



## General terms and conditions for events and group reservations of any kind

### 1. Scope of application

These General Terms and Conditions for Events and Group Reservations of any kind (hereinafter referred to as "GTC Events") apply to Reservations or bookings of 10 or more rooms for the same arrival and departure date and/or under the same name and/or by the same customer; reservations or bookings of 10 treatments or reservations and more in the same operating area and/or under the same name and/or by the same customer on the same day; Table reservations for 10 persons and more at the same time, in the same restaurant and/or under the same name and/or by the same customer; and Event bookings

as well as for all related services provided by Grand Resort Bad Ragaz AG, Pfäferserstrasse 8, 7310 Bad Ragaz (hereinafter referred to as "GRBR AG") and booked or ordered by the customer or guest (hereinafter referred to as "Customer"). All offers made by GRBR AG with regard to room bookings for groups and/or events are based on the following GTC Events. They are an integral part of the legal framework of each individual reservation.

These GTC Events are also authoritative for the organisation of seminars, conferences, banquets and all related hospitality by GRBR AG.

Any other contractual conditions that deviate from the GTC Events, including but not limited to those that the customer declares to be applicable together with the acceptance of the contract, shall only be valid if and insofar as they have been expressly accepted by GRBR AG in writing.

The masculine form used below also includes the feminine form of the respective term.

The contractual language is German.

These GTC Events can be accessed, saved and printed out at the following link. Alternatively, a copy of these GTC Events can be requested at the reception.

GRAND RESORT BAD RAGAZ AG  
CH-7310 Bad Ragaz  
Switzerland

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meeting@resortragaz.ch  
www.resortragaz.ch





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## 2. Relationship to the general conditions

These GTC Events are a supplement to the GTC of the Grand Resort Bad Ragaz (available at <https://www.resortragaz.ch/en/agb>). In the event of a conflict between these GTC Events and the GTC Events of the Grand Resort Bad Ragaz (available at <https://www.resortragaz.ch/en/agb>), the provisions of these GTC Events shall prevail.

## 3. Prices

All prices are in Swiss francs (CHF) and include the statutory value added tax (VAT). The room rates quoted are exclusive of the cantonal visitor's tax applicable at the time of the stay. GRBR AG expressly reserves the right to make price changes or adjustments.

GRBR AG may act as an intermediary between the customer and external service providers for the purchase of services. The customer may be charged up to 10% of the external service price for this mediation activity and the resulting extra costs for GRBR AG. GRBR AG shall inform the customer in an appropriate manner about the applicable surcharge for the service..

## 4. Option period

In general, an option period of two (2) weeks after receipt of the first offer applies, unless otherwise stated in the offer.

GRBR AG may also grant the customer an individual option period for certain services, i.e. a period until which the service is pre-reserved for the customer. If no contract for the service for which the customer was granted an option period is concluded by the option period granted, the option granted shall lapse without further ado. After expiry of the option period, GRBR AG may, at its own discretion, otherwise dispose of the reserved premises or pre-reserved services.

## 5. Conclusion of contract / payment / advance payment

After the customer has made a reservation or confirmed the pre-reservation within the option period, he will receive a written reservation confirmation (usually by e-mail) from GRBR AG. Until this confirmation, the contract between the customer and GRBR AG shall not be deemed concluded. The contract between the customer and GRBR AG shall not be bindingly concluded until GRBR AG sends the written reservation confirmation (usually by e-mail) to the customer.

GRBR AG undertakes to provide the services ordered by the customer and confirmed in writing by GRBR AG.

GRBR AG reserves the right to demand an appropriate down payment or advance payment for larger events and preparatory work.

If GRBR AG does not demand a deposit or advance payment, which is deducted from the invoice amount of the relevant invoice by GRBR AG in each case, the full invoice amount must be paid by the customer at the latest upon departure by means of a credit card, bank card (EC/Maestro, Postcard), debit card or cash accepted by GRBR AG. If the customer pays by

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debit or credit card, the card data shall be transmitted to GRBR AG as part of the payment process. After proof of legitimation as a legitimate cardholder, GRBR AG shall request the card company to initiate the payment transaction immediately after the initiation of the payment process. The payment transaction is automatically executed by the credit or debit card company and the card is charged. If the parties have agreed to payment against invoice, the entire invoice amount shall be due and payable without further ado 30 days after the invoice date. In the event of default, GRBR AG is entitled to charge interest at 5% p.a. from the first day of default and to charge the customer for any debt collection costs. For cash payments on site, EUR may also be accepted at the current daily exchange rate of the price in CHF. However, the customer has no right to payment in EUR.

If a down payment or advance payment for a future service has been agreed, the invoice amount shall be due for payment without further ado 30 days after the invoice date or after the deadlines specified in the invoice. In the event of default, GRBR AG reserves the right to cancel the booking at any time and without prior notice and to withdraw from the contract. GRBR AG expressly reserves the right to revise the prices after an unused, elapsed payment period and to conclude a new contract with the customer for the service.

