

General Terms and Conditions – Palace in the Air

Badrutt's Palace Hotel AG in St. Moritz is pleased to organise a personal service for you including your flights. To ensure service quality, we ask you to carefully read the following terms and conditions, which are integral part of the contract. We would like to thank you for your understanding and taking notice of these conditions.

1. Contractual partners and customer service

1. Purchase contracts for flight services booked through <https://www.badruttspalace.com/en/badrutts-social/palace-in-the-air> are made with Badrutt's Palace Hotel AG (hereinafter referred to as "we", "Hotel" or "Seller"), Via Serlas 27, CH-7500 St. Moritz (CHE-105.980.962).
2. Queries regarding flight bookings, flight times, complaints and enquiries should be directed to the hotel's customer service: by email to reservations@badruttspalace.com or by post to the above address.

2. Scope of application

1. These General Terms and Conditions ("GTC") apply to all flight bookings of the Customer ("you", "Customer", "Purchaser" or "Passenger") with the Hotel including carriage. As part of the booking process, you accept the GTC in the version that is valid at the time of booking.
2. Other contractual conditions, including those that the Customer declares to be applicable when accepting the contract, shall have validity only if and insofar as they have been expressly accepted by the Seller in writing.
3. For reservations or bookings of additional services, the specific GTC in each case shall apply [[Individual Guest GTC](#), [Wellness GTC](#) and [Groups GTC](#)].

3. Booking

1. Bookings can be made through the Hotel Reception, on the Internet, by telephone or by email (customer service: reservations@badruttspalace.com, Telephone: +41 (0)81 837 10 00). The Passenger must provide a contact address, telephone number and email address at the time of booking through which he must be able to receive necessary communications from the time the booking is made through to full completion of the booked travel service.
2. The latest booking time, provided there is capacity, is 72 hours before the flight time, after which time bookings can only be made through Customer Service at reservations@badruttspalace.com, Telephone: +41 (0)81 837 10 00, provided there are still places available at the time. The booked flight is valid only for the named Passengers and, unless otherwise agree, is not transferable. During the booking process, the full first name and surname of the Passenger or Passengers must be provided as per their valid official identity document (e.g. passport, identity card etc.).

4. Conclusion of contract

1. Online:
 - a. The display of flight options on our website does not constitute a binding offer in the legal sense, but is a non-binding online catalogue.
 - b. Only when you have selected the desired flight, chosen a payment method, confirmed our GTC and clicked on the "Book" button, you submitted a legally binding offer to conclude a contract regarding the booking.
 - c. You will then receive an automatically generated email confirming that we have received your order.



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- d. The binding acceptance of your booking and the conclusion of the associated contract take place by means of a flight confirmation by email. A contractual relationship is established only once this electronic flight confirmation is sent to the Passenger. Beforehand all offers and prices may be subject to change. We reserve the right to not accept or confirm certain bookings, for whatever reason.
2. By telephone or directly with the Hotel Reception:
 - a. Reference made by our staff to flight options does not constitute a binding offer in the legal sense, but is a non-binding presentation of possible flight options.
 - b. Only once you have communicated to us your desired flight, you provide us with a legally binding offer to conclude the contract regarding the booking.
 - c. The binding acceptance of your booking and the conclusion of the associated contract take place by means of a flight confirmation by email or in printed form. A contractual relationship is established only once the electronic flight confirmation is sent or the confirmation is handed to the Passenger. Beforehand all offers and prices may be subject to change. We reserve the right to not accept or confirm certain bookings, for whatever reason.

5. Flight tickets and travel documents

Upon making the booking, the Passenger will receive a booking confirmation with booking number by email, or will be handed a printed copy thereof. In principle no paper tickets will be issued. 72 hours before flight departure, the Passenger will receive the flight ticket electronically, which must be presented at check-in. Also at check-in, every Passenger must present a valid official identification document, the necessary visas and any necessary health documents that may be required (e.g. doctor's certificates, proof of vaccinations etc.).

6. Prices and reservation of the right to make price adjustments

1. The final services and prices are those confirmed at the time of booking. These are valid only for the carriage of the Passenger named in the booking confirmation from the place of departure to the place of arrival stated in the booking confirmation and at the stated times including transfers from the Hotel to St. Moritz airport and from St. Moritz airport to the Hotel. Prices include all taxes and fees as well as in-flight catering and refreshments. Special requests are not included in the price, and these will be charged to the Passenger separately. Payment must be made at the time of booking, whereby the Passenger confirms the booking by making a 100% pre-payment.
2. Children under the age of two travel free with one parent (one child per parent). For children aged two years and over, a full-price ticket and their own seat are required.
3. In some countries, taxes and other duties may be levied by the authorities or airport operators directly to the Passenger. These are therefore not included in the flight price and must be paid in addition by the Passenger.
4. We reserve the right to increase the flight price confirmed at the time of booking if there are more than two (2) months between conclusion of the contract and the agreed flight departure date and circumstances lead to the increase in the flight price that did not exist before the contract was concluded and could not have been foreseen or avoided by us. The increase is only permissible when airport or other fees or surcharges and/or payments relevant to the Passenger are newly introduced or retrospectively increase by a minimum of 5% and this is communicated to the Passenger immediately and, at the latest, on the 21st day before the date of departure. In the event of price increases of more than 5% of the total flight price after conclusion of contract, the Passenger is entitled to withdraw from the contract free of charge. The Passenger must take advantage of this right immediately after being informed of the price increase, by contacting the Customer Service (reservations@badruttspalace.com, Telephone: +41 (0)81 837 10 00).



