

General Terms and Conditions for Groups and Events

1. Scope of Applicability

These General Terms and Conditions («GTC») are an integral part of all contracts relating to the rental through ZCG Swiss Hospitality GmbH (as owner and operator of the Waldhaus Flims Mountain Resort & Spa) («Waldhaus Flims») of 11 rooms or more to groups or relating to the conducting of seminars, conferences, banquets, or other events and which concern the management and organisation thereof as well as the provision of goods and services corresponding thereto.

2. Contract Conclusion

2.1. Acceptance

The contract is deemed concluded at the time an offer of a customer is accepted in written form by Waldhaus Flims. The electronic confirmation of a reservation shall be deemed an acceptance.

2.2. Amendment

Amendments of the contract or the GTC must be in writing; any terms and conditions of the customer do not apply.

2.3. Options

Waldhaus Flims has the right to otherwise dispose of the booked premises / hotel rooms, upon lapse of the agreed option period.

3. Obligations of the Customer

3.1. Prices

The prices are set forth in the contract and are quoted in Swiss Francs (CHF) incl. value-added tax and visitor's tax. The published prices are non-binding. Unless otherwise agreed, no meals other than breakfast are included in the prices.

3.2. Means of Payment

American Express, Diners Club, Mastercard, Visa, Maestro, JCB and cash are accepted means of payment. Checks are not accepted. For wire transfer the following bank account may be used:

Bank: UBS Switzerland AG
Account No: 230-596451.01H
IBAN: CH48 0023 0230 5964 5101.H
BIC: UBSWCHZH80A

3.3. Advance Payment

(a) Calculation basis of the advance payment is the previously contractually agreed aggregated total amount of a booking. Unless otherwise agreed, the following advance payments become due:

- 10% advance payment at signing of the contract
- 90% advance payment after lapse of the cancellation period free of charge (according to Clause 6)

If the agreed period of time, in which the advance payment should have been paid, lapses, Waldhaus Flims may withdraw from the contract without granting an extension period or may continue the contract.

(b) Unless otherwise agreed, customers with a registered office or place of residence abroad have to deliver an advance payment of 100%.

3.4. Due Date and Liability for Payment Failure by the Participants

(a) Unless otherwise agreed, the remaining amount shall be invoiced within 5 days after departure date. Invoices become due within 10 days upon invoicing.

(b) The customer is liable for unpaid invoices of the participants and these should be paid at the latest on the departure day, unless otherwise agreed.

3.5. Use of the Premises subject to Authorization

The commercial use of the premises of Waldhaus Flims by a customer requires the prior written authorization of Waldhaus Flims. The customer has the responsibility to fulfil and comply with any notification and/or permit obligations of public law or private law, which may apply to such use. In no event shall Waldhaus Flims be liable for any non-existing or invalid permit or notification.

4. Obligations of Waldhaus Flims

4.1. General

Waldhaus Flims undertakes to make the rental premises available, to perform seminars, conferences, banquets and other events and to manage and organise them as well as to provide any corresponding goods and services.

4.2. Additional Services

If the customer wishes services and/or goods, which are not offered by Waldhaus Flims, the latter only acts as an intermediary for such services. Such services and/or goods are not subject to these GTC. Waldhaus Flims is not liable for these services.

5. Check-In/Check-out

5.1. General

The hotel rooms are available for check-in starting from 3 p.m. and check-out must be completed at 11.30 a.m. on the departure day.

5.2. Different Arrangements

(a) Early check-in or late check-out may be agreed on with Waldhaus Flims, subject to the availability of the rooms. The following costs are charged for an early check-in and/or a late check-out:

- Early check-in from 09.00 a.m.:
100% of the daily room rate
- Late check-out after 05.00 p.m.:
100% of the daily room rate
- Late check-out until 05.00 p.m.:
50% of the daily room rate

(b) If a customer occupies the hotel room longer than provided under Clause 5.1 or Clause 5.2, then the customer must pay the amounts stated in Clause 5.2(a).



6. Cancellation Rules

6.1. Cancellation of Hotel Rooms by the Customer

(a) Cancellation Free of Charge:

Cancellation free of charge is possible within the following time limits:

- Size of the group: 10 to 80 rooms:
at the latest 3 months prior to arrival
- Size of the group: from 81 rooms:
at the latest 6 months prior to arrival

(b) Cancellation Fees:

In case of a cancellation after the lapse of the time limits mentioned above the following cancellation fees are charged to the customer (calculation basis is the contractually agreed number of booked rooms):

10 to 80 rooms:

- 1 to 3 months prior to arrival:
50% of the total amount
- Less than 1 month prior to arrival:
100% of the total amount

From 81 rooms:

- 4 to 6 months prior to arrival:
50% of the total amount
- Less than 4 months prior to arrival:
100% of the total amount

(c) Single cancellations (up to 5% of the contractually agreed group size) may be done free of charge until 4 days before beginning of the event. Subsequent cancellations are fully charged to the customer.

