

General terms and conditions for bookings as well as for banquets and seminars

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A. General

1 Scope

The present general terms and conditions (hereinafter referred to as "GTC") apply to the provision of rooms and/or seminar and banquet facilities as well as to all other related services and deliveries by Valbella Resort AG (hereinafter referred to as "Resort", "we", "us", or "our") to customers. Customers are all natural and legal persons who rent rooms and/or seminar and banquet rooms at the resort. All resort offers are based on these terms and conditions. They form an integral part of every contract between the resort and a customer. If the terms and conditions contradict any contractual conditions of a customer, these terms and conditions take precedence.

2 Conclusion of a contract

Following reservation by the customer, the customer receives a written reservation confirmation from the resort or the booking platform through which the booking was made. The contract between the parties is only concluded when the written reservation confirmation is sent to the customer. In the case of guests who arrive at the resort spontaneously or extend their stay on-site, the contract is concluded orally.

3 Services, payments, and prices

The resort undertakes to provide the services ordered by the customer and promised in writing by the resort or to provide adequate substitution.

All prices are in Swiss Francs (CHF) and include the statutory value-added tax (VAT). The resort expressly reserves the right to change prices prior to the conclusion of the contract.

The resort is entitled, at its own discretion, to request a reasonable deposit. The amount of the deposit and the payment dates are agreed in writing in the contract. If a customer does not meet their obligation to pay a deposit in due time, the resort is entitled to withdraw from the contract after setting a reasonable grace period. The customer is liable to the resort for any resulting damage.

Unless the resort requires a deposit, the customer must pay the entire billing amount by credit card (Master, VISA, American Express), debit card (EC/Maestro, PostFinance Card), or in cash at the latest upon departure. If terms of credit have been agreed, the full invoice amount is due within 30 days of the invoice date. In the event of payment default, the resort is entitled to charge default interest of 5%.

4 Stay/smoking

By concluding a contract, the customer acquires the right to normal use of the rented rooms and the facilities of the resort, which are usually accessible to guests for use without special conditions.

The customer is obliged to keep peace and order. The customer undertakes to comply with public law and the instructions of the resort or its employees. In the event of disregard, the customer undertakes to indemnify the resort for all claims in accordance with civil and public law made against the resort by authorities or third parties (including event participants, guests or employees, and contractual partners of the customer or third parties) caused by such disregard and to pay for all corresponding claims.

Smoking is strictly prohibited in the rooms. Smoking in the resort is only permitted in the smokers' lounge, on balconies, and outside.

5 Liability

The hotel room is to be used by the customer with the greatest possible care. The customer is liable to the resort for all damage and loss or other damage caused by their family members, employees, agents, event participants, or other third parties connected to or under contract with the customer.

The resort is liable to the customer for direct damage caused either intentionally or through gross negligence. Any further liability, in particular due to mild or average negligence or indirect damage (such as lost profit), is excluded to the extent permitted by law.

In particular, the resort does not accept any liability for theft and/or damage to items brought in by the customer, event participants, or third parties associated with the customer. It is the customer's responsibility to insure luggage, exhibits, and other items brought in by the customer, event participants, or third parties associated with the customer. The resort can, at any time, at its own discretion, request proof of adequate insurance from the customer.

6 Customer illness or accident

In the event that a customer falls ill or has an accident during their stay at the resort, the resort will notify a doctor at the customer's request. If the customer is incapacitated and the resort is aware of the illness or the accident, it can notify a doctor without the customer's request. Medical care is always provided at the customer's expense.

7 Animals

Animals may only be brought into the resort with the prior consent of the resort. A customer who brings an animal to the resort is obliged to properly keep or supervise this animal during their stay.

The customer must have appropriate insurance coverage (personal liability or pet owner's insurance) for their animal. By concluding a contract based on these terms and conditions with the resort, the customer confirms that they have appropriate insurance coverage. Proof of this insurance must be presented if requested by the resort.

8 Lost and found property

If lost property can be identified as belonging to a customer, the resort informs the customer about the find. Lost property will only be forwarded at the customer's request. The customer bears the costs and shipping risk. After a one-month retention period has expired, lost property the owner of which has not reported it lost will be disposed of.

