

# GENERAL TERMS AND CONDITIONS

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- Transferring data such as messages, documents and other information via emails is considered less reliable, secure and confidential than transferring data via postal mail. We use modern recognition technologies to block viruses and spam. However, we recommend using a virus scanner and disclaim any liability for damages caused by emails or their loss. We reserve the right to refuse the processing emails with potentially damaging file attachments.

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## GENERAL TERMS AND CONDITIONS

### 1. Area of Applicability

The following Terms and Conditions (subsequently referred to as “GTC”) apply to contracts for hotel accommodation and/or the rental of banquet and seminar rooms, including all services and goods rendered to the customer by the Hotel Valbella Inn AG (subsequently referred to as “Hotel”). Any Hotel offers are based on the following GTC. The GTC constitute an inherent element of every contract between the Hotel and the customer. Should the GTC oppose the customer’s contractual terms in any way, these GTC shall take precedence.

### 2. Contract Agreement

Following a reservation made directly through the Hotel (or through an online booking platform used to make the booking), the customer is sent a written confirmation of the reservation. The contract between the customer and the Hotel comes into effect upon delivery of the written confirmation of the reservation. In the case where guests spontaneously arrive at the hotel and request an on-site booking or request to lengthen their stay, the Hotel may confirm the contract verbally.

### 3. Services, Payment and Pricing

The Hotel is obligated to provide the services, or an appropriate replacement, ordered by the customer and agreed to by the hotel in writing. All prices agreed upon are quoted in Swiss Francs (CHF) and include the statutory value added tax (VAT). The hotel reserves the right to change prices at any time prior to conclusion of the contract.

The Hotel is entitled to request an appropriate advance payment from the customer at its own discretion. The amount of the deposit and payment dates may be agreed upon in writing in the contract. If the customer is unable to make the payment within the period stipulated, the Hotel has the right to withdraw from the contract after a suitable grace period. The customer is liable for any ensued damages. In the case where an advance payment is not requested by

the Hotel, the entire amount of payment is due to be paid by the customer by credit card (MasterCard, VISA, American Express), by debit card (EC/Maestro, Postcard) or in cash at the time of departure. If payment by invoice is agreed upon, full payment is to be received no later than 30 days from the date of the invoice. If payment is defaulted, the Hotel is entitled to claim default interest of 5%; after the second payment reminder the Hotel will charge a handling fee of 20 CHF.

#### 4. Accommodation / Smoking

Upon signing the contract, the guest is entitled to the general use of the Hotel rooms and facilities that are generally available to all guests of the Hotel, in accordance with the regular services without special conditions. The guest is entitled to exercise all the rights outlined in the Hotel/Guest Handbook. You can request a copy of the Hotel Handbook by Email: [hotel@valbellainn.ch](mailto:hotel@valbellainn.ch).

The customer is obliged to maintain peace and order. The customer is also required to comply with all public safety regulations, as well as to comply with the Hotel regulations and the instructions given by the respective employees. In the event of a contract violation, the customer is liable to give up all civil and public legal claims against the Hotel, and to keep the Hotel free of all claims from public authorities or third parties (including event participants, guests or employees and contractual partners of the customer or third party) as a result of any events, and to be responsible for all claims arising from this violation. Smoking is prohibited in all the rooms of the hotel. Smoking is only permitted in the designated smoking lounge, on the balconies, or outside of the building.

#### 5. Liability

The customer shall be liable to the Hotel for any and all damages and losses or any other harm done to the Hotel, which was caused by the customer, the customer's family members or staff, his agents or event participants, or damage caused by other third parties connected with the customer. The Hotel is not liable for any theft and or damages to materials/goods brought by the customer, participants of the event or from other third party customers. Insurance for such items as luggage, exhibition items or other objects brought by the customer, event participants or from third parties connected with the customer is the sole responsibility of the customer. The Hotel reserves the right to request proof of sufficient insurance at any time at its own discretion. The Hotel shall be liable to the customer for direct damages in the event of intentional or grossly negligent damage. Any further liability, such as slight or moderate negligence or for indirect damage (such as loss of sales) shall be excluded to the extent permitted by law.

#### 6. Cancellation due to Illness or Accident of guest

In cases where sickness or an accident occurs, the Hotel will organise appropriate health care/call a medical doctor at the request of the guest. In the case where the guest is no longer in a legal capacity to act, and the Hotel has been informed of the guest's illness/accident, a medical doctor can be summoned by the Hotel without the guest's request. In all cases, the costs incurred for medical treatment are at the guest's expense.

