



BADRUTT'S PALACE
ST. MORITZ SWITZERLAND

General business terms and conditions for seminars, conventions and banquets

Badrutt's Palace Hotel AG (Badrutt's Palace Hotel) in St. Moritz loves to organise the perfect event. We ask you to 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

The provisions of the Swiss Code of Obligations shall apply for the realisation of the agreement.

The reservation agreement and its amendments with regards to the services of Badrutt's Palace Hotel shall only become binding for both parties if the hotel and the event organiser have confirmed them in writing or provided return confirmation.

2. Options

Option dates are binding for both parties. After the expiration of the option period, Badrutt's Palace Hotel may have access to all rooms if no written order confirmation (reservation agreement) exists which has been signed by both parties.

3. Prices, down payments, invoicing

3.1 The prices shall be derived from the reservation agreement or respectively the price list which forms its basis and are stated in Swiss francs. In the absence of an agreement to the contrary, the prices are understood to include tourist tax, service and VAT.

3.2 Badrutt's Palace Hotel shall be entitled to demand a full or partial advance payment in the scope of the reservation, particularly for larger events or if the customer is not also the event organiser. Event organisers with an address abroad must pay a 100 % advance payment.

3.3 The (remaining) bill must – provided that nothing to the contrary has been agreed – be settled upon the customer's departure.

4. Menu/Programme/Attendee numbers

4.1 All information which is important for holding an event, such as menu and wine choices, seating, table and hall decorations, menu printing, etc. must be submitted to Badrutt's Palace Hotel no later than 15 days before the event, and an exact programme agenda no later than 5 days before the event.

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- 4.2 The event organiser shall be obliged to notify Badrutt's Palace Hotel of the final and binding number of attendees for seminars/conventions/banquets as soon as possible, nonetheless no later than 48 hours before the beginning of the event.

Downward deviations of attendee numbers in comparison with the final figures submitted shall be taken into consideration at a maximum of 10% and included in the billing. Any more extensive downward deviations cannot be taken into consideration and shall be at the expense of the event organiser.

e.g.	Persons reported	120
	Present	105
	Calculation tolerance	120 - 10% (12 persons) = 108 persons who are included in the billing

5. Availability of the rooms

Our rooms are made available to the customers in accordance with the understandings specified in the agreement.

6. Technical and audio-visual materials

Costs for technical services as well as material rental from third-party companies shall be charged to the customer (see also 9. Settlement of payment to third parties). Badrutt's Palace Hotel assumes no responsibility whatsoever for any materials which are rented.

7. Cancellation terms and conditions

Cancellations of seminars/conventions/banquets must be reported to Badrutt's Palace Hotel by the event organiser as early as possible and in writing. If the reservation is completely cancelled by the event organiser, Badrutt's Palace Hotel shall charge the following cancellation costs to the event organiser, provided that other agreements have not been explicitly reached in the confirmation:

Cancellation of events of up to 29 persons

31 to 60 days before the event:	25% of the total arrangement price
15 to 30 days before the event:	50% of the total arrangement price
0 to 14 days before the event:	75% of the total arrangement price
Day of the event:	100% of the total arrangement price

Cancellation of events of 30 or more persons & excluding bookings of rooms

61 to 90 days before the event:	25% of the total arrangement price
31 to 60 days before the event:	50% of the total arrangement price
15 to 30 days before the event:	75% of the total arrangement price
14 or less days before the event:	100% of the total arrangement price

The point in time when Badrutt's Palace Hotel is notified of the cancellation shall be prevailing for the calculation of the cancellation fee amount.

If Badrutt's Palace Hotel has a justified reason to assume that the event may endanger seamless business operations, safety or the reputation of Badrutt's Palace Hotel, then Badrutt's Palace Hotel shall be entitled to dissolve the reservation agreement at any time without being required to provide compensation.

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8. Events

- 8.1 If arrangements are made, Badrutt's Palace Hotel will be glad to provide attended cloakrooms.
- 8.2 Every organiser of an event (with the exception of family events and weddings) with musical entertainment is obliged to report this to SUIA (Swiss Company for the Rights of Composers of Musical Works). Badrutt's Palace Hotel assumes no liability whatsoever for the non-adherence to the reporting obligation upon the part of the event organiser.
- 8.3 Any lengthening of the event, particularly during night-time hours, is possible only after having received Badrutt's Palace Hotel's prior approval. Any additional costs for such lengthening of the event (e.g. employee costs) shall also be billed.
- 8.4 Any type of advertising, brochures, etc. which include Badrutt's Palace Hotel's name shall require the prior written approval of Badrutt's Palace Hotel.
- 8.5 If no other written agreement has been made, the event organiser shall procure all foods and beverages from Badrutt's Palace Hotel.

9. Settlement of payment to third parties

For services and goods rented from third parties, organised by Badrutt's Palace Hotel, the relevant fee will be charged according to the agreement in the individual contract.

10. Liability

Badrutt's Palace Hotel shall be liable to the event organiser only for damages caused by intentional wrongdoing or gross negligence. Badrutt's Palace Hotel assumes no more extensive liability.

The event organiser shall be liable to Badrutt's Palace Hotel for all damages and losses which are caused by the event organiser or its auxiliary personnel or event attendees.

No additional decoration materials may be used without the express approval of Badrutt's Palace Hotel. The event organiser shall be responsible for ensuring that the decoration materials he / she uses correspond to fire safety directives. Badrutt's Palace Hotel may demand documentation to support this. The event organiser shall be liable for any non-adherence to fire safety directives.

11. Applicable law/Legal venue

This agreement shall be subject exclusively to Swiss law.

The parties are in agreement that the exclusive legal venue shall be St. Moritz, Switzerland.

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