



GENERAL TERMS AND CONDITIONS FOR THE HOTEL CONTRACT for group reservation and events organisation

I SCOPE

1.1 These General Terms and Conditions (GTC) apply for the Hotel Accommodation Contract (comprises and replaces the following terms: event contract, banqueting contract, hotel rooms contract, meeting MICE contract; hereinafter referred to as ("Contract") as well as all other services and supplies rendered to the Customer (comprises and replaces the following terms: guest, commercial party or agent, renter, event agency) on the leasing of hotel rooms, banquet and event and function rooms of the by the Morosani Posthotel, Morosani Schweizerhof, Morosani Fiftyone (hereinafter referred to as "Hotel") with the following trade name:

Morosani Hotels Davos
Promenade 50
CH 7270 Davos Platz

for hosting events such as meetings, seminars, banquets, balls, exhibitions and other private or public events, as well as all other services and supplies provided to the Customer in this context including the leasing of Hotel rooms to the organizer and event participants.

1.2 Deviating terms, also to the extent included in the General Terms and Conditions of the Customer, shall not apply unless expressly approved by the Hotel in writing.

2 CONCLUSION OF CONTRACT, LIMITATION

----- Private Policy -----

2.1 By entering into the contract, you agree that personal data will be processed for the purpose of executing the resulting hotel accommodation contract. The relevant information can be found in the following privacy policy under <https://www.morosani.ch/de/datenschutz/> According to §15-18 DSGVO you have the right to information, correction, deletion, and restriction of your personal data. In addition, you can make use of your right of objection at any time without stating reasons and amend or revoke the given declaration of consent with effect for the future.

2.2 Hotel quotations are generally non-binding and subject to change, unless the Hotel explicitly labels the quotation as being binding and the quotation states a specific period of validity.

2.3 A contract is established with the Hotel if the Customer accepts the contractual quotation and if his declaration of acceptance is received by the Hotel before the expiry of the period of validity. The Hotel shall be free to accept the request in writing in text form (email, fax) or de facto by providing the service.

2.4 Customers are the Hotel and the Customer. If a third party has made the reservation on behalf of the Customer; this party shall be liable vis-à-vis the Hotel jointly and severally with the Customer for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the third party. Independent there from, any Ordering Party is obliged to pass on all booking related information to the Customer, in particular the present General Terms and Conditions.

2.5 The Customer is not permitted to use Hotel rooms and/or event

spaces reserved by him for any purpose extending beyond or deviating from that agreed with the Hotel, such as for job interviews, sales or presentation events, or ceding possession to third parties, especially sub-letting or re-letting, unless the Hotel has issued its explicit consent in text form as a minimum requirement.

2.6 The Hotel is under no obligation to issue the consent required in accordance with paragraph 1. It may make the issue of consent subject to the fulfilment of conditions and obligations, particularly that the Customer impose the obligations to which he is subject by way of the GTC, on every third party to whom he cedes possession of the contractually agreed room/space, and that he prove this to the Hotel prior to any use other than the original contractually agreed use.

2.7 Bookings can only be done by contractually capable people.

2.8 Subsidiary agreements or additional agreements must always be confirmed in writing by the Hotel in order to be effective.

2.9 The statutory provisions for limitation periods shall apply. To the extent legally permissible, claims for damages become finally time-barred within 6 months after departure.

2.10 Adherence to the most up-to-date version of the House Rules is stipulated in this contract. These can be requested at the Hotel.

3 ADDITIONAL SERVICES AND PROVISION FOR GROUP BOOKINGS, ARRIVAL AND DEPARTURE

3.1 The Hotel is obliged to have the booked rooms available according to the present General Terms and Conditions and to fulfil the services agreed upon.

3.2 The Customer is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of these specific rooms in writing.

Group Reservations (Quota Contract / Allotment)

3.3 A group booking exists when a Customer books more than five rooms in a Hotel during the same period or for the same event, whether the bookings are made together or separately. The booking method used to make a group booking is immaterial. The booking can be made in person, by telephone, by fax, by e-mail, in writing, on the Hotel's website, through agents (e.g. online portals) or in other ways.

