



GRAND RESORT BAD RAGAZ

★★★★★

GENERAL TERMS AND CONDITIONS OF BUSINESS GRAND RESORT BAD RAGAZ AG

1. Scope of application

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTCs") apply to bookings/orders made/placed by clients/guests (hereinafter referred to as "clients") for various services forming part of the full range of services (hereinafter referred to as "services") offered by Grand Resort Bad Ragaz AG, Pfäferserstrasse 8, 7310 Bad Ragaz, Switzerland (hereinafter referred to as "GRBR AG"). All individual offers made by GRBR AG are based on the GTCs set out below. The GTCs constitute an integral part of the overall legal conditions applicable to each individual booking and order for the services.
- 1.2. Contractual conditions that deviate from and run counter to the GTCs, specifically also including any conditions that clients declare to be applicable upon acceptance of the contract, are only valid if and to the extent that GRBR AG has explicitly accepted them in writing.
- 1.3. The following GTCs also supplement the GTCs for "Events and group reservations of any kind" and the GTCs for "Online bookings". In the event of any contradiction between the present GTCs on the one hand, and the GTCs for "Events and group reservations of any kind" and/or the GTCs for "Online bookings" on the other, the provisions of the GTCs for "Events and group reservations of any kind" and the GTCs for "Online bookings" will prevail.
- 1.4. This document endeavours to use gender-neutral language.
- 1.5. German is the contractual language.
- 1.6. These GTCs can be accessed, saved and printed out at www.resortragaz.ch/de/agb. Alternatively, a copy of these GTCs can be requested at reception.



GRAND RESORT BAD RAGAZ



2. Offer and conclusion of a contract

- 2.1. The fact that GRBR AG represents the services does not constitute a legally binding offer, but rather an invitation to make a booking/place an order.
- 2.2. In the absence of any agreements to the contrary, the contract must be concluded by way of a written, unanimous declaration made by both contracting parties (i.e. GRBR AG and the client). If clients are not themselves parties to the contract, and booking is instead being made (or the order placed) on behalf of a third party that is a party to the contract, then these clients will be jointly and severally liable for all obligations arising from the contract alongside the contracting party.
- 2.3. By way of derogation from Clause 2.2, the following conditions apply to reservations for hotel rooms: Once clients have reserved a room, they will receive written confirmation (generally by e-mail) from GRBR AG. The contract between the client and GRBR AG will not be deemed to have been concluded until this confirmation has been received. The contract between the client and GRBR AG only becomes established when GRBR AG sends the client the written reservation confirmation (generally by e-mail).
- 2.4. Bookings for restaurant services and treatments in the thermal spa and/or the Medical Health Center that are made on site, by telephone or by e-mail can be confirmed in writing at the client's request. As a general rule, the contract is considered to have been concluded on the basis of the unanimous declaration, even without written confirmation. If the client requests written confirmation (generally by e-mail), the contract is only deemed to have been concluded when GRBR AG sends the confirmation.

3. Services, prices and payments

- 3.1. GRBR AG undertakes to provide the services booked/ordered by the client that GRBR AG has confirmed in writing (generally by e-mail).
- 3.2. All prices are in Swiss francs (CHF) and include statutory value-added tax (VAT). The room rates indicated exclude the cantonal visitor's tax that applies at the time of the stay. GRBR AG explicitly reserves the right to change/adjust prices.



GRAND RESORT BAD RAGAZ



- 3.3. If GRBR AG does not demand any deposit/advance payment (which it will then deduct from the amount of the relevant invoice) the full invoice amount must be paid by the client upon departure at the very latest using a credit card, bank card (EC/Maestro, Postcard) or debit card accepted by GRBR AG, or in cash. If the client pays by debit or credit card, the card details will be transmitted to GRBR AG as part of the payment process. After the cardholder has proven their identity as the rightful cardholder, GRBR AG will ask the card issuer to initiate the payment transaction immediately after the payment process has been initiated. The payment transaction will be executed automatically by the credit or debit card issuer and the card will be charged. If the parties have agreed on payment following receipt of an invoice, the full invoice amount will fall due 30 days after the invoice date without further ado. Should the client fall into arrears, GRBR AG is entitled to charge interest of 5% p.a. from the first day of the arrears, and to charge the client for any costs associated with debt enforcement and collection. Cash payments made on site may also be accepted in euros on the basis of the current EUR-CHF exchange rate. The client does not, however, have any right to pay in euros.
- 3.4. If a deposit/advance payment has been agreed for a future service, then the invoice amount falls due 30 days after the invoice date, or after the deadlines specified in the invoice have expired, without further ado. Should the client fall into arrears, GRBR AG reserves the right to cancel the booking at any time and without prior notice, and to withdraw from the contract. GRBR AG explicitly reserves the right to revise its prices after a payment period has elapsed without payment being received, and to conclude a new contract with the client for the service concerned.
- 3.5. All room reservations are subject to various conditions regarding rates and the services included in the booking that are to be used during the client's stay. These conditions are set out in the relevant original booking confirmation. If such services are included in the rate, but are not used during the guest's stay in accordance with the original booking confirmation, the client will not receive any credit to be used for any future stays, or any refund for the services included. Any services included in the booking that are not used during the client's stay expire automatically.
- 3.6. All the categories of reservations/bookings listed below are considered group bookings, and are subject to separate contractual conditions:



GRAND RESORT BAD RAGAZ



- 3.6.1. Reservations/bookings for 10 or more rooms with the same arrival and departure date and/or under the same name and/or made by the same client.
- 3.6.2. Reservations/bookings for 10 or more treatments or reservations in the same area of the business and/or under the same name and/or made by the same client on the same day.
- 3.6.3. Reservations for tables for 10 or more people made at the same time, in the same restaurant and/or under the same name, and/or made by the same client.
- 3.7. GRBR treats the scenarios listed in Clause 3.6 as group reservations, meaning that they are not subject to these GTCs. Rather, they are subject to the specific GTCs for "Events and group reservations of any kind".
- 3.8. The rooms booked may be occupied by the maximum number of people per room category/type as specified by GRBR AG.(see also Clause 7.2).
- 3.9. GRBR AG can arrange for the client to receive and/or make use of services provided by internal service providers (thermal spa, Medical Health Center, golf courses, Tamina Therme, Casino Bad Ragaz AG). If clients wish to cancel any services arranged in this way, they are responsible for cancelling the services themselves (see also Clause 8.4).
- 3.10. GRBR AG can arrange purchases of services from external service providers on behalf of the client. The client may be charged up to 15% of the price of the external services to reflect the work involved in making the arrangement and the resulting additional costs incurred by GRBR AG. GRBR AG will inform the client of the surcharge that applies to the service in each case as appropriate.

4. Validity of the rules of conduct

The rules of conduct, as published in the various areas that make up GRBR AG, constitute an integral component of these GTCs. The latest version is published in the area concerned.



GRAND RESORT BAD RAGAZ



5. Checking in and out of hotel rooms and suites

- 5.1. Hotel rooms and suites can be occupied from 3 pm on the day of arrival (check-in). The room must be vacated by 12 noon on the day of departure (check-out).
- 5.2. If the client checks out after 12 noon on the day of departure without the prior approval of GRBR AG, GRBR AG will charge the client 50% of the applicable room rate if they check out before 6 pm, and 100% of the applicable room rate if they check out after 6 pm.
- 5.3. Should it prove impossible to make the hotel rooms booked in advance available as a result of unforeseen circumstances, GRBR AG is obliged to arrange accommodation in a hotel of a similar category and comparable quality. (The scenarios described in Clauses 6.1 and 6.2 are excluded from this obligation.) GRBR AG will assume all costs associated with making the new arrangements, including the costs of transport from GRBR AG to the alternative hotel. While GRBR AG will not assume any costs other than those referred to above, it will cover the price difference between the rate at which the room was originally booked and the rate charged for the alternative accommodation. Therefore, the client must pay the room rate set out in the contract/agreement to GRBR AG. If the room rate for the alternative accommodation is lower than the rate for the room booked with GRBR AG, the client will pay the lower room rate for the alternative accommodation.

6. Force majeure and rescission by GRBR AG

- 6.1. If the service to be provided by GRBR AG pursuant to a contract concluded with the client is hindered considerably or rendered impossible, in full or in part, due to force majeure (including epidemics, pandemics or official orders issued by the relevant authorities) or other circumstances that are beyond GRBR AG's control, GRBR AG may opt to rescind the contract, in full or in part to the extent of the unfulfilled part of the contract, without paying any compensation.
- 6.2. GRBR AG may also rescind the contract without paying compensation if there is good reason for GRBR AG to suspect that the client's stay could pose a risk to the smooth operation, safety or reputation of GRBR AG. GRBR AG explicitly reserves the right to assert claims for damages against the client in such circumstances.



GRAND RESORT BAD RAGAZ



7. Official fire safety regulations/other safety regulations/use of decorations

- 7.1. The client agrees to comply with all of GRBR AG's fire safety regulations, in particular with regard to keeping escape routes clear, complying with the smoking ban and complying with the ban on lighting candles in hotel rooms. If clients bring decorations with them, these decorations must comply with the official fire safety regulations. Where there is any doubt as to whether such decorations comply with these regulations, the client undertakes to clarify with GRBR AG in advance whether the decorations can be used. GRBR AG reserves the right to ban the use of certain decorations.
- 7.2. The client undertakes to ensure that the number of people who have access to the room types booked does not exceed the number permitted by the hotel's rules and regulations. The maximum number of people who can occupy a specific room type, as specified by GRBR AG, is binding. If these regulations are breached, GRBR AG will refuse to accept any liability. GRBR AG will also reserve the right to take such measures as are necessary (e.g. making an additional room available at a cost, turning guests away, or similar).
- 7.3. The prior consent of GRBR AG is always required before any decorations and/or other objects are affixed to walls, doors and ceilings on GRBR AG premises. The client is liable in full for any damage incurred by GRBR AG due to the use of these decorations and/or other objects.