#### 7. Pets on the Property

Pets are only permitted to stay at the Hotel if the guest has made this request prior to arrival. Any guest bringing a pet onto the Hotel property is responsible for the supervision of the pet during the entire stay in accordance with local laws. The guest must have the appropriate liability insurance (personal liability insurance or pet insurance) for the pet and at the Hotel's request the guest must be able to show proof of this insurance.

## **8. Lost and Found**

Lost items will be forwarded to the guest's known private /business post address, as long as there is unequivocal proof of ownership of the item. The cost and risk of forwarding the lost item is at the expense of the guest. At the end of a 1-year retention period, unclaimed items with unidentified or untraceable ownership shall be disposed of.

## **9. Insurance**

It is the sole responsibility of the guest to insure personal items and other materials/goods brought by the guest to the Hotel. The Hotel may request proof of this insurance prior to a confirmation of the reservation.

## **10. Cancellation by the Hotel Valbella Inn AG**

If the contractual services to be rendered by the Hotel are made considerably more difficult, or impossible, in whole or in part by forces of nature or through other circumstances for which the hotel is not responsible, the Hotel shall inform the customer immediately. The Hotel may rescind the contract without compensation, in whole or in part, to the extent of the unfulfilled part of the contract.

The Hotel is also entitled to withdraw the contract without compensation if there is reasonable cause to assume that an event may jeopardise the business operations, safety or the public reputation of the Hotel. The Hotel expressly reserves the right to claim damages from the customer.

## **HOTEL ACCOMODATION**

### **11. Arrival and Departure Times**

The Hotel rooms are available from 16:00 on the day of arrival and must be vacated before 11:00 on the day of departure.

### **12 Block Booking/ Room Allotments**

The Hotel will receive a list of participants with the following information from the customer no later than 14 days before arrival: first and last names of all guests, time of arrival, and payment conditions of the guests.

The remaining rooms of the respective block booking will be released for open sale after the deadline (set by the Hotel) has expired.

### **13. Cancellation Policy for Individual Guests**

The following cancellation conditions apply to the cancellation of bookings, as well as in the event of a no-show as well as early departure. Cancellation of individual Hotel room bookings must reach the Hotel no later than the day before the date of arrival (by 18:00 local time).

Cancellations of reservations by telephone or email are only possible with reference to the booking number under the following conditions:

### Bookings in high-season\*

| <b>Cancellation until</b>     | <b>Charge</b>                       |
|-------------------------------|-------------------------------------|
| 60 days prior to arrival      | Free of charge                      |
| 59 – 15 days prior to arrival | 50% of total cost of accommodation  |
| 14 – 0 days prior to arrival  | 100% of total cost of accommodation |

### Bookings outside of high-season

| <b>Cancellation until</b>   | <b>Charge</b>                       |
|-----------------------------|-------------------------------------|
| 8 days prior to arrival     | Free of charge                      |
| 7 – 0 days prior to arrival | 100% of total cost of accommodation |

\*High season is considered the period during the Christmas/New Year holidays, the holiday weeks in February, as well as particular weeks or dates on which sporting events with international coverage take place. More detailed information can be requested by email: [hotel@valbellainn.ch](mailto:hotel@valbellainn.ch) or by calling +41 81 385 0808.

For all cancellations the Hotel and its partners must be paid in full for any services, which were rendered in advance. The Hotel reserves the right to contractually determine individual cancellation conditions.

## BANQUETS AND SEMINARS

### 14. Use of Rooms / Authorization

The Hotel reserves the right to make room changes. The Hotel will take group sizes into account. Any subletting of rooms or areas by the customer are subject to prior written consent of the Hotel. Unless otherwise provided for in the individual contract, any necessary permits are to be obtained by the customer at his/her own expense. Copyright compensation in connection with music performances shall be registered and paid for by the organiser.

### 15. Number of Event Participants

The event organiser must provide the Hotel with the definite number of participants (guaranteed number) at least

- 48 hours prior to a banquet
- 4 weeks prior to a seminar

prior to the respective event. If the actual number of participants is lower, the guaranteed number stated shall be the basis for invoicing; if the actual number of participants is higher, the Hotel cannot guarantee that all guest will be taken into account and the actual costs incurred shall be invoiced.

