

TERMS AND CONDITIONS – HOTEL SEEHOF DAVOS

1. BASICS

These general terms and conditions (GTC) rule over the legal relationship between the guest / client, named guest hereafter, and the Hotel Seehof Davos AG, Baar as operator of the Hotel Seehof Davos named hotel hereafter. To simplify these terms and conditions, regardless in reference to which services, it is always referred to as “contract.”

Only the valid GTC's apply, which are relevant at the time of closing the contract. Guest GTC are only applied if this has been agreed upon by both parties in writing **prior** to signing the contract.

Should single terms of these general terms and conditions be invalid or ineffective, this will not affect the validity of the contract and the other GTC. In addition, the legal stipulations apply.

2. PLACE OF JURISDICTION / APPLICABLE LAW

Davos Graubünden is the place of jurisdiction for any possible arguments resulting from this contract unless another lawful mandatory place of jurisdiction exists.

Only Swiss law will be applied for all contractual-, reservations-, possible additional agreements and general terms and conditions. Implementation and place of payment is the place of business of the hotel.

3. DEFINITIONS

Groups

Groups in the sense of these GTC are travel groups with a minimum number of 10 booked rooms.

Written confirmations

Fax and emails are also considered written confirmations.

Contractual partners are the guest and the hotel.

4. CONTRACTUAL ITEM / SCOPE

The contract regarding rental of rooms, meeting rooms, areas as well as the ordering of other deliveries and services are concluded with the written confirmation of the guest. A reservation which is made on the day of arrival is valid as soon as the hotel accepts the reservation. Changes to the contract will only be binding for the hotel as soon as the written reconfirmation follows. One-sided changes or additions by the guest are ineffective. The subleasing of the rooms, as well as the use thereof for other than overnight accommodation, must be consented to by the hotel in writing.

5. SCOPE OF SERVICE

The scope of services of the contract is based on the individually made and confirmed reservation of the guest. The guest has – unless there are other contractually defined agreements – no right to a specific room.

Should in spite of the written confirmation no hotel room be available, the hotel must inform the guest in a timely manner and supply an equal alternative in a nearby hotel of a similar category or higher. Possible additional expenses for the alternate hotel will be covered by the hotel. Should the guest deny the alternative, the hotel is obligated to reimburse the guest for services provided by him (i.e. prepayments). Additional claims for the guest do not exist.

6. DURATION OF USE

Subject to other agreements, the guest has the right to use the room from 3 pm on the day of arrival until 11 am on the day of departure. Should arrival be after 10.30 pm, the hotel needs to be informed by latest 6 pm on the day of arrival by telephone or in writing about the late arrival time. Otherwise the hotel will be allowed to dispose of the room otherwise. Should the guest check out after 1 pm, the hotel is allowed to charge CHF 50 for the extended use of the room until 6 pm, from 6 pm onwards the amount of CHF 100 may be charged.

Contractual claims of the guest to continue to use the space are not justified with this payment. The enforcement of compensation claims remains. Should the guest not check out at the agreed time, the hotel will take the right to remove the belongings of the guest and keep them in a place where they will be charged for.

7. PRICES / DUTY OF PAYMENT

The prices communicated by the hotel are calculated in Swiss Francs (CHF) and include the legal VAT taxes. The guest is obligated to pay the agreed upon price for the rented room and additional claimed services according to their respective prices. This also is valid for orders of their accompanying people and visitors. An increase of legal fees/taxes after finalization of the contract must be carried by the guest. Prices in foreign currencies are approximate values and will be charged according to the daily exchange rate. Valid are the prices which were confirmed by the hotel.

The prices may be changed by the hotel if the guest retroactively makes changes to the number of the booked rooms, services of the hotel or the duration of stay of the guests. According to agreement, the hotel may charge a prepayment of 60% of the total amount due. The prepayment is to be considered as a partial payment for the agreed upon amount. The hotel may also ask for a credit card guarantee rather than a prepayment. A prepayment is due within 30 days after receipt of the reservation confirmation; to be paid no later than 4 weeks prior to the arrival date. Should the reservation be made short-term, the hotel will ask for a credit card guarantee for the total amount reserved.

Should no credit card have been presented or prepayment not have been made in due time, the hotel may immediately withdraw from the contract (incl. all confirmations of additional services) without notice and the cancellation charges according to number 9 of these GTC will apply. The hotel has the right to settlement at any time or a partial settlement for its services provided to the guest.

