

## GENERAL TERMS AND CONDITIONS

### OF AG SUVRETTA HAUS

#### 1 Scope of general terms and conditions

The scope of these general terms and conditions is the provision of function rooms and hotel accommodation as well as all other agreed services rendered and provided by Hotel Suvretta House directly or by external business partners appointed by the hotel.

#### 2 Validity of offer

The validity period mentioned in the offer is binding on both parties.  
 After the validity period has expired, Suvretta House is entitled to immediately dispose of the reserved function and hotel rooms at its discretion.

#### 3 Changes of the number of participants

- 3.1 The confirmation shall state the anticipated number of event participants agreed upon by the customer and Suvretta House.
- 3.2 Suvretta House must be informed in writing of the guaranteed number of participants as early as possible in order to ensure prudent preparation.
- up to 30 persons                      3 working days in advance
  - 31 – 150 persons                    5 working days in advance
  - over 151 persons                    7 working days in advance
- 3.3 In case of a reduction of the contractually agreed number of participants, Suvretta House is entitled to invoice its services on the basis of the number of persons stated in the confirmation, regardless of the actual number of participants served.
- 3.4 In case of a reduction of the number of participants by more than 10%, Suvretta House is entitled to reassign confirmed rooms and to adjust agreed prices on the basis of the officially published room rates.
- 3.5 If the guaranteed participant count is not communicated in a timely manner, the number mentioned in the confirmation shall be binding.

#### 4 Changes of the number of rooms

- 4.1 The confirmation shall state the anticipated number of hotel rooms agreed upon by the customer and Suvretta House. Amendments must be confirmed by both parties.
- 4.2 The customer will inform Suvretta House of the definitive number of hotel rooms required no later than 7 working days before the event.
- 4.3 If, unless otherwise communicated by the customer in writing, the actual number of required hotel rooms is less than the number stated in the confirmation, the rooms not occupied will nonetheless be invoiced on the basis of the rooms reserved in accordance with the confirmation.
- 4.4 If the guaranteed room count is not communicated in a timely manner, the number mentioned in the confirmation shall be binding.
- 4.5 For no-shows, late cancellations, and early departures, 100% of the agreed room rate will be invoiced for the originally booked stay.

#### 5 Cancellation by the customer

- 5.1 A cancellation of the customer must be submitted in writing to be legally valid.
- 5.2 If the entire event is cancelled, Suvretta House shall invoice the following cancellation charges payable by the customer unless otherwise explicitly agreed in writing in the confirmation.

*Function and/or hotel room bookings  
 up to 30 persons / up to 15 rooms*

Days before event date	Cancellation charge
- 70 days	No charge
49 - 69 days	25% of services booked
22 - 48 days	50% of services booked
8 - 21 days	75% of services booked
0 - 7 days	100% of services booked

*Function and/or hotel room bookings  
 31+ persons / 16+ rooms*

Days before event date	Cancellation charge
- 90 days	No charge
61 - 89 days	25% of services booked
31 - 60 days	50% of services booked
15 - 30 days	75% of services booked
0 - 14 days	100% of services booked

- 5.3 Unless an amount was contractually agreed for food and beverages, the lump sum due in the event of a cancellation shall be calculated on the basis of the lowest-priced 3-course menu available for the respective function. In that case, food sales shall be based on the following formula:  
*3-course menu price x agreed number of participants*  
 Beverage sales are calculated as 60% of food sales.

#### 6 Cancellation by Suvretta House

- 6.1 For justifiable reasons, Suvretta House is entitled to cancel the contract without remuneration, for instance if:
- the hotel has reason to justifiably assume that the use of the hotel's services could endanger smooth business operations or compromise the safety or the reputation of the hotel in the public domain
  - force majeure or other circumstance beyond the control of the hotel make it impossible to fulfil the contract
  - rooms or functions were booked under false pretences or based on factually deceptive statements
  - the authorities issue an injunction
- 6.2 If an agreed pre-payment has not been paid even after expiration of a reasonable grace period granted by Suvretta House, the hotel is likewise entitled to cancel the contract.

**7 Start and end of the function**

7.1 The start and end of the function are specified in the confirmation. Subsequent changes of the agreed times must be approved by Suvretta House.

Effective 1:00 am, Suvretta House shall invoice an overtime charge of CHF 450 for every hour or part thereof.

**8 Selection of hotel rooms, check-in, check-out**

8.1 The customer cannot claim specific rooms unless confirmed in writing by Suvretta House.

8.2 Booked hotel rooms are available to the customer on the agreed arrival date (check-in) as from 3:00 pm. Earlier arrivals (prior to 3:00 pm) must be agreed with Suvretta House at least one day in advance.

8.3 On the agreed departure date (check-out), the rooms must be vacated by no later than 12 noon. Later departures (after 12 noon) must be agreed with Suvretta House at least one day in advance.

**9 Food and beverages**

9.1 In principle, food and beverages must be procured from Suvretta House. Exceptions must be approved by Suvretta House in a written agreement. In such cases, the hotel is entitled to charge service and corkage fees. A separate agreement shall govern such service and corkage fees.

