

Terms and Conditions

1. General

The general terms and conditions herein shall constitute a legally binding contract between you, in the following referred to as "guest(s)/Guest(s)", and The Alpina Management AG, operator of The Alpina Mountain Resort & Spa in Tschierschen CH – 7064, in the following referred to as "hotel".

This contract constitutes the total and complete agreement on the terms and conditions of the hotel. The terms and conditions of the guest shall be valid solely in case an oral and written agreement prior to the conclusion of the contract has been made between both parties.

In case any of the arrangements featured on our website change or become invalid, the validity of both the contract and the remaining terms and conditions shall not be undermined. They shall be subject to the laws of the jurisdiction in which the hotel for which you make your booking is located.

2. Applicable law and competent jurisdiction

For the settlement of any disputes that may arise in connection with the total or partial validity, execution, compliance or resolution of the terms and conditions, the hotel and the guest agree to abide by the jurisdiction of the Courts and Tribunals in Switzerland. Except as otherwise provided in the contract, the legal venue is Chur CH – 7000. Place of performance and payment is our registered place of business.

3. Definitions

Group: A group booking comprises of six registered guests or more.

Written confirmation: Email and fax messages are as well counted as written confirmations.

Contracting parties: The guest and the hotel.

4. Subject matter and scope of contract

The reservation of rooms, seminar rooms, conference rooms, resources and staff shall be binding once the hotel has accepted the reservation through the guest's written confirmation or subsequent payment. In case the reservation is effectuated on the day of arrival, it shall be binding once the hotel has explicitly accepted it.

The amendment or cancellation of a booking shall be valid once the hotel has issued a written confirmation. Any changes declared by the guest only are void. The commercial sublease of rooms or any purpose other than the guest's accommodation require a written agreement from the side of the hotel prior to the conclusion of the contract.

The scope of the contract between both parties is defined according to each individual reservation. Except as otherwise provided in the contract, the guest shall have no claim to any particular room.

In case the hotel is unable to fulfil a booking, it is bound to use reasonable efforts to contact the guest without undue delay and provide an alternative accommodation unit nearby in the same or a higher category. Any extra costs arising from a substitute accommodation are at the expense of the hotel. In case the guest refuses to accept the spare accommodation, the hotel undertakes to refund immediately any amounts the guest has already paid (e.g. deposits). Further claims from the side of the guest shall be excluded.

5. Check-in and check-out

Except as otherwise provided in the contract, booked rooms are available for guests from 3:00pm on the agreed day of arrival until 11:00am on the agreed day of departure. On arrival after 10:00pm the guest is to make a notification by 4:00pm, either by telephone or in writing, else the hotel may freely dispose of the room, including a minimum of one bed-night.

In case the guest checks out beyond the stipulated time (at least one hour or more) the hotel reserves the right to charge an additional one night's stay with up to 80% of the prevailing room rate as well as to deny further access into the room. The hotel shall not be liable for any loss or damage to the guest's belongings as a result for the actions taken. It additionally reserves the right to remove and store objects for a fee.

6. Price and payment

All hotel rates are quoted in Swiss Francs (CHF) and are inclusive of VAT (where applicable) and other fees, whereas spa tax will be billed separately. The guest is obliged to pay the current or agreed fees and rates of the hotel for room rental and any rendered additional services. This shall likewise apply to orders effectuated by his or her visitors and other third parties. Any increase of statutory dues after the conclusion of contract is to be entirely assumed by the guest. Price indications in foreign currencies are converted into the capital currency at the relevant current rate. Valid are the prices quoted and confirmed by the hotel.

The prices may be changed by the hotel if the guest requests subsequent amendments in the number of rooms, in the services provided by the hotel or in the term of stay.