3.4 If the Customer makes a group booking, this will result in a "quota contract / allotment". The quota contract overrides and supplements of these terms and conditions. Under this quota contract, the Customer shall be liable for all damage culpably caused by the end user.

3.5 The Customer shall be liable to the Hotel for all damage caused by it or by third parties who have received services by the Hotel on its instigation.

3.6 Booked rooms shall be available at the Customer's disposal from 3.00 p.m. on the agreed date of arrival. The Customer shall not be entitled to an earlier provision.



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3.7 On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 12.00 p.m. at the latest. Thereafter, the Hotel may charge for use exceeding the contractual time, beyond the damage incurred to it thereby, 100 percent of the full applicable daily room rate (actual price of the day). The Customer is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel. If late departure has been pre-booked, the departure time extends to 2.00 p.m.

a) Different agreements*

Early check-in or late check-out may be arranged with the Hotel, as rooms are available. The following surcharges are incurred:

Early check-in before 11am:

100% of the actual daily room rate

Late check-out after 4pm:

100% of the actual daily room rate

Late check-out until 2pm:

50% of the actual daily room rate

If a Customer uses the Hotel room for longer than stipulated in clause 3.6 or clause 3.7, the Customer must pay the amounts specified in clause 3.7(a).

3.8 Booked rooms shall be taken by the Customer on the agreed date of arrival by 6p.m. at the latest. Unless a later time of arrival has been guaranteed by prepayment or credit card, the Hotel has the right to place the booked rooms with other Customers after 6p.m., without the contractual party being able to claim any compensation as a result thereof. In so far, the Hotel is entitled to revocation.

4 ADDITIONAL PROVISION AND SERVICES FOR EVENT ORGANISATION, BANQUETING AND FUNCTION ROOMS

4.1 The Customer may only use names and trademarks of the Hotel within the scope of advertising for the event only with the prior agreement with the Hotel.

4.2 For banquets, events and wedding celebrations, a room rental will be charged as a general rule. This can vary from Hotel to Hotel. Room rental will be charged if a separate room is requested for such an event.

4.3 Room rental is charged for seminars, exhibitions, aperitifs and meetings, other than already specified in the booked amount. The room rental includes free W-LAN (depending on function room / space). Equipment and technology is charged according to a separate price list. Room rental is basically calculated per day or per half day and room occupancy is calculated according to the Hotel policy. The Hotel reserves the right to rent out the rooms after the event. Room rental can also be charged for the days that are used for assembling and disassembling of material. A higher price for room rental can be charged for an exhibition without consumption.

4.4 If the Customer changes the agreed times for the start and/or end of the event without the prior consent of the Hotel, the Hotel shall be entitled to charge a reasonable payment for the additional necessary service provision.

4.5 In the case of events lasting later than 11.00 p.m., the Hotel may, unless otherwise stipulated, charge its personnel costs as of this time on an itemised basis. Moreover, the Hotel may invoice travelling expenses incurred to its staff on an itemised basis, if they had to leave for home outside the public transport operating hours.

4.6 The use of electrical and other technical equipment is subject to the provisions contained in the following paragraphs 4.6.1 – 4.6.5.

4.6.1 In order to use his own electrical and other technical systems, which require the power and other such distribution networks (WLAN included) located within the Hotel building, the Customer must have the Hotel's consent, issued in text form as a minimum requirement. The Hotel is not under any obligation to issue this consent. Furthermore, if it possesses similarly suitable systems for use by the Customer and has offered these to the Customer in return for payment, it may make the aforementioned consent conditional on the Customer compensating it for the loss of turnover by way of making a payment amounting to 30% of the fee for the systems offered.

4.6.2 If the Customer uses technical systems and/or equipment provided by the Hotel, he must operate these properly and carefully, handle them with due care and consideration, and return them in full at the end of the event in the same condition in which he received them from the Hotel. The Customer must compensate any loss or destruction of or damage to these items, insofar as this occurred during the event and while the items were in the custody of the Customer.

