

GENERAL TERMS AND CONDITIONS

I. Applicability of the General Terms and Conditions

These General Terms and Conditions ("GTC") govern the contractual relationship between the ordering party/event organizer (hereinafter referred to as the "Client") and **Hotels by HR Seehof GmbH** (hereinafter referred to as the "Company"), acting as the operator of the Seehof Hotel Davos (hereinafter referred to as the "Hotel"), for the rental of hotel, banquet, and conference rooms, as well as any related ancillary services (catering, accommodation, inventory, etc.). These GTC apply unless the parties have agreed otherwise in writing.

Registered office:

Hotels by HR Seehof GmbH,
Seestraße 39 | CH-8700 Küsnacht-Zürich

II. Formation of the Contract

The Hotel will send the Client an offer or event contract. The event contract becomes binding upon the Client's signature and payment of the contractually agreed advance deposit. By signing the contract, the Client accepts the GTC as an integral part of the agreement.

Offers and confirmations from the Hotel are based on information provided by the Client, such as date, time, duration, number of guests, etc. The rates confirmed in writing by the Hotel shall apply; however, the Hotel reserves the right to adjust pricing and applicable taxes. Any such changes will be communicated to the Client as soon as they are known. All prices are quoted in Swiss Francs (CHF) and include the currently applicable VAT.

Option dates are binding for both parties. However, the Hotel reserves the right to release the reserved rooms and related services if the option is not confirmed within the specified deadline. The Hotel accepts no liability if the desired spaces or services are no longer available after the option period expires.

III. Cancellation and Reduction

The Hotel reserves the right to withdraw from any offer or confirmation at any time without providing a reason, as long as no signed confirmation and guarantee (e.g., credit card number or advance payment) has been provided. In the event of force majeure (e.g., fire, strike, etc.), the Hotel may withdraw from the agreement without any obligation to pay compensation.

Cancellations by the Client or the Hotel/Company must be made in writing. This also applies to partial cancellations (e.g., room or dinner

reservations). In the event of cancellation or reductions within the timeframes listed below, the following charges* apply:

Up to 12 persons:

- 30–14 business days prior: 25%
- 13–7 business days prior: 50%
- 6–0 business days prior: 100%

13 to 30 persons:

- 40–31 business days prior: 25%
- 30–11 business days prior: 50%
- 10–0 business days prior: 100%

31 to 100 persons:

- 70–51 business days prior: 25%
- 50–26 business days prior: 50%
- 25–0 business days prior: 100%

Over 100 persons:

- 90–71 business days prior: 25%
- 70–26 business days prior: 50%
- 25–0 business days prior: 100%

No-show: 100%

Business days: Monday to Friday

Cancellation during the event: 100%

*Charges refer to all agreed-upon revenue items such as room rental, technical equipment, accommodation, food & beverage, and third-party services. The Hotel reserves the right to cancel under the same terms.

IV. Notification of Number of Participants

The number of participants for a confirmed booking must be communicated in writing within the following deadlines:

- Up to 30 persons: 5 business days
- 30–100 persons: 10 business days
- Over 100 persons: 15 business days

Calculations are based on the number of participants stated in the offer/confirmation/contract. Reductions of up to 5% are permitted without charge.

V. Bringing Own Food and Beverages

Bringing food and beverages is only allowed with prior written approval from the Hotel management. A corkage fee or consumption charge may apply, to be agreed upon in advance. Brought-in items must comply with Swiss food safety regulations.

VI. Hotel Rooms

The Hotel exclusively offers non-smoking rooms. In case of violation, a cleaning fee of up to CHF 250 may be charged to the guest or Client.

Should a violation be discovered after check-out, the cleaning fee will be invoiced to the Client regardless of payment arrangements.

Unless otherwise agreed in writing, all guests will be asked to provide a credit card upon check-in as a guarantee for incidentals.

VII. Liability and Damages

The Client is liable for all damage to property or inventory caused by themselves or participants of the event, and for any loss of items. The Hotel reserves the right to invoice for such damages or losses.

Attaching decorations or other items without prior written consent from the Hotel is prohibited. All materials must comply with fire regulations. The Client is responsible for insuring brought-in items. The Hotel accepts no liability for loss, theft, or damage to such items.

The Client confirms they have a valid liability insurance policy covering potential damages during the event. The Client is also liable for services ordered by event participants.

If the ordering party is not the same as the event organizer, both parties shall be jointly and severally liable for all obligations under the contract and related claims.

Technical defects or disruptions will be remedied as quickly as possible. The Client may not claim compensation or reduction in charges.

VIII. Advance Payment

The Hotel generally requires an advance payment of up to 100% of the expected total revenue (including room rental, technical infrastructure, accommodation, F&B, and third-party services) upon contract signing or by separate agreement.

IX. Invoicing

Invoices are payable within 10 days of the invoice date without deduction. Any objections must be raised within 4 business days. The Hotel does not issue invoices abroad as a standard practice.

X. Miscellaneous

Any deviations from these GTC, side agreements, or amendments must be made in writing to be valid.

If the Client produces a large volume of waste, the Hotel reserves the right to charge a disposal fee.

The exclusive place of jurisdiction is the registered office of the Company. Swiss substantive law shall apply.

Hotel Seehof Davos
The Management
Davos, 2025