

# SARATZ PONTRESINA

## GENERAL TERMS & CONDITIONS

### CONVENTION AND EVENT CENTRE PONTRESINA & HOTEL SARATZ LTD.

#### 1. Area of validity:

The General Terms and Conditions (GT&Cs) govern all business relationships between Hotel Saratz Ltd. together with the Convention and Event Centre Pontresina (hereinafter referred to as the "landlord") and its customers (hereinafter referred to as the "tenant") in the version that is current at the time of the conclusion of the contract. On behalf of exhibitors, sponsors, stand construction companies and other partners, the tenant is liable to the landlord for ensuring compliance with the terms and conditions contained in the GT&Cs. If the landlord's quotation includes services provided by third parties (namely hotels, catering, external technical services, etc.), the landlord shall act solely as an intermediary. All details provided in the quotation and rental contract are non-binding in nature. A contract shall only be entered into directly with the provider of the booked service. The contract and cancellation terms of the respective provider of the booked service shall exclusively apply.

#### 2. Conclusion of contract:

The offer is valid pursuant to the indicated option date. Before the offer expires, the landlord shall contact the tenant to discuss the requirement for a firm booking. The reservation by the landlord only becomes binding when the rental contract has been confirmed or reconfirmed in writing by the landlord and the tenant. If the rental contract is not signed and returned to the landlord by the tenant within 15 days after receipt, the landlord reserves the right to re-let the rooms to a third party. Changes and/or additions to the contract require the written agreement (by post, email or fax) of both parties. The seminar rooms, in-house technical services and the other additional services form an integral part of the contract, whereby the technical services and other additional services that are not included in the room rental shall be invoiced at the end of the event in line with the actual costs incurred.

#### 3. Payment and final invoicing

After the contract has been signed, the landlord reserves the right to demand an advance payment. As a rule, this is payable up to 90 days before the start of the event and amounts to approximately 40% of the quoted services. In exceptional cases, the entire amount for room rental and in-house technical services may be requested in advance. If the landlord does not make use of the aforementioned option, a payment period of 20 days net shall apply to the final invoice, which shall be sent to the tenant after the end of the event.

In the final invoice, and in addition to the room rent agreed in the rental contract, in-house technical services and other additional services rendered shall also be invoiced on the basis of the actual costs. The landlord makes the tenant aware that room rental for the Sela Arabella in the Convention and Event Centre includes an in-house technician for 4 hours per day. Each additional hour is charged at CHF 130.00. Euro prices are calculated at the daily exchange rate.

#### 4. Cancellation and partial cancellation by the tenant:

##### 4.1 Reservations up to 80 persons and 40 rooms:

- No cancellation fee until 90 days before the event
- 89 – 30 days before the event 40% of total services
- 29 – 15 days before the event 60 % of total services
- 14 – 7 days before the event 80% of total services
- Less than 7 days before the event 100 % of total services

##### 4.2 Reservations with more than 80 persons and 40 rooms:

- No cancellation fee until 180 days before the event
- 179 – 90 days before the event 20 % of total services
- 89 – 30 days before the event 40% of total services
- 29 – 15 days before the event 60% of total services
- 14 – 7 days before the event 80% of total services
- Less than 7 days before the event 100% of total services

##### 4.3 Reservations up to 10 rooms:

- No cancellation fee until 15 days before arrival
- 14 – 7 days before arrival 40% of total services
- Less than 7 days before arrival 100% of total services
- Delayed arrival or early departure 100% of total services

# SARATZ PONTRESINA

An administration fee of CHF 250.00 will be charged for cancellations of confirmed events before the cancellation period begins. Services include room rental, daily flat rates, catering, technical equipment, rooms and general additional services.

#### 4.4 Cancellation and partial cancellation by the landlord:

The landlord is entitled to postpone the event in exceptional, justified cases. The tenant shall be informed of this as soon as possible, but no later than 6 months before the start of the event, and shall be offered two alternative dates. If the tenant and the landlord cannot agree on an alternative date, the contract shall be terminated without incurring any costs or compensation for either party.

#### 4.5 Cancellation due to force majeure:

Should there be any cancellation reasons or circumstances for which neither the tenant nor the landlord is responsible ("force majeure", e.g. closure of operations by the authorities due to a pandemic), the contract shall be terminated without incurring any costs or compensation for either party. The landlord may suggest possible substitute dates.

### 5. Banquets, events and catering services in and by the Hotel Saratz and the Convention and Event Centre

**5.1 Number of participants:** In the event of a change in the number of participants, the landlord shall be entitled to change or modify the room allocation and the agreed room provision costs accordingly.

**5.2 Staff rates:** As a general rule, staff costs are included in the official catering rates. In the event of guest requirements or specific types of event, the landlord reserves the right to apply separate rates for staff at the hourly rates listed below. Insofar as this is known before the event, these costs shall be shown at the event.

Hourly rate	CHF
Event Manager	85.00
Chef de Cuisine	85.00
Chef de Service	70.00
Serving staff	50.00
Kitchen staff	50.00
Cleaning/logistics staff	50.00
Technician	130.00

**5.3 Midnight fees:** We can arrange extensions for organized events that last longer than midnight. We charge an additional 50% of the hourly rate of the respective employees for each partial hour. If the tenant is only using the rooms, CHF 450.00 will be charged per hour from 01:00 hrs onwards.