4.6.3 If the Hotel procures third-party technical systems or equipment or other such devices on behalf of the Customer at his request, this will be performed exclusively in the name and for the account of the Customer. Furthermore, paragraph 4.6.2 shall be correspondingly or analogous applied in this case, with the proviso that the Customer shall indemnify the Hotel in respect of all claims asserted by a third party against the Hotel, whatever the grounds, in connection with the procurement of such systems and the provision of these to the Customer.

4.6.4 If the Customer uses technical systems pursuant to paragraphs 4.6.1-4.6.3 for the performance of his event, the Customer must pay the Hotel a reasonable flat-rate charge for the costs entailed by the energy consumption. This charge will be determined according to the Hotel's reasonable discretion and billed to the Customer. Furthermore, the Customer shall compensate the Hotel for any and all losses sustained by the Hotel through interruptions or damage to the distribution networks (incl. WLAN) and/or other such systems belonging to the Hotel, caused by the Customer's own technical systems and/or those procured in accordance with paragraph 4.6.3, unless the Hotel is responsible for the interruption or damage.

4.6.5 If the Customer wishes to use telephone, fax and other such communications systems owned by him or procured for him in accordance with paragraph 4.6.3, this shall require the prior consent of the Hotel, issued in text form as a minimum requirement, and which may be made conditional on the advance payment of incidental connection charges.

4.7 The Hotel shall endeavour to remove immediately any disturbances occurring in the technical equipment provided by the Hotel. Payment may



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not be withheld or reduced unless the Hotel is responsible for such disturbances.

4.8 A congress technician for technical support throughout the event can be organized and provided by the Hotel, upon availability and subject to extra charges. Small tasks can be undertaken by the Hotel upon request at any time. We recommend the use of an external technician for larger congresses with visual, audio & sound support.

4.9 The Customer is responsible for registration and invoicing vis-à-vis the competent institutions required within the scope of music performance and exposure to sonic waves arranged and caused by the Customer itself.

4.10 From 11 p.m. onwards music can be played at low volume. DJs and Bands are obliged to lower the bass and to place a carpet under the instrument to minimize reverberation. The maximum length of play is until 2 a.m. A special permit for musical entertainment with speakers outdoors must be applied for from the municipal police at least 4 months prior to the event. Failure to comply with the instructions will result in extra costs for the Customer. Copyright compensation in connection with musical entertainment is to be clarified by the Customer and will be at its expenses.

4.11 A night supplement must be paid in the case of the event lasting longer than the allowed closing time and curfew. The closing time elongation must be made to the Hotel at least one month before the event. The mandatory police permission is to be collected at the Hotel and settled by the Customer.

4.12 After 11 p.m. all windows and doors are to be closed and the volume of music reduced. Guests who remain outdoors are requested to keep noise to a minimum. The instructions given by the Hotel staff are to be obeyed. The contractor bears liability for any complaints and incurring fines.

4.13 Should the Customer bring along exhibition pieces or other objects – even personal items – to the event rooms/ the Hotel, it shall do so at its own risk. The Hotel does not accept liability for loss, destruction or damage except in cases of gross negligence, or wilful intent on the part of the Hotel.

4.14 Decoration material brought along must comply with the fire prevention regulations. The Hotel is entitled to request a confirmation for the above issued by an authority. Due to possible damage, the installation and mounting of objects requires prior co-ordination and agreement with the Hotel.

4.15 The exhibition pieces or other objects brought along shall be removed immediately after the end of the event. The Hotel is entitled to remove and store left objects at the Customer's expense. If the removal causes unreasonably expenditure, the Hotel is entitled to leave the objects in the room in which the event took place and to charge the respective rent for the room for the time during which the objects remain therein. The Customer is reserved the right to prove that less damage has occurred and the Hotel is reserved the right to prove that higher damage incurred.

