

Weisse Arena Hospitality AG (WHR)

Special terms and conditions for events and «incentives»

Preamble

These special terms and conditions (hereinafter referred to as “BGB”) govern the conditions for events and incentives organized by the Weisse Arena Gruppe (hereinafter referred to as “WAG”).

1. Scope

These STC apply to all contracts for event packages concluded with Weisse Arena Gastro AG, Laax (hereinafter referred to as “WHR”).

Any deviations from these STCs require an explicit written agreement.

In addition, the [General Terms and Conditions \(GTC\)](#) from WAG and the GTC of the relevant service provider shall be applicable.

2. Contracting partner

The contract for the event package is concluded with WHR, irrespective of which company in the WAG pool accepts or executes the order.

3. Conclusion of contract

The contract shall come into effect upon written confirmation from WHR and payment of the agreed deposit or specification of the credit card details for the payment guarantee in accordance with clause 7.

This contract is subject to the service and product descriptions and conditions valid at the time the contract is concluded. These may differ from those published on the Internet or in brochures.

4. Third-party services

WHR may have the agreed services performed by a third party (a service provider).

5. Prices

The prices and utility costs valid at the point of time the contract is concluded apply. The prices include VAT and any applicable tourist taxes.

We reserve the right to increase prices up to the start of the arrangement, in particular in the event of the introduction or increase of fees, charges and taxes, increases in transportation or operating costs, extraordinary price increases by service providers or changes in exchange rates. The customer will be notified immediately of any price increases.

6. Additional services

Should WHR staff incur additional expenses on site, e.g. for clean-up work, the client shall be invoiced accordingly. For services provided after midnight, a night surcharge of CHF 500.00 will be charged per hour or part thereof, unless otherwise agreed.

7. Terms of payment

The terms of payment stated in the confirmation shall apply.

Unless otherwise agreed, a deposit of 50% of the total costs must be paid if the contract is concluded more than 21 days before the start of the arrangement. The remaining amount is due 14 days after the invoice date. In exceptional cases, WHR may demand payment of the total amount in advance.

In the event of late payment, WHR shall be entitled to refuse the service and withdraw from the contract.

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 100.00 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

WEISSE ARENA GRUPPE

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.

9. Number of participants

The client must inform WHR of the definitive number of participants no later than five working days before the event begins. A reduction in the number of participants by a maximum of 5% up to a maximum of five working days before the event begins can be made free of charge. In the event of significant changes to the number of participants, WHR reserves the right to change the location.

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 the contractual fulfillment is rendered impossible or impaired by force majeure, WHR shall be entitled to cancel the contract.

If the start of the arrangement is delayed for reasons for which neither WHR or the service provider are responsible, there shall be no entitlement to a price reduction.

11. Liability of WHR

WHR warrants that the products and services comply with the relevant contractual agreements. Any defects must be reported to WHR in writing without delay.

In all other respects, section 8 of the GTC applies.

12. Customer's liability

The client is liable for payment of the total amount, in particular for unpaid invoices from participants.

13. Data protection

Data protection will be ensured. WAG's privacy policy can be found at <https://www.weissearena.com/en/privacy-policy/> It is an integral component of these "STC Events". You explicitly declare that you have read and understood the privacy policy, and that you give your consent to the uses of data and the processing detailed therein.

14. Applicable law and place of jurisdiction

The contract is subject to Swiss law. The place of jurisdiction is the municipality of Laax

Laax, 09.11.2024