Depending on the agreement and/or beyond a booking threshold of CHF 300.00 the hotel reserves the right to demand a deposit of 50%. The down payment shall be deemed an instalment of the agreed price. Alternatively, the reservation may be confirmed and guaranteed by a credit card. The advance payment is to be effectuated within four days from receiving the booking confirmation. In the case of booking in the short term the hotel retains the right to demand a credit card guarantee for the entire amount. Early bird reservations shall be due immediately and entirely and shall not be refunded. They can be modified only in exceptional cases and in consultation with a reservation agent.

In the case of a non-timely deposit or credit card guarantee the hotel is entitled to withdraw immediately and without prior notice from the contract (inclusive of all benefits promised)

and charge cancellation costs according to subject 10 of these Terms and Conditions. The hotel reserves the right to issue invoices or interim invoices for its services at any time. On departure the guest shall be obliged to pay the agreed price plus any extra amounts that have arisen from the use of special services by the guest himself and/or the accompanying guests. Except as otherwise provided in the contract, the total amount shall be paid at the time of check-out, at the latest, in cash (in Swiss Francs) or by means of accepted credit card. For each reminder sent after default occurs the hotel may charge a reminder fee of CHF 10.00. Any set-off defence of the guest against the claims of the hotel shall be void.

7. Right to refuse accommodation

The hotel reserves the right to withdraw, without entailing expenses, from the contract within 7 days prior to the arranged date of arrival. In addition, the hotel is entitled to withdraw at any time from the contract for legally justifiable reasons by unilateral written declaration with immediate effect.

Legally justifiable reasons are as follows:

- * The guest fails to effectuate an agreed upon advance payment or security deposit within the statutory deadline;
- * Force Majeure or other unforeseen circumstances make the fulfilment of the contract impossible;
- * Rooms are booked under false pretences or on the basis of erroneous or fraudulent information concerning important facts, such as the identity of the guest or the purpose of his stay;
- * The hotel has justified cause to assume that the use of its services may jeopardise the smooth running of the hotel's business operations, safety, security or public reputation;
- * The guest has become insolvent (e.g. futile seizure) or has ceased to effectuate payment(s);
- * The purpose of the stay has proved to be unlawful.

In case the hotel rescinds from the contract for the abovementioned reasons the guest shall not be entitled to claim for compensation and the reimbursement for all services booked remains due.

Cancellations

a) Cancellation

The cancellation of a reservation requires a written confirmation on the part of the hotel. If no such confirmation is provided, the price agreed in the contract shall be paid, even if the guest does not avail of the contractual services. In case of a no-show the guest will be charged 90% of the total amount of booked and not consumed services.

Conclusive for the calculation of the cancellation fee is the receipt of a written cancellation by the guest in the form of a letter, fax or E-mail.

If the guest withdraws from the contract without the approval of the cancellation or wishes to amend or cancel specific services booked, the hotel retains the right to charge the following cancellation fees.

b) Cancellation fee

Single reservation

*The guest retains the right to withdraw, without entailing expenses, from the contract within 30 days prior to the arranged date of arrival.

* In case of a written cancellation within 29 – 14 days prior to the date of arrival:
Cancellation fee of 50% as per booking confirmation.

* In case of a written cancellation within 13 – 0 days prior to the date of arrival:
Cancellation fee of 80% as per booking confirmation

Group reservation

The cancellation fees below apply if more than 10 members of a group (for definition see subject 3) withdraw from the contract or if 10-20% of the services booked are cancelled.

*The group retains the right to withdraw, without entailing expenses, from the contract within 30 days prior to the arranged date of arrival.

* In case of a written cancellation within 29 – 14 days prior to the date of arrival:
Cancellation fee of 30% as per booking confirmation.

* In case of a written cancellation within 14 – 8 days prior to the date of arrival:
Cancellation fee of 75% as per booking confirmation.

* In case of a written cancellation within 7 – 0 days prior to the date of arrival:
Cancellation fee of 100% as per booking confirmation.

c) Damage decrease

The hotel endeavours, wherever possible, for both cancelled single reservations and cancelled group reservations, to find other purchasers of the services not utilized. Insofar as the hotel can provide the cancelled service to third parties within the agreed period, the cancellation charge payable by the guest(s) shall be reduced by the amount that such third parties pay for the cancelled service.