4.16 Packaging material (cardboard, boxes, plastic material, etc.) stemming from the Customer or a third party in connection with the delivery of objects for the event shall be disposed of or removed by the Customer prior to or after the event. If the Customer leaves packaging material in the Hotel, the

Hotel is entitled to dispose of it at the Customer's expense.

4.17 The Customer undertakes to comply with the fire policy regulations of the Hotel, in particular the keeping of escape routes clear, and guarantees that all materials submitted comply with the fire policy directives. The use of flammable objects is strictly prohibited.

4.18 The Customer is obliged to procure at its own costs all consents of the authorities as may be required to carry out the event. It is responsible for the adherence to these consents as well as any other provisions under public law in connection with the event.

4.19 The Customer may only deploy external security firms in front of and within the Hotel, if he has the Hotel's approval, which must be issued in text form as a minimum requirement.

4.20 The Customer must ensure that all of the waste stemming from his event is properly disposed of, meaning also in accordance with the applicable statutory regulations concerning the separation and other such handling of waste. If the Customer leaves waste behind contrary to sentence 1 the Hotel shall be entitled, at the costs of the Customer, to carry out or arrange the proper disposal of the waste together with performing any associated, special cleaning of the rented event spaces, and to bill the Customer for the resulting costs.

4.21 If there are reasonable grounds, the Hotel may demand the provision of suitable security regarding the fulfilment of the Customer's aforementioned obligations.

Food & Beverage (Banqueting)

4.22 The Customer may bring along food and beverage (e.g. wine, spirits, cakes etc.) to the events only if this is agreed with the Hotel in writing. In these cases the Hotel may charge a service fee (e.g. corkage fee) in order to cover the overhead costs.

4.23 The Hotel reserves the right to change products in the menu offerings or to change the vintage year in the wine lists on short notice, based on seasonal and regional availability. Appropriate alternatives will be substituted as necessary.

4.24 Special menus can be created upon request prior to the event. An additional fee / surcharge will apply to the regular menu price.

4.25 Menus are served as a set-course. A supplementary serving or extended service can be offered upon request if ordered in advance. A flat surcharge will be added to the menu price.

5 PRICE, PACKAGES, MINIMUM CONSUMPTION, FLAT RATE, VALUE ADDED AND LOCAL TAXES

5.1 The prices agreed include the applicable statutory Value Added Tax. The prices do not include local taxes (e.g. visitor's taxes) which are to be charged to the guests according to the local law.

- a) Changes increase or decrease or deletion of Value Added Tax (VAT) or local bed tax or equivalent, shall be effected in accordance with the then applicable determination. This is subject to

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consumption type and the date of closure of the contract.

5.2 If the Customer later requests a reduction in the number of Hotel or function rooms booked, the Hotel services required or the length of stay, the Hotel may make its consent to the change conditional on an increase in the price charged for the room and/or other Hotel services.

5.3 The Hotel is by virtue of important reasons fully entitled to accommodate the Customer in another Hotel with comparable standards and services for the price agreed without recourse if the accommodation in the booked Hotel is not possible.

5.4 The Customer is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services the Customer has made use of, respectively booked. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Customer's request.

5.5 Where the Customer has booked within a period in which a convention, conference, major event or the like is taking place and the timing of such event is changed after conclusion of contract for reasons beyond the Hotel's control, the contract shall apply to the new period of time if the Hotel is able to provide the agreed services at that time. The Hotel shall inform its Customer within a reasonable period as to whether it can meet its obligations. If the service cannot be provided, especially in the event that the Hotel and function rooms booked are already let to third parties for the new time period, the parties may withdraw from the contract without giving reasons. Assertion of claims against the respective other party is excluded. This shall not apply in respect of payments already made; these shall be refunded or credited.

5.6 If no prices are agreed in the specific contract between the Customer and the Hotel, the services and supplementary services utilized by the Customer shall be subject to the Hotel's normal prices, meaning the prices, which the Hotel has published in its price list on its website, and/or has put on public display at the reception.