7. Payment options

1. Flights which you have booked with us can be paid for by means of credit cards accepted by us or by bank transfer. We reserve the right to refuse to accept certain means of payment without any further explanation in general or for individual Passengers.
2. **Non-payment**
Non-payment or late payment entitles us to refuse all services to be rendered.
3. **Free-of-charge payment options and chargebacks**
In principle, our payment options are offered to the Passenger free of charge. In the event of a charge-back, the fees in question must be paid by the Passenger.
4. **Assignment of claims**
The Hotel reserves the right to assign or pledge the price claims against the client arising from this contract, including any partial instalments, default interest and dunning fees, to third parties.

8. Name and rebooking

1. A change of name or Passenger is possible up to 72 hours before the scheduled departure. The Passenger shall pay the additional costs thereby incurred. If, at the time of the Passenger change, the current flight price is higher than it was in the original booking, the difference must be paid by the Passenger.
2. Changes to a booking can be made up to 48 hours before departure, provided that seats are available on the desired flight. We are entitled to charge an administration fee of CHF 100.00 at our discretion for flight changes. If, at the time of the rebooking, the current flight price is higher than it was in the original booking, the difference must be paid.
3. The Passenger is obliged to make both the outward and return flights. No reimbursement of the ticket price shall be made for no-shows on the outward and/or return flights.

9. Cancellation

Once the flight journey has been contractually agreed, cost-free cancellation is excluded.

10. Flight time changes and other changes

1. We will inform the Passenger of the scheduled departure time at the time the booking is made. Under certain circumstances, flight times may change after the booking is made. As far as possible, we will inform the Passenger of such a change. If the change is substantial and is not reasonable for the Passenger, and insofar as a change of booking on a different and acceptable flight is not possible, the Passenger has the right to reimbursement of the flight price. Other rights of the Passenger remain unaffected. The Passenger is advised to call the Customer Service (Telephone: +41 (0)81 837 10 00) between 24 and 48 hours before the scheduled departure time to confirm the flight time.
2. We reserve the right – where necessary – to change the aircraft. Fulfilment of the transportation will be carried out by a third party/agent, whereby we will remain responsible for the transportation booked. We will inform the Passenger of any such changes as appropriate and where necessary. In every case, the Passenger will be apprised of the situation at check-in, or, at the latest, upon boarding.



11. Delays and deviations

1. The liability whatsoever for delays as a result of force majeure, the air-traffic situation, weather conditions or other influencing factors outside of our control is excluded. The flight times in question, and in particular the arrival times, are purely indicative.
2. Should the aircraft be deviated due to force majeure, the air-traffic situation, weather conditions or other influencing factors outside of our control, the carriage service shall be deemed to have been carried out properly, provided that the aircraft lands successfully at the airport to which it has been deviated. We are not liability for any delays resulting therefrom to the extent permitted by applicable law.

12. Force majeure and authorisations under public law

1. In the event of the flight not being able to take place due to force majeure, in particular due to war, act of war, terrorist acts, demonstrations, strikes, fire, flooding, volcanic eruption, earthquake, bad weather or other extreme natural conditions or limitations, the Passenger will be rebooked on an appropriate direct flight from an international airport to Zurich, resp. London. The transfer from Zurich to St. Moritz will be organised and carried out by us without any further expense to the Passenger. To the extent permitted by applicable law, any further claims for damages by the Passenger against us are excluded.
2. If FOCA or another competent authority refuses or withdraws the permission to an aircraft or the carrier, the Passenger will be reimbursed fully for the price he/she paid for the transportation service booked. To the extent permitted by applicable law, any further claims for damages by the Passenger against us are excluded.