## 6. Occupation and return of the hotel rooms and suites

The hotel room or suite can be occupied from 3 p.m. on the day of arrival (check-in). The room must be returned by 12.00 noon on the day of departure (check-out).

If the customer checks out after 12.00 noon on the day of departure without prior approval from GRBR AG, GRBR AG will charge the customer 50% of the room rate for check-out before 6.00 p.m. and 100% of the room rate for check-out after 6.00 p.m. for the corresponding room type.

## 7. Cancellation regulations: Events, rooms, internal and external service providers

In general, cancellations for booked services must be received by GRBR AG in writing prior to arrival or prior to the event date. Depending on the time of receipt of the written cancellation, GRBR AG reserves the right to demand appropriate compensation. GRBR AG will charge a flat cancellation fee as a percentage of the agreed price.

GRBR AG can arrange services between the customer and internal service providers (Thermal Spa, Medical Centre, Golf Courses, Tamina Therme AG, Casino Bad Ragaz AG). The customer is responsible for cancellations of these mediated services.

GRBR AG may arrange purchases of services between the customer and external service providers. In the event of advance performance by GRBR AG on behalf of the customer vis-à-vis an external third-party service provider, any costs incurred by GRBR AG shall be reimbursed 100% by the customer.

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## 7.1. Cancellation policy for events with hotel rooms

### **UP TO 50 ROOMS, INCLUDING SEMINAR ROOMS AND FURTHER SERVICES**

#### **(CONFERENCE FLAT RATE, TECHNICAL EQUIPMENT AND AGREED THIRD-PARTY SERVICES)**

up to 60 days before the start of the event	no cancellation costs
59 to 40 days before the start of the event	50% of the booked services
39 to 20 days before the event	75% der gebuchten Leistungen
19 to 1 day before the event	100% of the booked services (additionally agreed F&B services)

### **FROM 51 TO 100 ROOMS, INCLUDING SEMINAR ROOMS AS WELL AS FURTHER SERVICES (FLAT-RATE ATTENDANCE FEE, TECHNICAL EQUIPMENT AND AGREED THIRD P-PARTY SERVICES)**

up to 90 days before the start of the event	no cancellation costs
89 to 60 days before the start of the event	50% of the booked services
59 to 40 days before the start of the event	75% of the booked services
39 to 20 days before the start of the event	85% of the booked services
19 to 1 day before the start of the event	100% of the booked services (additionally agreed F&B services)

### **FROM 101 ROOMS, INCLUDING SEMINAR ROOMS AS WELL AS FURTHER SERVICES (FLAT-RATE ATTENDANCE FEE, TECHNICAL EQUIPMENT AND AGREED THIRD P-PARTY SERVICES)**

up to 90 days before the start of the event	no cancellation costs
89 to 60 days before the start of the event	50% of the booked services
59 to 30 days before the start of the event	80% of the booked services
29 to 1 day before the start of the event	100% of the booked services (additionally agreed F&B services)

Reserved rooms that are not or only partially occupied by participants during the event will be charged to the organiser at 100% of the agreed arrangement price. This regulation shall only come into force at GRBR AG if the rooms have been guaranteed or confirmed in writing and can no longer be re-rented due to cancellation at short notice.

Additional participants who do not occupy a hotel room at GRBR AG during the event can register and cancel free of charge up to 10 days before the start of the event. Changes after the 10-day period will be charged at 100% of the booked services.

Services ordered by the customer and provided by GRBR AG in advance shall be reimbursed by the customer at 100% in any case, unless the service provided has already been purchased by the customer.

## 7.2 Cancellation regulations for events without hotel rooms

The detailed cancellation conditions for the various event and seminar rooms are included in the reservation confirmation.

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## 7.3 Cancellation conditions for per diems

The cancellation conditions for the per diems refer to the respective booked premises and are calculated according to the cancellation fee corresponding to the respective room according to the respective applicable percentage. If the per diem is booked in conjunction with rooms, the cancellation regulations for events with hotel rooms apply.

## 8. Obligation to notify the number of participants

For reservations that include food & beverage services, the customer undertakes to notify and confirm the definitive number of participants to GRBR AG no later than 10 calendar days before the event date.

If the actual number of participants exceeds the notified number of participants, GRBRAG shall charge the actual number of participants.

Up to 5% negative deviation from the confirmed number of participants, the actual number of participants shall be charged. If the actual number of participants is more than 5% lower than the originally registered and confirmed number of participants, the original number of participants minus 5% of the original number of participants will be used as the basis for billing.

In the event of significant changes to the original number of participants, GRBR AG reserves the right to reallocate the rooms for seminars and banquets.

## 9. Liability of the organiser and insurance

The liability of GRBR AG is excluded to the extent permitted by law. In particular, GRBR AG shall not be liable for slight negligence, auxiliary persons and substitutes employed, loss of profit or other direct or indirect consequential damage. GRBR AG shall not be liable under any circumstances for the customer's own fault or for the fault of third parties.