5.7 If the Hotel has agreed a flat-rate charge with the Customer, unless determined otherwise in the specific contract, this charge applies per day for each Hotel guest and/or event participant or visitor.

5.8 If the Hotel has agreed a minimum turnover figure with the Customer for events for example, (minimum total turnover; or minimum turnover per participant), in the case that this minimum turnover is not achieved, as compensation for the lost profit the Customer shall be obliged to pay 100% of the difference between the agreed minimum turnover and the actual turnover achieved.

6 INVOICES AND DEPOSITS

6.1 The Hotel is entitled to request, on the conclusion of the Contract or later, an advance payment or security deposit in the form of a credit card guarantee. The amount of the advance payment and its due date may be agreed upon in the Contract, in writing.

6.2 In reasonable cases, e.g. if the Customer is in arrears with the Hotel's

payments or extension of the contract scope, the Hotel is entitled to request an advance payment or security deposit respectively the increase of the contractual advance payment or security deposit up to the full agreed payment, also after the conclusion of the Contract.

6.3 If the Customer uses a credit card to pay for products for which the Hotel requires payment in advance (e.g. guaranteed bookings or standard orders requiring advance payment) without physically presenting the card (e.g. on the phone or internet), the Hotel shall not grant the Customer the right to cancel said charges with the credit card Hotel.

6.4 The total amount minus any advance payments, unless otherwise agreed, after detailed invoicing is to pay against billing at departure or at the end of an event in cash or by credit card (+3% Credit Card Fees.)

6.5 If payment has been agreed on account and the bill is made after the Hotel stay or after the event, the Hotel will send the bill to the Customer with the proviso that the latter will pay the final invoice even if no payment period is specified in the invoice as described in section 6.10 has to settle from invoice receipt and without deduction.

6.6 For group bookings or events, unless otherwise agreed, a deposit due as follows:

Room Allotment (> 5 rooms)

Up to 90 days before arrival a deposit of (50% of the total room revenue).
Up to 60 days before arrival a deposit of (25% of the total room revenue).
Up to 14 days before arrival a deposit of (25% of the total room revenue).

Conference / Seminar / Conference (> 15 participants)

Up to 90 days before arrival a deposit of (50% of the booked services).
Up to 30 days before arrival a deposit of (25% of the booked services).

Banquet (> 15 people)

Up to 30 days before the event, a deposit of (50% of the booked services).

Is payable to the following bank account:

Account name: AG Hotels Schweizerhof and Post Davos
Account number: 453350-71
Clearing number: 4835
SWIFT: CRESCHZZ80A
BIC: CH67 0483 5045 3350 7100 0

6.7 For short-term group bookings within 4 weeks prior to arrival, the deposit will be forfeited and the full amount of the reservation will be charged in full immediately upon confirmation of the booking. The deposit can be made both by credit card (+3% credit card fee) or bank transfer.

6.8 The Hotel is entitled to perform a credit check. For security reasons, the Hotel requires a security deposit in the form of a valid credit card guarantee. An invoice will be issued to the address stated on the declaration form, after the stay / event. Only fully completed forms of the Hotel with the company's respective agency's/institution's based in Switzerland will be accepted. The Hotel reserves the right to decline declarations of assumption of costs in particular cases. No invoices will be sent abroad.



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6.9 Separate confirmations for visa requests will be only issued after a full prepayment of the total booking amount. Normally, the service is made by fax to the accordant embassy. For this service a fee in the amount of CHF 10 applies, which is payable together with the prepayment and which is not refundable under any circumstances even if the visa request should be refused by the embassies, consulates, or visa processing agencies concerned.

6.10 Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Customer shall be in default at the latest upon failure to pay within 15 days after the receipt of an invoice. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5 per cent above the base rate. For business transactions, the default interest rate is 8 per cent above the base rate. The Hotel reserves the right to prove a higher damage. For each dunning letter sent after default occurs, the standards and services for the price agreed without recourse if the accommodation in the booked Hotel is not possible. Hotel may charge a reminder fee of CHF 15.