6.2. Cancellation of the Banquette Premises by the Customer

(a) The following cancellation rules apply:

- Up to 80 persons:
At the latest 3 months prior to arrival; cancellation free of charge
- From 81 persons or bookings in the *Jugendstil*-Room:
Up to 6 months prior to arrival; cancellation free of charge

(b) After expiry of the above time periods, Waldhaus Flims charges the customer 100% of the room rental plus 50% of the lost revenue according to the contractual agreement (without beverages). Calculation basis is the day having the most bookings during the overall stay.

6.3. Further Cancellation Rules

(a) Applicable date for the calculation of the cancellation fees is the date of receipt by Waldhaus Flims of the written cancellation notification.

(b) In case of anticipated early departure or late arrival 100% of the price is due.

(c) The advance payment paid according to Clause 3.3 is set off against the cancellation fees.

6.4. Cancellation by Waldhaus Flims

(a) Waldhaus Flims may terminate the contract with immediate effect without any further notification, if the contract was concluded giving false or misleading information with regard to the person of the customer, the purpose or the content of an event or stay, or if the premises are used for a purpose in non-conformance to the contract.

(b) Waldhaus Flims may extraordinarily terminate the contract with a good cause, in particular:

- In case of force majeure or other events, which are beyond Waldhaus Flims' control and which render the correct execution of the contract impossible; or
- In case Waldhaus Flims has good reasons to assume, that the use of hotel services by the customer may interfere with a smooth running of the hotel business, or may jeopardize the security or the reputation of Waldhaus Flims.

(c) In case of justified termination of the contract by Waldhaus Flims, the customer has no right to damages.

(d) If the chosen room category is not available due to a reason not mentioned in Section (b) above, Waldhaus Flims may offer the customer another category of room. If the customer is not in agreement with the new room category, both parties are free to terminate the contract, without any further contractual obligation or right. The customer does not have the right to a room in a higher category.

7. Organisation

7.1. Program Schedule

All important information for the conducting of an event such as menu and wine choices, number of participants, seating, table and room decoration, menu printing etc. must be communicated to Waldhaus Flims by the latest 4 weeks prior to the event and a more specific program schedule by the latest 2 weeks prior to the event. The costs for short term modifications, which cause important additional organisational or office work, may be additionally invoiced by Waldhaus Flims.

7.2. Number of Participants

A reduction of the announced number of participants up to 4 days prior to the beginning of the event is possible free of charge. Bigger reductions or a reduction of the number of participants communicated at a later stage are fully charged.

7.3. Give-Aways / Room Distributors

Room distributors have to be announced until the latest 4 days prior to the beginning of the event. Waldhaus Flims charges CHF 5.00 per distributor, if they have to be distributed on the arrival day. For personalized room distributors CHF 8.00 per distributor are charged.

8. Banquette Premises

8.1. Room Utilization / Room Changes

Waldhaus Flims reserves the right to implement room changes, insofar as the premises comply with the agreed requests of the customer. A sublease or subsequent lease of the premises by the customer needs the previous written consent of Waldhaus Flims.



8.2 Handover / Return of the Premises

(a) The handover of the premises including the rental inventory is done with the help of a handover protocol at the beginning of the agreed rent after inspection and verification by the parties.

(b) The customer must return the rental object to Waldhaus Flims completely emptied, at the agreed time and conforming to the agreed conditions.

(c) Decoration, stage structures and the like may only be installed, if they are not permanently fixed and can be removed without damages or deformations. Installation or the use of all other kinds of decoration, stage structures and the like (in particular such, which could lead to damages and deformations) needs a previous written consent of Waldhaus Flims.

8.3. Technique

Waldhaus Flims charges services of the in-house technician at CHF 75.00 per hour.

8.4. Safety Regulations

Further the customer is responsible that the maximum capacity allowed on the premises is observed. The maximum number of persons indicated by Waldhaus Flims is binding. In no event is Waldhaus Flims liable for an infringement thereof.

9. Rooms

9.1. Rooms Contingent

(a) Waldhaus Flims sends to the customer a template of a participant list with the following indications, which has to be returned to the Waldhaus Flims by the latest 2 weeks before arrival:

- First and Surname of the Participants of the Event
- E-Mail Address
- VIPs
- Arrival Date / Departure Date / Arrival Time
- Payment Conditions
- Intolerances / Allergies / Special Wishes

(b) Unless otherwise agreed, unused room contingents will be released to the market 3 months before beginning of the event.

10. Catering / Consumption

10.1. Terms for Guaranteed Numbers

The guaranteed number of persons must be notified in writing at the latest 4 days before beginning of the event. Subsequent changes are charged at 100%.