The customer shall be fully liable to GRBR AG for all damage, losses or other disadvantages caused by himself or by third parties in connection with his stay and/or booking. If GRBR AG suffers damage as a result of the booked services not being used in accordance with the contract (e.g. late cancellation, no-show, late arrival, early departure), this shall be borne by the customer.

Any necessary insurance is the responsibility of the client.

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## 10. Night surcharge for events

If the services of GRBR AG are used for events after midnight, a night surcharge shall be charged for each hour or part thereof, based on the following list:

### MITARBEITENDE:

Chef de Service	CHF 75 per hour
Chef de Bar	CHF 75 per hour
Waiter	CHF 65 per hour
Cook	CHF 65 per hour

## 11. Cancellation services golf courses

For invitation tournaments cancelled after 31 October for the following year, GRBR AG reserves the right to demand the agreed organisational fee as compensation at its own discretion.

The following cancellation costs apply for invitation tournaments:

- Up to CHF 20,000 lump sum, according to the agreed tournament lump sum based on the tournament agreement.
- If no tournament agreement has been concluded, groups of up to 36 persons may cancel the event free of charge up to 21 calendar days before the reserved date.
- The booked tee times and the associated number of persons communicated to GRBR AG are binding from 48 hours before the tee time.

If no tournament agreement has been concluded, groups of up to 36 persons may cancel the event free of charge up to 21 calendar days before the reserved date.

## 12. Cancellation of sports activities and other services provided by internal and external service providers

The conditions for the indication of definitive numbers of participants for sports activities and/or the cancellation of other service bookings in other operating areas of GRBR AG (Thermal Spa, Med. Zentrum, Tamina Therme AG, Casino Bad Ragaz AG), are regulated directly in the individual written reservation confirmations. Late cancellations or cancellations will be charged to the customer in full. The same applies to services provided by external service providers, insofar as these do not have special contractual conditions.

Other booked group services (e.g. F&B services, etc.) may be cancelled free of charge up to 60 calendar days before the date of the event. After this time, GRBR AG may charge reasonable compensation. GRBR AG shall charge a flat-rate cancellation fee as a percentage of the agreed price in accordance with the list in point 7 of these GTC.

## 13. Smoking

Due to applicable laws for the protection of non-smokers in the canton of St. Gallen, the resort is largely smoke-free. In the hotel area, smoking is only permitted in the Salon Davidoff. In the clubhouse of the 18-hole golf course, smoking is only permitted in the smoking lounge..

## 14. Advertising for events and own hospitality

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The advertising of an event with reference to the holding of the event on the premises of GRBR AG requires the prior written consent of GRBR AG.

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The provision of own catering or catering by third parties on the premises of GRBR AG is prohibited unless the management of GRBR AG has given its prior written consent.

#### 15. Disposal costs

If GRBR AG incurs additional expenses for the disposal of waste caused by the customer or a third-party service provider commissioned by the customer, GRBR AG reserves the right to charge the customer for the costs as follows:

Entsorgung	Menge in	CHF pro Einheit
Kehricht	Kilo	3.5
Sperrgut	Stück	20
Hochglanz Magazine	Kilo	3.5
Karton	Kilo	3.5
ISS- Dokumente	Stück	0.5
Glas/ Porzellan	Stück	2
Altmetall	Stück	5
Elektroschrott	Stück	10
Gartenabfall	Kilo	10
Batterien	Stück	0.5

#### 16. Miscellaneous fees

GRBR AG reserves the right to charge the customer for delivery costs, customs duties, postage, etc. incurred by GRBR AG due to the customer or a third-party service provider commissioned by the customer.

#### 17. Data privacy

The collection and processing of personal data by GRBR AG is explained in the data protection declaration. This forms an integral part of the contract of these GTC Events and the customer declares that he has taken note of it and agrees to it. The data protection declaration is available at: <https://www.resortragaz.ch/en/data-protection-statement>.

#### 18. Salvatorian clause

Should any provision of these GTC Events be invalid in whole or in part, it shall be replaced by an equivalent provision which comes closest to the economic value of the invalid provision. The validity of the remaining provisions shall not be affected thereby.

#### 19. Adaption of the GTC Events

GRBR AG reserves the right to amend these GTC Events at any time. The version valid at the time shall be published on this website and shall apply to transactions within the scope of these GTC Events that take place from the date of publication. The version of the GTC Events valid at the time of the transaction shall be decisive in each case.





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## 20. Applicable law / Place of jurisdiction

All contracts concluded shall be governed exclusively by Swiss law, to the exclusion of the provisions of conflict of laws.

The ordinary courts at the registered office of GRBR AG shall have exclusive jurisdiction for all disputes arising from or in connection with these GTC events, including disputes concerning their valid conclusion, legal validity, interpretation, fulfilment, infringement, amendment or dissolution, as well as non-contractual claims raised in connection therewith. Mandatory legal jurisdictions remain reserved.

Bad Ragaz, 04.05.2022

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