

General Terms and Conditions for Individual Guests and Small Groups

1. SCOPE OF APPLICABILITY

These General Terms and Conditions («T&C») together with any supplemental rules and regulations, such as the Privacy Policy (see Section 7. below) are an integral part of all contracts between a guest and a group of up to 10 booked hotel rooms, respectively, («Customer») and WF Swiss Hospitality GmbH (as owner and operator of the Waldhaus Flims Alpine Grand Hotel & Spa) («Waldhaus Flims»), which relate to the rental of rooms and to any 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 T&C must be in writing; any terms and conditions of the Customer do not apply.

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

Waldhaus Flims may at its own discretion request an appropriate advance payment. If the 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.

3.4. Due Date

Waldhaus Flims may issue invoices for claims and request immediate payment thereof at any time. Otherwise invoices become due within 10 days from invoicing. Unless otherwise agreed, open charges are to be paid by the Customer on the date of departure of the Customer.

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 fulfill 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 non-existing or invalid permit or notification.

4. OBLIGATIONS OF WALDHAUS FLIMS

4.1. General

Waldhaus Flims undertakes to make the rental rooms available (reservation made for Clause 6.2(d)) and 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 T&C. 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 or/and Late Check-Out:

Early Check-In before 11 a.m.:
100% of the daily room rate
Late Check-Out after 5 p.m.:
100% of the daily room rate
Late Check-Out until 5 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 by the Customer

(a) In case the Customer does not use the contractually agreed services or in case of advanced renouncement to such services, the following cancellation fees are incurred:

Generally	
Until 3 days prior to arrival:	No cancellation fee
Less than 3 days prior to arrival:	100% of the total price

From mid-December until end of February and on Swiss national and cantonal public holidays

Until 20 days prior to arrival:	No cancellation
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fee 19 until 11 days prior to arrival: 50% of the total price
Less than 10 days prior to arrival: 100% of the total price

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

(c) In case of anticipated early departure or late arrival 100% of the booked services are due.

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

(e) Additionally, services already provided by Waldhaus Flims (or eventual third parties) prior to arrival, are always fully charged to the Customer, regardless of the reasons for cancellation.

6.2. 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 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 a right to a room in a higher category.

7. DATA PROTECTION, ELECTRONIC COMMUNICATION

Our Privacy Policy accessible under <https://www.waldhaus-flims.ch/en/legal/> is an integral part of these T&C and governs and provides detailed information on the processing of personal data by Waldhaus Flims.

By using our website (www.waldhaus-flims.ch), booking a stay or spa treatment or sending us emails, you engage in electronic communication with us and are taken to accept the risks in so doing. Electronic communication is neither safe nor confidential and may be subject to technical or operational interferences. In particular, data transmitted by means of electronic communication may be susceptible to disclosure,

interception, corruption, delay and unauthorized amendment. Waldhaus Flims does not accept any liability for any such disclosure, interception, corruption, delay or amendment of any kind of data or their consequences.

The use of contact details published on the website (www.waldhaus-flims.ch) by third parties for advertising purposes is explicitly prohibited. The operator expressly reserves the right to take legal action in the event of it receiving unsolicited advertising or information material.

8. LIABILITY

8.1. Of the Customer

The Customer is liable towards Waldhaus Flims for all losses and damages whatsoever, caused by himself or any third party, for which the Customer is responsible or which was mandated by the Customer.

8.2. Of the Hotel

(a) 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.

(b) If the Customer comes to any harm or if he is not satisfied with the services of the hotel, he must in any case immediately notify Waldhaus Flims hereof, otherwise his rights are deemed waived.

(c) All claims against Waldhaus Flims generally lapse 3 months after the departure day, insofar that no mandatory statutory provision prescribes a longer time period.

9. PETS

Pets are allowed, except made for the premises of the bars and restaurants as well as the terraces. Waldhaus Flims charges an additional lump sum of CHF 45 per night and pet (without food) for the special cleaning of the hotel room. Furthermore, Waldhaus Flims reserves its right to charge to the Customer all damages caused by the pets.

10. MISCELLANEOUS

10.1. Severability

If any provision of the contract or of these T&C is void, invalid or unenforceable, the remaining part of the contract or of these T&C, respectively, shall remain untouched. In case of avoidance, 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.

10.2. 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, April 2020