13. Conditions of carriage

1. The Passenger is obliged to present her/himself at the required location by the time specified by us in the flight confirmation, on the ticket or at check-in. If the Passenger does not present him/herself on time, we are not liability for losses or costs that are incurred as a result of this provision being disregarded.
2. The Passenger is obliged to adhere to the entry, visa, health and customs regulations (incl. declaration obligations) in the countries of origin, transit and arrival. Any additional costs associated therewith or any fines or other fees resulting therefrom must be borne in full by the Passenger.
3. The Passenger shall adhere to the instructions of the flight personnel at all times and shall not wilfully damage the aircraft or parts thereof.
4. The flight personnel have the right to refuse to carry a Passenger or particular baggage items in justified cases. To the extent permitted by applicable law, any claims for damages by the Passenger against us are excluded.
5. For safety reasons, the use of electronic devices on board of the aircraft may be forbidden or restricted (in particular, the use of mobile telephones, laptops, portable recording devices, portable radios, CD players, electronic games or transmission devices, remote-controlled toys and walkie-talkies). The use of hearing aids and cardiac pacemakers is allowed.
6. Smoking is prohibited in the aircraft. The Passenger undertakes to refrain from consuming tobacco or other smoking/tobacco products when boarding, disembarking and whilst in the aircraft.



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14. Baggage

1. Each Passenger is entitled to carry one piece of baggage weighing up to 25 kg as well as one piece of hand luggage weighing up to 10 kg. The Passenger undertakes to pack his/her baggage properly and safely.
2. Ski equipment can be carried free of charge.
3. Additional baggage items can be booked on request with the Customer Service (reservations@badruttspalace.com, Telephone: +41 (0)81 837 10 00) for an additional charge.
4. The Passenger undertakes not to carry any dangerous or prohibited articles (e.g. weapons, munitions, compressed gasses, flammable liquids etc.) in compliance with the regulations of the International Civil Aviation Organisation ICAO (Technical Instructions for the Safe Transport of Dangerous Goods by Air) and the regulations of the International Air Transport Association IATA (Dangerous Goods Regulations) and other applicable regulations.

15. Liability

1. Liability for the carriage of persons, cargo and baggage within and outside of the European Union, is subject to the limitation of liability set out in Directive (EU) No. 2027/1997 in the version amended through Directive (EU) No. 889/2002, the agreement of 28 May 1999 on the unification of certain rules relating to international carriage by air ("Montreal Convention"), the Warsaw Convention on the unification of certain rules relating to international carriage by air of 12 October 1929 in the version of the Hague Protocols of 28 September 1955, or the Air Transport Ordinance ("Lufttransportverordnung", "LTrV"), depending on whether national or international carriage is concerned according to the Warsaw Convention or the Montreal Convention.
2. With the exception of threat to life, physical injury and threat to health, we shall only be liable for damages which we have caused through gross negligence or intent. Liability for slight negligence as well as for auxiliary persons, indirect damages or consequential losses is fully excluded. Under no circumstances shall our liability exceed the effectively proven damages. The mandatory statutory provisions of the Warsaw Convention, the Montreal Convention and the Air Transport Ordinance remain reserved.
3. The applicable provisions concerning the exclusion or reduction of liability for damages in the event of partial responsibility of the victim with regard to the occurrence of the damages shall apply, in particular in the case that the victim has not fulfilled his/her obligation to minimise damage.
4. We accept liability only for intent and gross negligence
 - in the case of omissions or errors in the publication of flight times and
 - for information from third parties (e.g. agents, staff or authorised representatives of us) with regard to the flight timetable and flight operation.
5. All exclusions and restrictions of our liability apply similarly for third parties engaged by us (e.g. agents, staff, representatives etc.). The maximum limits to liability that apply to us also apply similarly for the above-mentioned third parties, and shall not be exceeded.

16. Data protection

1. In the context of the fulfilment of the contract and the applicable data protection regulations, we will process the personal data necessary for the provision of the service, using computers and other equipment. In so doing, we will process the personal data for the following purposes:
 - Make reservations;
 - Purchasing flight tickets and additional services;
 - Processing payment transactions;



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- Fulfilment of the carriage service;
 - Developing and providing services; and
 - Facilitating entry and customs clearance procedures.
2. For the purposes of delivering our service in accordance with the contract, we are authorised to pass on personal data to third parties in connection with the flight operation. This gives us the right, in particular, to transfer the details in the travel document (e.g. passport or identity card) and data that has been processed in connection with passenger carriage to domestic and foreign authorities, on the basis of mandatory legal provisions, for the purpose of fulfilling the contract. The legal basis for processing of data lies in the performance of the contract pursuant to Art. 6 para. 1 lit. b of the GDPR.

Further information on how we process personal data can be found in our privacy policy. The privacy policy is available [here](#).

17. Severability clause

Should one or more of the provisions of these GTC be or become invalid, the validity of the other provisions shall remain unaffected.

18. Applicable law and place of jurisdiction

1. These GTC are subject exclusively to Swiss law to the exclusion of the UN Sales Convention. This choice of law applies only insofar as the Customer is not deprived of the protection granted to him/her by the mandatory consumer protection laws in the country in which he/she has his/her habitual residence.
2. In the event of disputes arising from or in connection with these GTC, the courts in St. Moritz have exclusive jurisdiction. The mandatory places of jurisdiction remain reserved.