrutt's Palace Hotel AG (Badrutt's Palace Hotel) in St. Moritz will gladly organise your relaxing stay for you. In order to ensure a successful experience, we ask that you carefully read through the following business terms and conditions, which are a component of the agreement. We thank you for your understanding and cooperation.

1. Contractual conclusion

1. The provisions of the Swiss Code of Obligations shall apply for the realisation of the agreement. As a rule, the agreement shall be realised through a reservation confirmation signed by both parties or by the unconditional acceptance of the hotel's offer by the guest.
2. Contracts are only realised with persons aged over 18 years.
3. The customer's business terms and conditions shall only apply if this has been expressly agreed in writing in advance.
4. If the guest wishes to receive services which are not provided by the hotel itself, then the hotel shall act merely as an intermediary. These services shall be separately billed.

2. Prices, down payment, billing

1. The prices are derived from the contractual conclusion (reservation confirmation) or respectively the price list forming its basis and are in Swiss francs.
2. In the absence of an agreement to the contrary, the prices are understood to include breakfast.
3. Depending on the scope of the booking, an advance payment or a guarantee by means of a credit card with a corresponding signature must be provided by the guest. If a down payment has been agreed, it must be made within the agreed timeframe. Otherwise, the hotel may freely dispose of the rooms.
4. The bill must – if nothing to the contrary has been agreed – be settled no later than upon the departure of the guest. As suitable payment methods, the hotel accepts cash, credit cards (Euro/MasterCard, VISA, American Express, Diners Club and JCB) as well as 'Swiss Bankers' or 'American Express' Traveller's Checks. Other checks are not accepted.
5. Hotel bills without a due date are payable in full within 10 days of billing. The hotel shall be entitled at any time to bill for any payment claims incurred and to demand immediate payment. In the event of late payment, the hotel shall be entitled to demand the respectively valid statutory default interest in the amount of 5 % of the invoiced amount. The hotel reserves the right to document higher damage amounts.
6. The agreed prices include the respectively valid statutory VAT and other taxes. The hotel reserves the right to make an adjustment to the agreed prices based upon changing statutory taxation rates.

3. Guest rooms / Cancellation terms and conditions

Arrival / Departure times

1. The hotel rooms may be occupied beginning at 2:00 p.m. and must be vacated by 12:00 p.m. on the day of departure. In the event that the guest needs to arrive earlier or leave later, the room may also be occupied earlier or vacated later by making arrangements with the hotel. If the guest occupies the room longer without having made prior arrangements with the hotel, the hotel may bill 50 % of the listed room price until 6:00 p.m. and 100 % after 6:00 p.m.

Badrutt's Palace Hotel, Via Serlas 27, 7500 St. Moritz, Switzerland

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Cancellation terms and conditions

Cancellation upon the part of the guest

2. If a guest needs the room later than agreed, doesn't need it at all or vacates it early, the following cancellation terms and conditions shall apply:

| | |
|-------------------------------------|--------------------------------|
| Up to 28 days before arrival | no cancellation fees |
| 21 - 27 days before arrival | 20 % of the arrangement price |
| 14 - 20 days before arrival..... | 40 % of the arrangement price |
| 7 - 13 days before arrival | 60 % of the arrangement price |
| 6 days or less before arrival | 100 % of the arrangement price |

The point in time when the hotel is notified of the cancellation shall be prevailing for the calculation of the cancellation fee amounts.

3. Badrutt's Palace Hotel reserves the right to individually adjust the cancellation terms and conditions based upon the scope of the booking; this shall be noted in the confirmation (agreement). Any revocation of/changes made to the cancellation deadlines by the guest is possible only with the written approval of the hotel.
4. The hotel must offset the proceeds received from the leasing of the rooms to third parties against the cancellation costs.

Cancellation upon the part of the hotel

1. Rooms may be used only for lodging purposes. The hotel shall be entitled to dissolve the agreement without notice and with no further announcement if the agreement has been concluded based upon false or misleading declarations or the room is not used in a contractual manner.
2. If an agreed advance payment is not made even after the lapsing of a subsequent, appropriate notice period which has been set by the hotel, then the hotel shall be entitled to withdraw from the agreement.
3. Furthermore, the hotel shall be entitled to make extraordinary termination of the agreement due to an objectively justified reason; for example, if
 - force majeure or other circumstances outside of the control of the hotel make the fulfilment of the agreement impossible.
 - the hotel has a justified reason to assume that the availment of the hotel's services may endanger seamless business operations, safety or the hotel.
4. In the event that the hotel makes a justified contractual termination, the customer shall have no claim to damage compensation.
5. If the hotel cannot fulfil its obligation to perform owing to an overbooking, it must offer the guest comparable replacement lodging in another hotel.

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4. Liability of the hotel

1. The hotel shall be liable for the objects which the guests bring along into the hotel, in accordance with the statutory provisions. It is expressly agreed that no liability shall apply for simple negligence.
2. Badrutt's Palace Hotel assumes no liability for services of subcontractors within the hotel, namely the Palace Ski School, the Palace Sport Shop as well as the hairdressers.
3. In the event that the guest should suffer damages or not be satisfied with the hotel's services, then he / she must immediately report this to the hotel. Otherwise, he / she may not assert any more rights.
4. All claims against the hotel shall become fundamentally statute-barred 6 months after departure, provided that the mandatory statutory provisions do not stipulate longer timeframes.

5. Final provisions

1. To the greatest extent possible, amendments of or supplements to the agreement or the reservation confirmation shall always be in writing. Unilateral amendments or supplements shall be invalid.
2. Through the customer's signing of the agreement / reservation confirmation or unilateral confirmation of a booking by the customer, the latter is considered to have accepted the "General Business Terms and Conditions".
3. This agreement shall be subject exclusively to Swiss law.
4. The parties are in agreement that the exclusive legal venue shall be St. Moritz, Switzerland.

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