9. No-show due to Force Majeure

In case the guest fails to show up due to circumstances of Force Majeure (e.g. flood, avalanche, earthquake etc.), he shall be obliged to pay the arranged amount of his booking inclusive of the days missed. The guest shall as well be able to proof the impossibility of timely arrival. The obligation to pay the remuneration for the booked stay shall revive as soon as the arrival becomes possible again.

10. Anticipated departure

A guest who departs before the end of the established date of departure, of his own accord, has no right to claim refunds on the days not used. However, the hotel endeavours

to find other purchasers of the services not utilized. Insofar as the hotel can provide the cancelled service to third parties within the agreed period, the cancellation charge payable by the guest(s) shall be reduced by the amount that such third parties pay for the cancelled service.

11. Hotel regulations and safety

The hotel room is reserved exclusively for the guest. Its utilization by third parties is subject to prior written consent by the hotel.

Through the conclusion of the lodging contract, the guest acquires the right to utilize the rooms and services booked as well as the facilities which normally and without any special condition are available to all guests. The guest shall exercise his rights in accordance with any applicable hotel and/or guest regulations (rules of the house).

The chip card (room key) remains property of the hotel and permits a 24 hours access. If the guest happens to lose the chip card he is obliged to communicate the loss to the reception staff immediately. In case of card damage or loss, the indemnity cost shall be CHF 10.00.

Internet access is implemented via WLAN. Guests have the right to log in for free and without indicating personal data. They are, however, responsible for the safety of their login and password data and held liable for abuse of the internet and any associated damage. Smoking is only permitted in the designated areas and rooms (smokers lounge).

12. Prolonged stay

Except as otherwise provided in the contract, the guest retains no right to prolong his stay. If the guest is unable to depart due to the occurrence of unforeseeable exceptional circumstances or Force Majeure (e.g. heavy snowfall, flood etc.), the accommodation contract shall automatically be renewed for the duration of such prevention from departure.

13. Group pricing

Special group rates require a prior and written agreement by the hotel. Groups comprising of less than 6 guests are subject to the individual traveller scheme.

The hotel requests to be notified in writing at least 7 days prior to the date of arrival about the common arrival and/or departure of the group. The hotel shall issue one common invoice addressed to the group guide who shall be liable without limitation.

A notification of the exact number of guests (including name list) no later than 7 days prior to arrival is indispensable. In case the number of guests turns out to be below the number of guests originally registered, the absent guest(s) shall be charged with a cancellation fee of 80%. Depending on availability, additional and non-registered guests are invoiced in accordance with the individual traveller scheme. In case of a group cancellation, the regulations of subject 10 of these Terms and Conditions apply.

14. Food and drinks

Food and drinks are to be obtained exclusively from the hotel.

However, on special occasions (e.g. specialities etc.) the agreement may provide otherwise. In this case, the hotel retains the right to charge a service and corkage fee (separate invoicing on demand).

15. Events

If, at the guest's request, the hotel provides technical and other equipment from third parties, it shall act on behalf and on account of the guest.

The guest is responsible for ensuring careful handling and proper return of any technical equipment hired. He or she shall indemnify the hotel against any third-party claims arising from the provision of such equipment.

The operation of the guest's own electrical systems and devices by using the hotel's power supply network shall be subject to the latter's written consent. Any disruption or damage to the hotel's technical equipment caused by the use of the guest's equipment shall be the guest's liability, unless the damage is within the hotel's responsibility. The hotel may calculate and charge a fixed sum for the electricity costs it incurs as a result.

Provided that the hotel gives its approval, the guest is entitled to use his or her own telephone, fax and data transmission equipment. The hotel reserves the right to charge a connection fee (see separate listing).

Malfunctions of technical and other facilities provided by the hotel will be rectified immediately. Unless the hotel is responsible for the breakdowns, related payments may not be withheld or reduced.