The final invoice includes the agreed upon price plus possible surplus amounts which were induced for additional services of the hotel for the guest and / or his accompanying persons. The final invoice is – except in the case of previous agreement of both parties – to be settled at check-out on the day of departure in Swiss Francs in cash or by accepted credit card. For every reminder of payment, the hotel is entitled to charge a reminder fee of CHF 10. In reference to claims of the hotel, the objection of charges is barred.

8. WITHDRAWAL BY THE HOTEL

Up until 7 days prior to the agreed arrival day of the guest, the hotel can withdraw without charges from the contract. In addition, the hotel is entitled to immediately withdraw due to factual justifiable reasons from the contract by immediate, one-sided and written explanation. Factual justifiable reasons could be for example:

- an agreed upon prepayment or security deposit was not made within the time frame stipulated by the hotel
- force majeure or other circumstances which make it impossible for the hotel to fulfill the contract objectively
- rooms or space which were booked under confusing or incorrect indications i.e. in the person of the guest or the use- or stay purpose were booked or utilized
- the hotel has justified grounds to assume that the claim of the agreed upon services might interfere with the smooth business operations, the security of other guests or damage of the hotel's reputation
- the guest has become insolvent or gone bankrupt or has ceased to make payments;
- the use, respectively the event may be illegal.

Should the hotel withdraw from the contract due to the above mentioned reasons, the hotel will not owe the guest any damage compensation and the payments for the booked services remains owed.

9. CANCELLATION OF RESERVATIONS / CANCELLATION CHARGES

Cancellation

A cancellation of the reservation must be consented to in writing by the hotel. Should this not have been confirmed, the agreed upon price is due even if the guest does not make use of the contracted services. In case of no-show of the guest, a minimum of 100 % will be charged of the booked services. Essential and critical for the calculation of cancellation charges is the arrival of the written cancellation of the guest at the hotel. This is valid for letters as well as fax- and email messages.

Should the guest retreat from the contract without presenting a confirmed cancellation or should changes in bookings or cancellations of certain reservations or services occur, the hotel is entitled to charge below mentioned cancellation charges:

Individual reservations

Individual reservations may be cancelled without charge up until 7 days prior to the agreed upon arrival date.

Group reservations

The below mentioned cancellation charges apply when more than 10 people in a group (see section 3) or 30% of the booked services have been cancelled:

- The group reservation may be cancelled without charge up until 90 days prior to the agreed upon arrival date. Written cancellation of the stay received 89-61 days prior to the confirmed arrival date will be charged with 30% of the reservation confirmation.
- Written cancellation of the stay received 60-45 days prior to the confirmed arrival date will be charged with 60% of the reservation confirmation.

- Written cancellation of the stay received 44-22 days prior to the confirmed arrival date will be charged with 80% of the reservation confirmation.
- Written cancellation of the stay received within 21 days prior to the confirmed arrival date will be charged with 100% of the reservation confirmation.

Damage reduction

The hotel will aim to resell cancelled single reservation- and group reservation services and rooms. Should the hotel be able to resell the cancelled services within the defined time frame to a third party, the cancellation charges will be reduced accordingly.

10. ARRIVAL NOT POSSIBLE

Should the guest not be able to arrive due to Force Majeure (floods, avalanches, earth quakes, etc.) or arrive later, he will not be held responsible to cover the costs for the services booked or rooms which could not be occupied. The guest will be expected to prove the impossibility of arrival. The guest's responsibility to pay for the reserved stay starts from the moment of a possible arrival.

11. EARLY DEPARTURE

Should the guest depart early, the hotel is entitled to 100% of the total amount of the booked services. The hotel will try to resell the cancelled rooms / services to a third party. Should the hotel succeed in reselling to a third party for the same time frame, the total owed by the guest for the cancellation respectively early departure will be reduced accordingly.

12. STAY / KEY / SECURITY / INTERNET / SMOKING

The hotel room is reserved exclusively for the registered hotel guest. A third person using the room or the use of the room by an additional person must be consented to by the hotel in writing.

By finalizing the contract, the guest has the right to use the room for the usual use of the rented space and the facilities of the hotel and the usual service which are accessible to all guests for him and his guests. All guests must adhere to the rules of the house.

The hotel will supply the guest with a key card which gives the guest access to the hotel 24h per day. Loss of the card / key must be reported immediately to the front desk. A damaged card or the loss of the card will be charged with CHF 10.

