

General Terms and Conditions of Business for Events of all Kinds

1. Scope

These general terms and conditions of business apply to the holding of seminars, conferences, banquettes and all receptions held in connection therewith at the Waldhaus Flims Mountain Resort & Spa.

1. Prices / pre- & postconvention rates

All prices are given in Swiss francs and include value added tax.

Our offered room rates will be available at least 2 days prior to arrival and for 2 extension nights. Outside this period our rack rates are valid.

3. Reservations – Option

If no agreement is reached about the use of premises and service during the allowed option time, then the reserved space can be made available on the part of the Waldhaus Flims, Mountain Resort & Spa in another way.

4. Confirmation / Advance Payment

After written confirmation and payment of 60% of the estimated total cost, the Waldhaus Flims, Mountain Resort & Spa shall guarantee the availability of the finally reserved room, premises and service.

5. Organizer's Obligation of Compensation

Should the Waldhaus Flims, Mountain Resort & Spa incur any loss or damage if rooms and premises are used in violation of contractual obligations (late cancellation, no-show, late arrival early departure), the organizer shall pay compensation therefore.

6. Rules of Cancellation

Should a reservation be fully cancelled, the Park Hotel Waldhaus shall charge the organizer the following cancellation fees:

| | |
|----------------------------------|------------------------------|
| prior to 90 days before arrival | Free of charge |
| 89 to 60 days before arrival | 30% of estimated total costs |
| 59 to 30 days before arrival | 50% of estimated total costs |
| less than 30 days before arrival | 90% of estimated total costs |

The same conditions apply to partial cancellation the value of which exceeds CHF 2,000 confirmed volume of performance.

Entire booked overnight stays, including breakfast, booked B&B offers, hotel-, banquette and wellness-arrangements, underground garage, services, taxes, VAT and total claims from third parties, are calculated into total costs.

If no agreement is specified by contract with respect to food and drink, the price of the least expensive three-course menu from the event offering effective at the time shall be charged.

Single Room Cancellation:

The Waldhaus Flims, Mountain Resort & Spa shall receive an exact participant and room list 21 days before arrival at the latest. Uncalled commitments for rooms shall lapse 20 days at the latest before the event.

Short-Term Hotel Room Cancellation

From this moment until up to 3 days before arrival, 5% of booked rooms can be cancelled without charge (5 rooms at most).

The organizer will be charged 100% of the covenanted arranged price for reserved rooms which were not occupied at all or were only partially occupied during the event.

7. Number of Participants

The Waldhaus Flims, Mountain Resort & Spa must be notified of the final number of participants for banquettes and common meals at most 4 days before the event. We tolerate only a 5% decrease from the notified number. Additional absences shall be brought to account by the Waldhaus Flims, Mountain Resort & Spa.

Upon material changes in the original number of participation the Waldhaus Flims, Mountain Resort & Spa shall retain the right to an exchange of space for seminars and banquettes.

8. Guarantee of the Organizer / Insurance

It is the organizer's responsibility to take out insurance for materials brought by him or her. No liability can be accepted on our part.

In the event of any damage to or loss of furniture or inventory of the Waldhaus Flims, Mountain Resort & Spa the costs incurred shall be fully charged.

9. Payment

The invoice issued by the Waldhaus Flims, Mountain Resort & Spa is payable – in full - within 15 days after the invoice date. Invoices not paid by participants shall be reissued to the organizer.

10. Night Surcharge with Events

If attendance and services of the Waldhaus Flims, Mountain Resort & Spa are called on after 12 p.m. during an event, a surcharge of CHF 250 shall be charged for each commenced hour.

11. Additional Costs

Additional staff costs for the location, i.e. clearing up, chair set-up, rubbish removal and cleaning work, which is not set forth in the confirmation, shall be charged in the invoice.

12. Check-in / Check-out

Reserved rooms are available for check-in at 3 p.m. at the earliest on the date of arrival. Rooms must be vacated by 11:30 a.m. at the latest on the date of departure.

13. Miscellaneous

Advertisements or announcements made by the organizer mentioning the event at the Waldhaus Flims, Mountain Resort & Spa require our consent. Fixing of informational materials beyond conference rooms is contingent on prior consultation with the Park Hotel Waldhaus.

Only food and drink ordered from the hotel may be used for receptions at the Waldhaus Flims, Mountain Resort & Spa premises. Provisions for exceptions must be handled in advance with the management of the Waldhaus Flims, Mountain Resort & Spa.

The undersigned declares that he/she has read these provisions himself/herself and has understood them, and declares himself/herself or on behalf of the customer to be in agreement with the provisions for the reservation and these general terms and conditions of business.

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Place

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Date

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Signature