

## **General terms and conditions**

for seminars, events and group bookings

We actually prefer the spoken words as a tool of communication. However, the ever increasing paces of business life forces us to also put the rules guiding the guest/host relationship in writing.

### **1. Scope of the contract**

These general terms and conditions govern the legal relationship between you and the Hotel Excelsior in Arosa. The reservation/contract confirmation or the offer confirmed by your signature/credit card details given serves as the basis.

### **2. Option Dates**

Option dates (offers, order confirmations, etc.) are binding for both parties. After expiration of the option period, use of the reserved rooms/accomodation automatically reverts to the Hotel Excelsior.

### **3. Cancellation**

#### 3.1 Cancellation of seminars, events or group bookings

We kindly ask you to inform us of significant modifications to your reservation in writing as soon as possible. If the reservation is completely cancelled due to reasons for which we can't be held responsible, we reserve the right to invoice you the following cancellation charges for the reserved services:

- |   |                      |
|---|----------------------|
| • Cancellation till 30 days prior the event | free of charge       |
| • Cancellation 21-29 days prior the event   | 50 % of arrangement  |
| • Cancellation 0-21 days prior the event    | 100 % of arrangement |

If you cancel an event/seminar, of course we will endeavor to replace it with another. Should a comparable event be staged by a third party, you will only be liable for reorganization compensation (menu costs) of 10-20% (depending on the cancellation period).

Should you organize an event on the originally agreed scale with us within one year, we will credit you with 80% of the cancellation costs.

These rules are valid as well as for partial cancellation of events.

### **4. Payment Conditions**

We reserve the right to demand partial or complete payment for reservations in advance. For events where the billing address is abroad, we require a signature and credit card number with expiry date as guarantee. For events booked from abroad we ask for 100% payment in advance.

Unless agreed otherwise, we will charge all expenses incurred at the end of the event or arrangement. The bill can be settled on the spot or within 10 days of the billing date (no deductions allowed).

Payments for events costing less than CHF 300.00 must be made immediately, otherwise an administration fee of CHF 20.00 will be charged.

## **5. Other conditions**

### *5.1 Damages*

Clients are liable to the Hotel Excelsior for damages and losses caused by them, their auxiliary personnel or participants, without the Hotel Excelsior having to prove fault. The Hotel Excelsior declines all responsibility for the theft or damage of materials brought in by the organization, participants, speakers or third parties.

### *5.2 Applicable law and court of jurisdiction*

For the legal relationship between you and the Hotel Excelsior, Swiss law is applicable. The nullity of individual provisions of the contractual relationship does not lead to nullity of the whole contract. Zurich is the agreed place of jurisdiction, but the Hotel Excelsior retains the option to take legal action at the defendant's place of domicile.

Arosa, April 10