#### 5.4 Menu & wine selection:

The final menu and wine selection must be at the HOTEL SARATZ' disposal at least 14 days before the event.

The HOTEL SARATZ must be informed about the seating plan at least 14 days before the event. The organizer must be informed about the number of participants 72 hours before the event takes place. The invoice will be charged and determined according to a binding and guaranteed number of participants, as the case may be according to the actual number of participants. If the participants stay at the hotel during the event, they will be charged according to the number of nights. The organizer announces the detailed program at least 72 hours before the event (e.g. speeches, artistic interludes, etc.).

#### 5.5 Corkage fee:

**Hotel Saratz:** A corkage fee for wine and Champagne that the participants bring along themselves are charged CHF 37.00 per 75cl bottle of wine and CHF 42.00 per 75cl bottle of Champagne.

**Convention and Event Centre:** A corkage fee for wine and Champagne that the participants bring along themselves are charged CHF 30.00 per 75cl bottle of wine and CHF 35.00 per 75cl bottle of Champagne.

#### 5.6 Impeccable quality of food and beverage:

The Hotel Saratz can only guarantee the impeccable quality of food and beverage (e.g. coffee breaks, meals, etc.) if the participants attend at the specified times. In order to change the event's starting hour, the organizer must be informed at least 1 hour before the event takes place.

#### 5.7 Meat provenience

Veal Switzerland | Pork Switzerland | Poultry Switzerland | Lamb Switzerland | Beef Switzerland | Duck France

**5.8 Catering at the Convention and Event Centre:** All food and drink consumed in the Convention and Event Centre is to be procured through the in-house catering services. Exceptions may only be approved by the same. If any form of catering is required, preliminary plans must be drawn up with the catering services no more than 6 weeks before the start of the event; detailed plans must be drawn up no more than 2 weeks before the start of the event.

# SARATZ PONTRESINA

## 6. Additional provisions

**6.1 Cloakroom facilities:** The cloakroom in the Convention and Event Centre may be used free of charge without staff. The landlord is not liable for mislaid, damaged, mixed-up or lost items of clothing and items.

**6.2 Safety:** Door checks/admission control by staff provided by the tenant, the landlord or a security provider is compulsory for open-end events, parties and other functions. The costs for this are borne by the tenant. The tenant is further responsible for compliance with the Ordinance on Protection of Audiences from Hazardous Sound Levels and Laser Beams. The landlord reserves the right to request a concept from the responsible security provider or authority.

**6.3 Decoration and advertising:** Any installation of items and posters is subject to the approval of the technical staff of the Convention and Event Centre. Any installation of materials and items without prior consent is forbidden.

**6.4 Fire prevention regulations:** In accordance with the assessments by the Cantonal Building Insurance of Canton Graubünden, the maximum capacity for the entire Convention and Event Centre without structural adjustments is 720 persons. If this number of persons is exceeded, the landlord declines all liability. Smoking is strictly prohibited throughout the building. Barbecues are only permitted on the forecourt with the floor covered and at a sufficient distance from the building. The tenant is obliged to observe the organisational measures for compliance with the relevant fire protection regulations. In any event, escape routes and fire extinguishing equipment must always be clearly visible and freely accessible. Sparklers and fireworks may not be lit inside the hotel. Outdoor firework displays require a permit from the municipality.

**6.5 Technical equipment:** The operation of the technical equipment in the Convention and Event Centre is to be handled only by the technical staff. For organisational reasons, the landlord must be notified of the required technical equipment and special technical installations no later than 6 weeks before the event. In the event of later notification, the availability of the required equipment cannot be guaranteed. Electrical, telephone or other connections may only be installed with the consent of the technical manager and in accordance with his/her instructions. These will be charged to the tenant.

**6.6 Copyright:** If live music is played or music from audio or audio-visual recordings is broadcast by the tenant, the tenant must obtain prior authorisation from SUIISA (Cooperative Society for Composers, Lyricists and Music Publishers in Switzerland and Liechtenstein) in accordance with the existing legislation. SUIISA must be notified at least 10 days before the start of the event. Likewise, proper authorisation must be obtained from the copyright holder for the public screening of films and film sequences in lectures and presentations. The landlord shall not accept any third-party claims made as a result of non-compliance with copyright regulations.

## 7. Insurance and liability:

The tenant shall be liable for all damage to the premises, including equipment, furnishings and technical equipment, regardless of whether the damage was caused by the tenant or by visitors to their event. Any repairs or replacements required will be charged to the tenant. The landlord shall not be liable for loss, damage or theft of items brought in by the tenant, exhibitors, sponsors, stand construction companies and other partners and visitors to the event. The landlord declines all liability for items temporarily stored with the landlord's consent. The insurance of exhibits and other items in all premises of the landlord is the responsibility of the tenant.

## 8. Applicable legislation and place of jurisdiction:

This contract is governed exclusively by Swiss law. Pontresina is the place of jurisdiction for any disputes arising from this contract.

## 9. Acceptance of GT&Cs:

The undersigned declares that he/she has read and understood these stipulations and declares that he/she accepts the rental contract and these General Terms and Conditions on the tenant's behalf.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_