9 Insurance

Insurance of personal belongings and other items is, in all cases, the responsibility of the customer. In justified cases, the resort can request proof of insurance prior to confirming the reservation. The resort is not responsible for these items and goods.

10 Avoidance of contract on the part of Valbella Resort AG

If the service to be contractually provided by the resort is made completely or partially difficult or impossible due to force majeure or other circumstances for which the resort is not responsible, such as a pandemic, the resort will inform the customer immediately. The resort can withdraw entirely or in part; i.e., the part of the contract that has not yet been fulfilled. No compensation will be due. The resort is also entitled to withdraw from the contract without compensation if there is justified reason to believe that an event could endanger business operations, safety, or reputation of the resort. Any claims for damages by the resort against the customer are expressly reserved.

B. HOTEL ROOMS

11 Arrival and departure times

The hotel rooms are ready for occupancy on the day of arrival in winter (i.e., from December to April) from 4:00 p.m. and in summer (i.e., from May to November) from 3:00 p.m. The customer is not entitled to move into the room earlier.

The rooms must be vacated by 11:00 a.m. on the day of departure. Should the room be vacated later, the resort reserves the right to charge 50% of the full accommodation price (list price) for use beyond the contract until 6:00 p.m. and 100% from 6:00 p.m.

12 Block booking/room allocation

No later than four weeks prior to arrival, the resort must be sent a list of participants from the customer including the following information: first and last name of all guests in alphabetical order; arrival time; payment terms for each of the guests; allergies; and special requests. Once the period set by the resort has expired, the rooms still available in the respective room allocation will be released.

13 Cancellation conditions for individual guests

The following cancellation conditions apply both in the case of cancellation of bookings or no-show by the customer and in the event of the customer's early departure. Reservations can be cancelled by the customer by telephone or e-mail only by stating the booking number under the following conditions:

Bookings during the high season *:

Cancellation until	Fee
60 days prior to arrival	Free of charge
15 – 59 days prior to arrival	50% of the total cost of the stay
0 – 14 days prior to arrival	100% of the total cost of the stay

Bookings outside the high season *:

Cancellation until	Fee
7 days prior to arrival	Free of charge
1 – 6 days prior to arrival	100% of the total cost of the stay

* High season is over the Christmas/New Year's holidays, the winter sports holidays in February, and individual weeks or dates during which events with international appeal take place in the region. For detailed information, please contact hotel@valbellaresort.ch or call +41 81 385 08 08.

Furthermore, for all cancellations, services provided by the resort and its partners in advance must be paid for in full without exception. The resort reserves the right to stipulate individual cancellation conditions.

C. BANQUETS AND SEMINARS

14 Use of space/permits

The resort reserves the right to switch rooms, taking into account the size of a group. Any sublease of rooms or areas by the customer requires prior written approval from the resort.

Unless otherwise stipulated in the contract, the organiser must obtain any necessary permits themselves and at their own cost. Copyright compensation in connection with music performances must be registered and paid for by the organiser.

The customer must reimburse the resort for any costs incurred in connection with such permits and/or copyright compensation.

15 Number of participants

The organiser must inform the resort of the final number of participants for banquets at least 48 hours and seminars at least four weeks prior to the event. If the actual number of people is subsequently smaller, the specified number of participants is used as the basis for billing; if the actual number of people is higher, the resort does not guarantee that all guests can be accommodated, and the costs actually incurred will be invoiced.

16 Seating

The resort must be informed of the intended seating plan at least 72 hours prior to the event.

17 Programme sequence

The organiser announces the exact programme sequence no later than 72 hours prior to banquets and four weeks prior to seminars.

18 Fire protection regulations/safety regulations/decoration

The organiser undertakes to comply with the resort's fire protection regulations, in particular keeping escape routes clear, compliance with the smoking ban, etc. Any decoration materials brought in by the organiser must also comply with the fire protection regulations. Fixing decorations and other objects to walls, doors, and ceilings always requires prior consent from the resort. The organiser is liable to the fire police or reimburses the resort for any costs and damages incurred in the event of a violation. The organiser is responsible for ensuring that the maximum number of persons allowed into an event complies with the official capacity of the space. The maximum-capacity numbers indicated by the resort are binding. In the event of an infringement, the resort declines all liability.