In order to gain access to the internet, the guest must turn to the front desk for his personal login details. This service is free of charge for all guests. The guest is responsible for the use of his login details. The guest will be liable for misuse and illegal behavior in reference to the internet.

Smoking is not allowed except in the designated rooms / areas.

13. EXTENSION OF STAY

Subject to other agreements, the guest has no right to an extension of his stay.

Should the guest not be able to depart from the hotel on the day of his departure due to unforeseen circumstances / force majeure (i.e. blizzards, flooding, etc.), and should no departure possibilities exist, the contract will be automatically extended according to the contracted conditions.

14. ADDITIONAL TERMS AND CONDITIONS FOR GROUPS

Group rates are only applicable with prior agreement and written confirmation by the hotel. For groups consisting of less than 20 guests, rates are the same as for single guests. The common arrival / departure dates must be communicated to the hotel in writing 7 days prior to arrival. A master invoice will only be given to the tour leader, who will be held responsible for this amount.

The final number of guests of the group (incl. list of names) must be communicated to the hotel 7 calendar days prior to arrival of the group. Should the group be smaller than originally communicated, the missing guests will be charged for with 80% of the reserved services. Additional people will – assuming space is available – be counted as and charged for as individual guests. For cancellations of group reservations, charges apply according to number 9 of this document.

15. FOOD & BEVERAGE

All food and beverage items must be purchased from the hotel. Exceptions may be made (specialties, etc.) in written accordance with the hotel. In such cases, the hotel is entitled to apply service charges, respectively charge “corkage fees”, see separate listing.

16. HANDLING, USE AND LIABILITY

Hotel

The hotel will not be held liable legally for light and medium negligence. The hotel is only liable for intentional or large negligence. Should disturbances or shortcomings of the hotel's service arise, the hotel will immediately react to the guest's indications thereof to eliminate this. Should the guest fail to inform the hotel thereof, no claim or reduction in price is justified. The hotel is liable for the items which the guest brought with him according to the legal stipulations; which is the maximum amount of CHF 1'000. As items which the guest brought along are items which he has in his room or safe. For light and medium negligence the hotel is not liable. Should valuables (e.g. jewelry, etc.), cash or commercial papers not be given to the hotel for keeping, the liability of the hotel ceases to exist. The hotel recommends to leave valuables and cash in the safe at the front office. Should a possible damage not immediately be reported to the hotel after its discovery, the guest has no valid claim. The hotel is not liable for services which he mediated. The hotel is not liable for theft or damage of materials brought by third parties.

Guest

The guest is liable towards the hotel for all damages and losses which were made by him, his accompanying people or assistants without the hotel having to prove their fault.

The guest is responsible for the correct usage and return of all technical materials and equipment which the hotel provided him with or organized for him with a third party. The guest is also liable for damages and losses thereof. The guest is responsible for booked services and out of pocket expenses which the hotel supplied to third parties.

Third parties

Should a third party make a booking for the guest, he is liable towards the hotel as the purchaser together with the guest as solidary debtor for all commitments of the

contract. Independent thereof, every purchaser is expected to provide all reservation relevant details and information, especially the GTC, to the guest.

17. PETS

Pets require prior consent of the hotel and will be charged for. The guest who brings a pet to the hotel is obligated to keep the pet orderly and always looked after. A third party can watch over the pet and will be compensated by the guest. Pets are allowed in the Lobby Bar, the Stübli and the Chesa restaurant. In all other public spaces, restaurants, meeting rooms and wellness areas pets are forbidden.

18. LOST AND FOUND

Lost and found articles with clear ownership and knowledge of the corresponding address will be sent to the respective owner. The cost and the risk for the parcel are carried by the guest.

Should ownership not be clear, the article will be kept for another three months on premises.

19. FURTHER REGULATIONS

Should the guest request services which can not be provided by the hotel, the hotel will act as intermediary. The usual limitations of action apply. Should these be able to be altered, the claim for damages of the guest will expire after 6 months.

Advertisements in media (newspapers, radio, television, and the internet) giving references to events at the hotel, with or without the use of the unchanged company logo require the prior written consent of the hotel.

In case of damage to reputation or honor on guest review platforms (e.g. Tripadvisor) in reference to services of the hotel which verifiably are untrue, charges will be pressed. The hotel reserves the right to claim compensation.