6.11 The Customer shall be entitled to a set-off or a reduction respectively to exercise the right of retention as against a claim of the Hotel with only undisputed or unappeasable legally binding claims.

7 REVOCATION BY THE CONSUMER (CANCELLATIONS AND NO SHOWS)

The Hotel grants the Customer a right to revoke the contract at any time. In this respect, the following provisions shall apply:

Cancellation Policy for Room Allotments

7.1 For group bookings (allotments) of 5 rooms or more, the following cancellation deadlines apply, unless otherwise agreed:

Up to **90 days before** arrival, the entire reservation status can be cancelled free of charge.

Up to **60 days before** arrival, max. 25% of the actual reservation state can be cancelled without charge.

Up to **14 days before** arrival max. 10% of the actual reservation state can be cancelled without charge.

Thereafter, a cancellation fee of 100 percent of the agreed total booking amount will be charged. Unless otherwise agreed, unclaimed room contingents will be released for open sale outside the cancellation periods.

7.2 The Hotel sends a template for a list of participants to the Customer with the following information, which must be returned to the hotel no later than 2 weeks before arrival:

- First and last name of the participants of the event
- E-mail address / VIP's / date of birth
- arrival date / departure date / arrival time
- payment terms
- Incompatibilities / allergies / special requests

7.3 In the event of a quota booking without a list of rooms by the organizer or Customer, the Hotel rooms are to be booked directly by the guests and individually guaranteed by means of a valid credit card. After

expiry of the period set by the hotel, the remaining rooms of the respective quota will be released for open sale. The Customer is liable in any case for unpaid costs of the booked rooms and consumptions of his guests (no shows, minibar, etc.). Depending on the size of the booking, the Customer must pay in advance or guarantee by credit card with appropriate signature.

Cancellation Policy for Meetings & Conferences

7.4 The Customer is obliged to indicate to the Hotel the expected number of participants. The following cancellation policy applies to events as from 15 attendees, unless otherwise stipulated in the contract:

Up to **90 days before** arrival, the entire reservation status can be cancelled free of charge.

Up to **60 days before** arrival, max. 25% of the actual reservation state can be cancelled without charge.

Up to **14 days before** arrival max. 10% of the actual reservation state can be cancelled without charge.

Thereafter, a cancellation fee of 100 percent of the agreed total booking amount will be charged.

Cancellation Policy for Banqueting

7.5 For banqueting of more than 15 guests, the following cancellation policy applies, unless otherwise stipulated in the contract:

Banquets up to 29 people

Up to **14 days before** arrival, the entire banquet reservation can be cancelled free of charge.

Up to **7 days before** arrival max. 10% of the actual banquet reservation state can be cancelled without charge.

The Hotel shall receive notice of the final number of participants in writing at the latest 2 working days prior to the event.

Banquets as from 30 people

Up to **90 days before** arrival, the entire banquet reservation can be cancelled free of charge.

Up to **30 days before** arrival max. 25% of the actual banquet reservation state can be cancelled without charge.

Up to **14 days before** arrival max. 10% of the actual banquet reservation state can be cancelled without charge.

The Hotel shall receive notice of the final number of participants in writing at the latest 14 days prior to the event.

Thereafter, a cancellation fee of 100 percent of the confirmed services will be charged on the day of the event. If no prices have yet been agreed, an amount of CHF 80PP is assumed.

7.6 The hotel will send a template to clarify details and payment instructions for banquets and meetings, which must be returned to the hotel no later than fourteen working days before the event.

7.7 A withdrawal of the Contract entered with the Hotel, has to be submitted in writing. The cancellation is not, however, valid without the written affirmation of the Hotel. Failing that, the original price stipulated in the Contract must be paid in full even if the Customer fails to take advantage of the services stipulated in the contract.



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7.8 Upon placing the order, the Customer is obliged to indicate to the Hotel the expected number of participants. Fourteen working days prior to the event at the latest, the Hotel shall receive notice of the final number of participants in writing so as to ensure thorough preparation. A change in the number of participants by more than 5 % shall require the Hotel's consent.