8. Cancellation policy and costs

- 8.1. Individual hotel room bookings can be cancelled up to seven days before arrival. GRBR AG will charge 100% of the total cost of the booked stay for reservations cancelled after this point. Cancellation notices and notifications of changes must be sent in writing to reservation@resortragaz.ch, or by letter to the resort's postal address.
- 8.2. The provisions governing the cancellation of hotel rooms booked in connection with events are set out in the "General Terms and Conditions of Business for events and group reservations of any kind".
- 8.3. The provisions governing the cancellation of event bookings not including hotel rooms are set out directly in the reservation confirmation for the specific premises booked, and in general in the "General Terms and Conditions of Business for events and group reservations of any kind".



GRAND RESORT BAD RAGAZ



- 8.4. Services booked in the thermal spa (not including package services pursuant to Clause 8.4), in the Medical Health Center (not including package services pursuant to Clause 8.4), and in the Hair Spa, golf tee-off times on one of the two golf courses, and reservations for tables in the restaurants must be cancelled by notifying GRBR AG at least 24 hours before the time of the appointment. If notice of cancellation is received less than 24 hours before the booked appointment, GRBR AG reserves the right to invoice the client for the full price of the service booked.
- 8.5. Package services booked (e.g. as part of programmes) in the Medical Health Centre and the thermal spa can be cancelled free of charge up to seven days before the programme starts. 50% of the package price will be invoiced to the client for cancellations received by GRBR AG less than seven days before the programme starts.
- 8.6. The client may opt to have another person use the services booked instead of cancelling the booking. If another person is to use the services, GRBR AG must be notified in advance of that person's identity wherever possible.

9. Damage, liability, statute of limitations

- 9.1. Clients are liable in full vis-à-vis GRBR AG for all damage, losses or other disadvantages caused by them or by third parties in connection with their stay and/or booking.
- 9.2. If GRBR AG incurs damage as a result of the services booked not being used in accordance with the contract (e.g. late cancellation, no-show, late arrival, early departure), the costs concerned will be borne by the client.
- 9.3. Any liability on the part of GRBR AG is excluded to the extent permitted by law. In particular, GRBR AG assumes no liability for ordinary negligence, for any vicarious agents and substitutes employed, for any lost profit, or for any other direct or indirect consequential damage. GRBR AG assumes no liability, under any circumstances, for incidents where the client or any third party is at fault.
- 9.4. GRBR AG refuses to accept any liability for theft or damage to property caused by clients or third parties in connection with their stay.
- 9.5. Messages, mail and parcels addressed to the client will be handled with due care. GRBR AG will ensure that these items are



GRAND RESORT BAD RAGAZ



delivered, stored and, if explicitly requested, forwarded in return for a fee. GRBR AG refuses to accept any liability for any items of mail and/or parcels that are not delivered correctly.

- 9.6. If GRBR AG places orders with third parties (e.g. external service providers or suppliers of goods) on behalf of, and in the name of, the client, and if these services provided by GRBR AG are charged to the client by the GRBR AG concierge service on the basis of a receipt and added to the client's current hotel invoice (paid-outs), GRBR AG will not accept any liability for the accuracy of the third-party invoice. The client undertakes to assert any claims relating to the orders concerned directly with the third party.

10. Data protection

The manner in which data is collected and processed by GRBR AG is explained in the data protection statement. This data protection statement constitutes an integral contractual component of these GTCs, and clients declare that they have acknowledged and agree to its terms. The data protection statement is available at www.resortragaz.ch/de/datenschutzerklaerung

11. Severability clause

If any provision of these GTCs is invalid, in full or in part, it will be replaced by an equivalent provision which most closely approximates the economic value of the invalid provision. This will not affect the validity of the remaining provisions.

12. Amendments to the GTCs

GRBR AG reserves the right to amend these GTCs at any time. The latest version is published on this website and applies to transactions covered by the scope of these GTCs that are executed from the date of publication onwards. The version of the GTCs that is valid at the time of the transaction will apply in each case.

13. Applicable law/place of jurisdiction

- 13.1. All contracts concluded are governed exclusively by Swiss law, excluding conflict of laws provisions.
- 13.2. The ordinary courts of law in the location where GRBR AG has its registered office have exclusive jurisdiction over all disputes arising



GRAND RESORT BAD RAGAZ



from, or in connection with, these GTCs, including disputes regarding their valid establishment, their legal validity, interpretation, performance, infringement, amendment or cancellation, as well as any related extra-contractual claims. Other places of jurisdiction mandated by law remain unaffected.

Bad Ragaz, 4 May 2022