10.2. Consumption

The customer must provide any consumption through Waldhaus Flims. Exceptions need a previous written approval by Waldhaus Flims.

10.3. Consumption on Location

Receipts/consumptions, which are not contractually agreed on, must be signed on location. The customer must notify to Waldhaus Flims of the authorized signatories.

10.4. Night Surcharges

After midnight Waldhaus Flims charges the following hourly fees for the services of its employees:

Chef de Service	CHF 75.00 per man-hour
Chef de Bar	CHF 75.00 per man-hour

Waiter / Waitress	CHF 75.00 per man-hour
Cook	CHF 75.00 per man-hour

11. Security / Fire Safety Provisions

(a) The customer undertakes to keep the escape routes free and guarantees that all introduced materials comply with the fire safety provisions. Therefore the cantonal legal provisions of the fire police of the Canton Grisons shall be observed.

(b) The handling of fire, open flames, inflammable or explosive substances is prohibited without the previous written consent of Waldhaus Flims. An agreement on the letting off of fireworks has to be concluded up to 3 months before beginning of the event and must include any eventual fire protection permits needed.

12. Liability

(a) The customer is liable towards Waldhaus Flims for all losses and damages whatsoever, caused by itself, its employees, its agents, its participants to the event or any third party, for which the customer is responsible. In particular it is liable for any external suppliers and enterprises, which the customer engaged in relation to the conducting of the event.

(b) Waldhaus Flims is not liable for contractual or non-contractual damages caused by minor or ordinary negligence. In particular, it is not liable for any indirect damages, loss of profits or other subsequent damages. The liability for auxiliary persons (*Hilfspersonen*) is, insofar as legally permitted, excluded for any fault.

(c) The customer is responsible for the insurance of all exhibited objects and all other objects, brought along by the customer, the participants of the event or any third parties. The Waldhaus Flims may at any time request the evidence of an adequate insurance by the customer.

13. General Terms and Conditions for Suppliers/External Entrepreneur

If the customer engages external suppliers or enterprises for the conducting of the event, the customer must ensure that the external suppliers or enterprises correspond to the standard of the hotel. In particular, the suppliers have to use the suppliers' entrance pursuant to Clause 14.1, observe the smoking restriction outside the smoking areas and observe the restriction on the consumption of food and drinks in public areas.

14. Delivery and Shipping

14.1. Supply

(a) All deliveries of exhibition materials, decoration or other deliveries have to be brought through the suppliers' entrance into the hotel. Deliveries and collection have to be coordinated and communicated in advance to the banquette department.

(b) Address for the delivery of goods:

Waldhaus Flims
Via Sorts Sura 11
7018 Flims Waldhaus
Switzerland

14.2. Shipments

(a) Shipments for events have to be communicated in advance in writing to the banquette department or at the latest prior to the



arrival. Waldhaus Flims reserves the right to reject deliveries from an unknown shipper or for an unknown recipient.

(b) Shipments have to be addressed in the following manner:

Waldhaus Flims
Contact Person at the Event Department
Name of the Event / Customer, Date of the Event
Via dil Parc 3
7018 Flims Waldhaus
Switzerland

(c) Mail and packages have to be sent to the main hotel address of Waldhaus Flims. Waldhaus Flims does not pay delivery costs and custom duties for incoming packages. Acceptance may be refused, if this is not complied with.

14.3. Liability and Costs

(a) Waldhaus Flims is not liable for the loss of unannounced deliveries and shipments.

(b) If Waldhaus Flims made an advance payment in favour of the customer for the acceptance of deliveries or shipments, the customer must immediately repay such amount including a processing fee.

(c) If the customer does not collect deliveries and shipments, Waldhaus Flims may dispose of them after the event without notification.

15. Intellectual Property

The use of logos / pictures of Waldhaus Flims in any form by the customer are prohibited without a prior written consent. If such use occurs without such consent, Waldhaus Flims may withdraw from the contract. The customer is liable towards Waldhaus Flims for any resulting damages.

16. Signs

Waldhaus Flims ensures that the signs of the event are disposed in an appropriate way. The installation of signs or signposts by the customer itself is prohibited without a previous written consent by Waldhaus Flims.

17. Miscellaneous

17.1. Severability

If any provision of the contract or of these GTC is void, invalid or unenforceable, the remaining part of the contract or of these GTC, respectively, shall remain untouched. In case of voidance, invalidity or unenforceability of a provision, the latter shall be replaced by a new provision with a purpose being the closest possible to the purpose of the original void, invalid or unenforceable provision. The same procedure shall apply in case of a loophole.

17.2. Applicable Law and Jurisdiction

This contract is exclusively governed by Swiss substantive law. The parties agree that Flims, Switzerland, shall be the exclusive jurisdiction.

Flims, October 2016

Name

Town, Date