### 16. Seating Plan

The Seating plan must be communicated to the Hotel at least 72 hours prior to the event.

### 17. Program Schedule

The event organiser must provide the Hotel with the exact program schedule (e.g. times, speeches, names of artists, etc.) at least

- 24 hours prior to a banquet

- 2 weeks prior to a seminar  
prior to the respective event.

### 18. Fire Hazard and Safety Regulations / Decoration Material

The event organiser is obligated to comply with the fire hazard and safety regulations of the Hotel, in particular, keeping fire escapes accessible, compliance with no-smoking areas, etc. Decorative material brought by the organiser must also comply with the fire regulations. The attachment of decorative materials and other objects to walls, doors and ceilings requires the prior consent of the Hotel. The event organiser is liable to the fire police or shall reimburse the Hotel for any costs and damages incurred as a result of any violation. The organiser is also responsible for ensuring that the maximum room capacity (number of persons in the room) is not exceeded. The maximum room capacity specified by the hotel is binding. In the event of non-compliance, the hotel declines any liability.

### 19. Print Material / Media Advertisements

The use of logos/images of the Hotel in any form by the organiser requires the prior written consent of the Hotel at all times. If the logos/images are published without the Hotel's prior written consent, the Hotel is entitled to withdraw from the contract without compensation. The organiser shall be liable to the Hotel for any resulting damages.

### 20. Surcharges

From 0:00 o'clock in the morning the following night surcharges will be charged: 200.00 CHF per started hour.

### 21. Catering

The Hotel must receive the final menu and wine selection at least 14 days prior to the event. Unless otherwise specified in writing, the organiser is obliged to obtain all food and beverages from the Hotel. Otherwise an additional charge will be invoiced. The Hotel charges 37.00 CHF per 75cl bottle. Small and large bottles will be adjusted according to the reference price.

### 22. Delays

The Hotel can only guarantee the highest quality of food and drinks if the guests arrive at the agreed times or if the organiser changes the start time, or announces changes to the program in a timely manner (at least 1 hour before).

### 23. Deposit

Unless otherwise agreed upon, a deposit of 50% of the total amount of the offer must be paid at the latest 14 days prior to the event start.

### 24. Cancellation of Event through Customer

Cancellations or reductions of reservations must be notified to the Hotel by the organiser in writing and in a timely manner and shall be deemed accepted if the Hotel has confirmed the cancellation or reduction in writing.

Services rendered in advance by the Hotel must be paid for in all cases. The Hotel reserves the right to contractually determine individual cancellation conditions, which must be in writing.

Unless otherwise agreed upon, the following cancellation conditions shall apply to the organiser after signing the contract:

For Individual participants:

| <b>Cancellation until</b>  | <b>Charge</b>   |
|----------------------------|---|
| 31 Days before arrival     | Free of charge  |
| 30 – 8 Days before arrival | 50% of total cost of accommodation                    |
| 7– 0 Days before arrival   | 100% of total cost of accommodation, resp. menu price |

For entire groups / parties:

| <b>Cancellation until</b>   | <b>Charge</b>  |
|-----------------------------|--|
| 61 Days before arrival      | Free of charge   |
| 60 – 41 Days before arrival | 25% of total cost of accommodation, resp. catering and the confirmed number of persons for banquets  |
| 40 – 31 Days before arrival | 50% of total cost of accommodation, resp. catering and the confirmed number of persons for banquets  |
| 30 – 16 Days before arrival | 75% of total cost of accommodation, resp. catering and the confirmed number of persons for banquets  |
| 15- 0 Days before arrival   | 100% of total cost of accommodation, resp. catering and the confirmed number of persons for banquets |

Any cancellation costs for additional services of third parties invoiced by the hotel shall be paid 100% by the organiser.

If the organiser violates the contract or if the Hotel has reason to believe that the event endangers the business operations, safety or the reputation of the Hotel, the Hotel may withdraw from the contract without compensation.

## 25. Applicable Law / Place of Jurisdiction

Swiss law is exclusively applicable to the contract. The place of jurisdiction shall be in Chur. Should individual clauses of the GTC be invalid, this shall not affect the validity of the remaining clauses. In such a case, the legally ineffective clause will be replaced by a similar, but legally effective clause.

Valbella, May 2018