7.9 When charging services to be rendered by it on the basis of the number of registered participants (such as food and beverage), the Hotel shall calculate its price on the basis of the actual number of registered individuals in the case of an increase in the registered and contractually agreed number of participants.

7.10 In the case of a reduction of the number of participants / guests by more than 10 %, the Hotel shall be entitled to reasonably increase the prices as well as to change the confirmed hotel and/or function room, unless this could not be reasonably accepted by the Customer. The prices may also be changed by the Hotel if the Customer subsequently wishes to change the number of the participants, the service of the Hotel or the duration of the event, and the Hotel gives its consent thereto. If a separable part of a booked event is not used, the Hotel may request a reasonable compensation for the part not called pursuant to the provisions of clause 7.5.

7.11 In the case of an increase in the number of participants, the calculation shall be made based on the actual number of individuals.

7.12 The Customer is free to prove that the Hotel's expenditure savings are higher.

7.13 In case of a no-show, a 100% cancellation fee of the total amount will be charged to no shows or late cancellations.

7.14 The above provisions on the compensation shall apply if no other regulations have been declared in the Contract. Other regulations may apply for bookings during special dates like fairs, conferences or holidays and for certain promotional offers like but not limited to advance purchase rates.

7.15 During exhibition days or conferences, unless otherwise agreed, a full deposit is required and reservations cannot be cancelled free of charge. In case of cancellation or no-show the Hotel will raise a cancellation fee of 100 percent of the booking value.

7.16 If rooms are not used by the Customer, the Hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not rented out to a third party, the Hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the Customer is obligated to pay 100% of the contractually agreed rate for lodging with or without breakfast. The Customer is at liberty to show that the claim mentioned above was not created, or not created in the amount demanded.

7.17 To the extent that the Hotel and Customer agreed in writing upon a date for a cost-free cancellation of the contract (i.e. option date), the Customer may cancel the contract up to that date without incurring payment or damage compensation claims by the Hotel. The Customer's right of cancellation shall expire if it does not exercise its cancellation right in writing vis-à-vis the Hotel by the agreed date.

7.18 Cancellation by the Customer of the contract concluded with the Hotel requires the Hotel's written consent. If written consent to the Customer's cancellation of the contract is given by the Hotel on condition that the Customer pays damages for the unused rooms, the relevant invoice shall be issued without VAT.

7.19 In case of a no-show, where the customer does not avail itself of the contractual services, the relevant invoice stating the VAT owed due shall be issued. This applies provided there is no change in the relevant instructions released by the tax authorities.

8 REVOCATION BY THE HOTEL

8.1 To the extent that a right of cost-free cancellation within a certain period and/or option date was agreed in writing with the Customer, the Hotel is entitled for its part also to cancel the contract during that period. This also applies, if there are inquiries from other Customers and/or changed circumstances (i.e. special events) regarding the contractually reserved rooms and the Customer does not waive its right of rescission upon inquiry thereof by the Hotel.

8.2 In case an advance payment agreed or stipulated in clause 6 Paragraph 4-7 is not performed within a period prescribed for this purpose, the Hotel is entitled to revoke the Contract.

8.3 Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if

- a) force majeure or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract;
- b) misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to disclosing information about the person of the Customer, or the purpose of the stay (i.e. business, leisure, cultural, political or exhibition);
- c) the Hotel has justified reason to assume that in case the Customer makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organization;
- d) the Hotel has gained knowledge that the financial situation of the Customer has considerably worsened after conclusion of contract, in particular if the Customer does not pay for due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
- e) the Customer has filed an application for the opening of insolvency proceedings, made an affidavit according to the Swiss Law, initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
- f) insolvency proceedings are opened on the assets of the Customer or the opening of the same is rejected for lack of assets or any



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other reasons.