All necessary official permits for the realization of the event are to be obtained by the guest at his own expense. It is the guest's duty to supervise compliance with the legal, contractual, statutory and regulatory provisions. Any fines imposed for violating those regulations and permits shall be paid by the guest.

As for sound and music performance, it is the guest's responsibility to complete all necessary procedures and formalities with the institutions concerned (e.g. SUISA).

16. Objects brought by the guest

Any exhibits or other items brought into the hotel, even personal objects fall under the guest's risk. The hotel is not obliged to take special guarding and/or monitoring measures. The hotel accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the hotel. The guest is responsible for insuring items brought to the hotel.

Any decoration material introduced to the rented space by the guest shall conform to the requirements of fire fighters and police. The hotel is entitled to ask for an official compliance certificate to be shown. In order to avoid the possibility of damage, the guest shall make suitable arrangements with the hotel before setting up or attaching his or her items.

After the event, the items must be removed immediately. Any items left in the rented rooms shall be removed / stored at the guest's expense.

In case the removal of the items entails a disproportionately high effort, the hotel may raise an adequate charge for the utilization of the given room and the duration thereof. All packaging material (cardboard, boxes, plastic etc.) used during the event by the guest and/or third parties is to be disposed of by the guest. Any packaging material left behind in the hotel shall be disposed of by the latter at the expense of the guest.

17. Damage and liability

a) Hotel

The hotel shall not be held liable in cases of slight or ordinary negligence, but only if the damage was caused deliberately or is attributable to gross negligence. Should disruptions or defects affect the services of the hotel, the latter is obliged to take corrective action upon the customer's prompt complaint. If the guest wilfully fails to inform the hotel, he or she shall no longer be entitled to claim a reduction of the agreed price. The hotel shall be liable for the property of the guest introduced into the rented space to a maximum amount of CHF 1000.00. This concerns all personal items stored in the room as well as in the corresponding safe. In case of negligence resulting in insignificant or average degree consequences the hotel shall not be liable nor shall it be held responsible, if the guest fails to hand over valuables such as jewellery, cash or securities to the hotel's safe custody. It is generally recommended to store cash and valuables in the safe of the reception. If the guest fails to notify immediately any occurrence of damage, his or her claims shall be rendered void. The hotel shall not be liable in any way for services that have been only brokered as external services nor does it accept any liability for theft or damage caused to items introduced by third parties.

b) Guest

The guest shall be liable to the hotel for any damage or loss caused by him, his companions, partners or participants (in case of an event). Fault on the part of the guest does not have to be demonstrated in order to establish liability.

The guest is responsible for ensuring careful handling and proper return of any technical equipment hired from the hotel or third parties and is fully liable for any damage or loss. The same applies to the hotel's services and outlays rendered to third parties at the customer's request.

c) Third party

If a third party has made the reservation on behalf of the guest, he or she shall be liable to the hotel together with the guest as a jointly debtor for any obligations resulting from the contract.

Independently of this regulation, the third party is obliged to forward all information related to the booking, in particular these Terms and Conditions, to the guest.

18. Pets

Animals may be brought along, provided the hotel's prior approval has been obtained and a surcharge is paid. The guest bringing along an animal shall be obliged to keep the animal safe or check it, or have it kept safe or checked by qualified third parties at his expense. All animals shall be excluded from public spaces, restaurants and event rooms as well as from our spa area.

19. Lost-and-found items

Any items left behind will be sent to the residential or business address of the owner, provided that he or she is known. Transport shall be at the cost and risk of the person who left behind the items.

20. Further provisions

For any external services provided by third parties the hotel acts only as a facilitator. The legal limitation periods shall apply. Insofar as the latter can be amended, claims for damages on the part of the guest shall expire 6 months after departure.

Advertisements through media such as newspapers, radio, TV, internet referring to events which are to take place in the hotel, with or without company logo, are subject to prior written consent by the hotel.

Tschiertschen, January 2016

- The Alpina Management Department -