

WEISSE ARENA GRUPPE

Functions, Events and Incentive Events of All Kinds

Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

Whenever you conclude a standard contract for an event, you accept the WAG GTCs and also the STCs for Functions, Events and Incentive Events (hereinafter: STCs for Events).

Any deviations from the STCs for Events and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

In addition, the relevant valid GTCs or STCs for the specific services of the relevant service provider shall also be applicable.

2. Customer

You accept that the standard contract for an event shall be concluded with Weisse Arena Gastro AG, Flims (WLE), regardless of the WAG Pool member that accepts and/or executes your purchase order.

3. Conclusion of contract

The standard contract for the event shall enter into effect upon WHR's confirmation, provided either on paper or electronically, and upon advance payment or upon your specification of credit or debit card details to guarantee payment in accordance with clause 7. You accept the specifications of the product/service and the relevant terms, both applicable at the conclusion of the contract. Such specifications may differ from the service/product specifications and terms published on the internet or in brochures.

Special packages outside the accessible terms and conditions, such as special rates, special services and supplementary agreements, only form part of the contract if they have been expressly confirmed on paper or electronically.

4. Third-party services

WHR may have the agreed services performed by a third party (a service provider). Their contractual relationship is exclusively with WHR. WHR may charge an agency fee.

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5. Prices

You accept the prices plus utility costs and exchange rates applicable at the conclusion of the contract. They are specified in the order confirmation and may differ from the prices published on the internet or in the relevant brochures. They are understood to include VAT and any visitors' tax (*Kurtaxe*) that may be applicable.

Until the start of the package, we reserve the right to increase the price if fees, charges or taxes are introduced or increased, if there is an increase in transport or operating expenses and also in the event of extraordinary price increases by service providers or changes in exchange rates. Such changes shall be communicated to you immediately.

6. Additional services

Should WHR staff incur additional expenses for work on site, e.g. tidying, rearrangement of chairs, waste disposal and/or cleaning and if such work is not listed in the order confirmation, then you will be charged accordingly.

Unless otherwise agreed, if you use WHR services or service components after midnight, you will be charged a night-time supplement of CHF 300.00 per hour or part of an hour.

7. Terms of payment

The applicable terms of payment shall be those specified in the confirmation of order. If either nothing or nothing different has been agreed therein, the following provisions shall be applicable:

- a. If the standard contract for the event is concluded more than 21 days before the start of the same, WHR shall debit your credit or debit card with the agreed downpayment or 50% of the total costs or it shall send you the relevant invoice, payable within 14 days.
- b. The balance shall become payable within 14 days of the date on the invoice.
- c. In exceptional cases WHR may debit the full amount to your credit or debit card as an advance payment or invoice you accordingly.

If payment is not made on time, WHR may refuse to provide the relevant service and may cancel the standard contract.

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8. Changes and cancellation effected by customer

Any contractual change may only be made with WHR's consent (e.g. change of name, start of package, duration of package, composition of package components, etc.). If a contractual change has been approved, you pay a handling fee of CHF 70.00 per change.

If you change or cancel your booking and unless otherwise specified in the confirmation, WHR shall charge the following costs to your credit or debit card:

For rooms, apartments, breakfast and all other services for groups of up to 50 persons

| Cancellation period Before the start of the package | Cancellation fee in % | Handling fee |
|---|-----------------------|--------------|
| Up to 90 days | Free | CHF 100.00 |
| 60 to 89 days | 30% | CHF 100.00 |
| 30 to 59 days | 50% | CHF 100.00 |
| 0 to 29 days | 90% | None |

For rooms, apartments, breakfast and all other services for groups of at least 51 persons

| Cancellation period Before the start of the package | Cancellation fee in % | Handling fee |
|---|-----------------------|--------------|
| Up to 180 days | 20% | CHF 100.00 |
| 90 to 179 days | 50% | CHF 100.00 |
| 30 to 89 days | 70% | CHF 100.00 |
| 15 to 29 days | 90% | CHF 100.00 |
| 0 to 14 days | 100% | None |

The relevant date for calculation purposes shall be the receipt of your communication by WHR.

You are not entitled to a reduction of the package price if you do not use parts of the agreed services after the start of the package.

If you have arranged for someone to replace you in your contract, WHR charges no more than the handling fee.

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9. Number of participants

You shall notify WHR of the definitive number of participants no later than five working days before the start of the event. A reduction in the number of participants by up to 5% will be expected without affecting the price if it is presented up to 5 working days before the start of the event.

Any higher reduction or later notification does not cause a reduction in price.

In the event of significant changes to the original number of participants WHR reserves the right to provide different premises, e.g. for seminars and banquets.

10. Change and cancellation by WHR

If there are compelling reasons, WHR may change the agreed service components and replace the same with service components of the same value. If contractual fulfilment by WHR is made impossible or impeded by force majeure, it may cancel the contract, refunding any service components which you have not used. In such a case you are not entitled to damages.

If the start of the package is delayed for whatever reasons not within the responsibility of WHR or the relevant service provider, you are not entitled to a reduction of the package price.

11. Liability of WHR

WHR warrants that products and services comply with the relevant contractual provisions. It is liable for the careful selection of service providers.

Any defects must be notified to WHR immediately on paper or electronically. Otherwise you lose any claims you may have. WHR shall endeavour to remedy defects within a reasonable period of time.

In all other respects GTCs clause 8 shall be applicable ([link](#)).

12. Customer's liability

You shall be liable for the payment of the total amount, particularly for any outstanding invoices sent to participants.

13. Data protection

You expressly agree that WHR may transmit your data to third parties, enabling the same to carry out their contractual duties. Data privacy is guaranteed. The WAG Privacy Policy has

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been published on the web, at <https://www.laax.com/rechtliches/datenschutz>. It forms an integral part of these STCs. You expressly declare that you have noted the Privacy Policy and that you have given your consent for the use and processing of data specified therein.

14. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018