8.4 The Hotel is obliged to inform the Customer of the exercising of the revocation right in writing without delay.

8.5 In the above cases of revocation the Customer is not entitled to compensation for damage.

9 LIABILITY OF THE HOTEL

9.1 The Hotel is liable for its obligations arising from the contract. Claims by the Customer for compensation for damages are excluded. Damages arising from injury to life, body or health if the Hotel is responsible for the breach of obligation, other damages which are based on an intentional or grossly negligent breach of obligation by the Hotel and damages which are based on an intentional or negligent breach of duties typical to the contract by the Hotel are excluded from this. There is breach of duty by the Hotel if it is committed by its legal representatives or persons assisting in the performances of obligations. Should there be disruptions or faults in the services of the Hotel, the Hotel shall endeavour to find a remedy from the time it knows of the disruption or fault or upon being informed immediately by the Customer. The Customer is obligated to contribute what is reasonable to remove the disruption and to keep possible damages as low as possible.

9.2 The Hotel is liable to the Customer for property brought in to the Hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed CHF 1500 and up to CHF 200 for cash, securities and valuables stored in the in-room safe. The Hotel recommends that guests make use of this option.

9.3 The Hotel shall be liable for any other damage caused by slight negligence only if such damage results from the violation of a material contractual obligation or a cardinal duty in a way that endangers the purpose of the Contract. In these cases liability shall be limited to the damage typically foreseeable for such type of contract.

9.4 The foregoing limitations of liability shall apply for any claims for damages, irrespective of their legal basis including claims arising from tort. Aforementioned limitations of liability shall also apply in cases of any claims for damages of a Customer against employees or vicarious agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.

9.5 If the Customer is – even against payment – provided with a parking space in the garage or the car-park of the Hotel, this shall not constitute the conclusion of a contract of bailment deposit. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall not be liable unless the Hotel, its legal representatives or its vicarious agents have caused such damage by wilful intent or gross negligence. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.

9.6 The Hotel treats with care messages, mail and consignment of goods

for the Customers. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry.

9.7 Items left behind by the Customer/ Guest shall only be forwarded at the request, risk and expense of the Customer. The delivery address may differ from the Hotel's or Hotel's address. Claims for damages are excluded, except in cases of gross negligence or wilful intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee. Addition to provisions for package tour contracts

9.8 The Hotel shall not be liable for loss or damage suffered by the Customer through use of a special service provided by a third party; the contract partner will be referred to its rights to enforce its claims against the relevant party who arranged the special service in this respect.

9.9 Non-liability: All furniture, fixture and equipment of the Hotel are available for regular purpose of use. Misuse of furniture, fixture and equipment is expressly prohibited. The Hotel does not assume any liability for damages caused by misuse of the latter. The Hotel reserves the right to invoice damages caused by the Customer.

10 LIABILITY OF THE CUSTOMER

10.1 The Customer is liable for damage to buildings and / or inventory caused by himself, his family members or guests, event participants or visitors, employees or other third parties in his area, according to the statutory provisions. It is up to the Customer to sufficiently insure himself for such liability cases. The Hotel is entitled to demand proof of insurance.

11 FINAL TERMS

11.1 Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions shall be made in writing. Unilateral changes or modifications on the part of the Customer shall be invalid.

11.2 Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel, or upon the Hotel's request, Davos Switzerland. To the extent a Customer does not have a general place of jurisdiction within the territory of Switzerland; the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Customer.

11.3 Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply. Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in writing. Unilateral changes or additions by the Customer are invalid.

11.4 There is a strict smoking ban in the entire Hotel and its rooms, as well

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MOROSANI HOTELS DAVOS
★★★★

GENERAL TERMS AND CONDITIONS FOR THE HOTEL CONTRACT for group reservation and events organisation

as public spaces, unless expressly approved by the Hotel in designated areas.
If this is breached, the Hotel is entitled to claim a contract penalty amounting to CHF 1'000 (to cover fire-brigade charges and additional cleaning).

11.5 This contract is subject exclusively to substantive Swiss law. The parties agree that the exclusive place of jurisdiction is Davos, Switzerland.

Stand: Davos, May 2018