19 Mailshots/media advertisements

The use of logos/images of the resort in any form by the organiser always requires prior written approval from the resort. If logos/images are published or used without consent, the resort is entitled to withdraw from the contract without incurring any compensation. The organiser is liable to the resort for any resulting damage.

20 Surcharges

From midnight onwards, a night surcharge of CHF 250.00 per hour or part thereof will be charged.

If one of our restaurants is used exclusively, a flat rate of CHF 2,000.00 will be charged.

21 Catering

The resort must receive the final menu and wine selection at least 14 days prior to the event.

Unless otherwise agreed in writing, the organiser must obtain all food and drinks from the resort. Otherwise, a tap fee will be charged. The resort charges a tap fee of CHF 37.00 per 75cl bottle for wines and CHF 50.00 per bottle for spirits. Fees for smaller and larger bottles are adjusted accordingly.

22 Delays

The resort can only guarantee impeccable quality of food and drinks if guests arrive at the agreed times or if the organiser changes the times or program early enough (at least 1 hour in advance).

23 Deposit

Unless otherwise agreed, 50% of the offer amount must be paid as a deposit no later than 14 days prior to the event.

24 Event cancellation by the organiser

Cancellations or changes to reservations are to be communicated in writing to the resort in good time by the organiser and are deemed to have been accepted if the resort has confirmed the cancellations or changes in writing. Services provided by the resort in advance must be paid for in full. The resort reserves the right to stipulate individual cancellation conditions in writing.

Unless otherwise agreed, the following cancellation conditions apply to the organiser after the contract has been signed:

Seminars

For individual participants:

Cancellation until	Fee
31 days prior to arrival	Free of charge
30 – 8 days prior to arrival	50% of the total cost of the stay
7 – 0 days prior to arrival	100% of the total cost of the stay

For the entire seminar

Cancellation until	Fee
61 days prior to arrival	CHF 250.00 processing fee
60 – 41 days prior to arrival	25% of the total cost of the event and the stay
40 – 31 days prior to arrival	50% of the total cost of the event and the stay
30 – 16 days prior to arrival	75% of the total cost of the event and the stay
15 – 0 days prior to arrival	100% of the total cost of the event and the stay

Banquets

For the entire banquet

Cancellation until	Fee
10 – 6 days prior to the event	30% of the confirmed menu price and the confirmed number of participants
5 – 1 days prior to the event	80% of the confirmed menu price and the confirmed number of participants
0 days prior to the event	100% of the confirmed menu price and the confirmed number of participants

If the entire group is cancelled, a processing fee of CHF 250.00 will be charged in addition to the event costs.

In the event that the organiser breaches the contract or if the resort has reason to believe that the event will endanger the resort's business operations, security or reputation, the resort can withdraw from the contract without any consequences in terms of compensation (see also section 10 above).

25 Invoicing

Invoicing is based on the number of participants reported 72 hours prior to the event. However, if the number of guests increases, the actual number will be charged.

The invoice amount shall be deemed accepted if the recipient does not object to it in writing and with reasons within 10 days of receipt of the invoice.

26 Third-party vendors

The resort assumes no liability for services, devices, or other services provided by third-party vendors (taxis, restaurants, sports providers, etc.), even in the event they are organised by the resort.

D. FINAL PROVISIONS

27 Vouchers e-guma

For vouchers purchased online via "<https://shop.e-guma.ch/valbellaresort/de/gutscheine>", the applicable purchase conditions and general terms and conditions apply.

28 Severability clause

Should individual provisions of these terms and conditions be ineffective, this shall not affect the validity of the remaining provisions. In such case, the legally ineffective provision will be replaced by a similar but effective provision.

29 Applicable law/place of jurisdiction/privacy policy

Only substantive Swiss law is applicable to the contract, excluding Swiss international private law. The exclusive place of jurisdiction is Chur.

The privacy policy of Valbella Resort AG forms an integral part of these GTC and can be found on the website of Valbella Resort AG.

The place of fulfilment and payment is the resort.

Valbella, September 1, 2022