9.2 Before finalising the contract, Suvretta House will accept tasting appointments for its food offerings. The costs for such rehearsal meals shall be invoiced to the customer in full.

9.3 No later than 2 weeks prior to the start of the event, the customer shall communicate the final menu and wine selection to Suvretta House. Decorations, programming, and seating arrangements shall be communicated as well.

9.4 Suvretta House cannot assume any liability for the shelf life of food removed from the hotel for personal consumption at the end of a function day.

**10 Reimbursement of outlays**

10.1 To the extent that Suvretta House procures technical equipment or other services from third parties for the customer, such procurement shall be in the name and for the account of the customer. The hotel reserves the right to invoice supplementary costs such as credit card commissions, transportation charges, etc.

10.2 The customer is obliged to reimburse the hotel for outlays and expenditures which Suvretta House incurred in the proper execution of instructions and to exonerate the hotel from any liabilities in this connection.

10.3 The customer is liable for the careful handling and intact return of technical equipment hired on his behalf.

**11 Warranty**

Defects of technical equipment made available by Suvretta House will be immediately remedied by the technical staff of the hotel and constitute no entitlement to any reduction of the invoiceable amount. If a defect cannot be remedied, the invoiceable amount shall be reduced by the rental charge of the technical equipment item. Any further claims and third-party services are explicitly waived.

**12 Liability for damages**

12.1 Losses and damage

Regardless of culpability, the customer shall be liable for damage to or the loss of immovable or movable property owned by Suvretta house, whether incurred during the event and/or during the set-up and dismantling phases. Suvretta House is entitled to request proof of insurance coverage.

12.2 Exclusion of liability for items brought in

Suvretta House does not accept any liability for loss or damage. If the items are to be insured against fire, water, theft, damage or other risks, the customer shall be responsible for obtaining appropriate coverage.

12.3 Full liability by customer

The customer shall be liable for all damage to hotel rooms, infrastructure, furniture, and persons caused by participants.

**13 Use of decoration material**

The use of decoration material and other items requires the approval of Suvretta House. All decoration materials must be compliant with fire prevention regulations. Customer-provided decoration material, congress materials such as documents, cardboard boxes, etc. must be immediately removed after the end of the event. Decoration material, congress materials such as documents, cardboard boxes, etc. that is not removed will be discarded by Suvretta House at the expense of the customer after 3 working days.

**14 Advertising**

Newspaper advertisements and flyers or circulars that contain invitations to events of any kind hosted by Suvretta House require the hotel's written approval. This also applies to the use of corporate identity elements, logos, and designs owned by Suvretta House. If such elements are published without the consent of the hotel and if this infringes on significant interests of Suvretta House, the hotel reserves the right to cancel the event. The customer shall be liable for costs incurred, lost revenues, and possible claims for damages.

**15 SUISA**

If the event involves musical entertainment, the customer is obliged to inform SUISA, the collective rights management entity for songwriters, composers, and music publishers. Suvretta House assumes no responsibility for non-adherence to the reporting obligation on the part of the customer.

**16 Lost and found**

Lost property will be forwarded only on request by the customer. The cost and risks involved for forwarding shall be borne by the customer.

**17 Payment terms**

**17.1 Prepayment**

Suvretta House is authorised, when signing the confirmation or as otherwise agreed, to charge the customer an amount of 50% of the anticipated event cost as a prepayment.

Customers domiciled or residing abroad will be invoiced for an amount of up to 100% of the anticipated event cost as a prepayment. The final invoice shall be generated after check-out.

**17.2 Invoicing**

Suvretta House will prepare and send to the customer a final invoice within 14 days after the event has ended. The customer shall remit the payment in Swiss francs.

**17.3 Offsets of any kind with claims lodged against Suvretta House by the customer are not permissible. Refund requests of payments already remitted to the hotel based on outstanding accounts receivable by the customer from Suvretta House shall be rejected as well. The assignment of a claim against Suvretta House is excluded.**

**18 Liability for payment**

18.1 If the customer is not also the organiser, the organiser shall undersign the confirmation and is then deemed by Suvretta House to be a customer as well.

18.2 In particular, the organiser and the customer are jointly and severally liable for payment of the entire invoice amount. This liability extends to additional services purchased by the event participants, unless direct payments have been expressly agreed.

**19 Final provisions**

19.1 Amendments of or additions to the contract, the contract acceptance, or these general terms and conditions regarding hotel accommodation must be prepared in writing to be legally effective. Unilateral amendments or additions by the customer are inadmissible.

19.2 This contract is governed by Swiss law.

19.3 The parties explicitly agree to accept St. Moritz as the sole venue and jurisdiction for commercial issues. The place of fulfilment for obligations arising from the contractual relationship is St. Moritz. However, Suvretta House is entitled to lodge complaints and institute legal action before the court of the customer's domicile.

**20 Severability clause**

If any provision of this agreement is found to be unenforceable, this shall not affect the validity and enforceability of any remaining provisions. The unenforceable or invalid provision shall be replaced by a new or amended provision that is valid and complies with the original intent of contractual parties to this contract.

St. Moritz, Dezember 2016