

GENERAL TERMS AND CONDITIONS FOR EVENTS AND GROUPS

1. Scope

These General Terms and Conditions (hereinafter referred to as GTC) apply to the provision of rooms and/or conference and banquet facilities as well as to all other related services and deliveries of the Walliserhof Grand Hotel & Spa or ABC Décorations SA (hereinafter referred to as Walliserhof) to clients (hereinafter referred to as organizers). These GTC groups as well as the general GTC form an integral part of each contract. Changes to these GTC require an express written agreement between the parties. This also applies to the waiver of the written form requirement. Should the GTCs contradict any contractual conditions of the organizer, these GTC shall take precedence.

2. Conclusion of contract

Following the reservation by the organizer, the organizer will receive a written reservation confirmation from the Walliserhof (usually by email). The contract between the parties is only concluded with this written reservation confirmation from the Walliserhof to the organizer.

3. Services, payments and prices

3.1 The Walliserhof undertakes to provide the services ordered by the organizer and promised in writing by the Walliserhof.

3.2 All prices are in Swiss francs (CHF) and include the statutory value added tax (VAT).

3.3 The Walliserhof is entitled to demand an appropriate deposit. The amount of the deposit and the payment dates are agreed in writing in the contract. If the organizer does not fulfill his obligation to pay the deposit in due time, the Walliserhof is entitled to withdraw from the contract after setting a reasonable grace period. The organizer is liable to the Walliserhof for any resulting damage.

3.4 Unless a deposit is requested by the Walliserhof, the entire invoice amount is to be paid by the organizer by credit card at the latest at the time of departure. If payment by invoice is agreed, the entire invoice amount is due 30 days after the invoice date. In the event of late payment, the Walliserhof is entitled to charge interest on arrears in the amount of 5%, as well as any debt collection costs.

3.5 Prices are expressly subject to change by the Walliserhof.

4. Liability

4.1 The organizer is liable to the Walliserhof for all damages and losses or other damages caused by himself, his employees, his agents, his event participants or other third parties. The Walliserhof declines (subject to clause 4.3) any liability for theft of and damage to items brought in by the organizer, event participants or third parties. The insurance of exhibits and other objects brought in by the organizer, event participants or third parties is the responsibility of the organizer. The Walliserhof can demand proof of sufficient insurance from the organizer at any time. The Walliserhof is free to refuse its services until the organizer can provide proof of adequate insurance.

4.2 The organizer is obliged to maintain peace and order. It undertakes to indemnify the Walliserhof in full against all claims under civil and public law brought against the Walliserhof by authorities or third parties (including event participants, guests or employees, and contractual partners of the organizer) on the basis of its event or to pay for all corresponding claims.

4.3 The Walliserhof shall be liable for its own conduct only in the event of intentional or grossly negligent contractual or non-contractual damage. Any further liability, especially in case of slight or ordinary negligence, is excluded.

4.4 The Walliserhof is liable for its support persons only in case of intentional or grossly negligent damage and for direct damage. Any further liability, especially in case of slight or ordinary negligence as well as liability for indirect damages, is excluded. Indirect damages within the meaning of these GTC shall include, in particular, lost profits and pure financial losses.

4.5 When arranging external services, the Walliserhof assumes no liability for the service ordered by the organizer.

5. Withdrawal of the Walliserhof

5.1 The Walliserhof may withdraw from the contract without giving reasons as long as the organizer is entitled to withdraw according to section 6.

5.2 If the service to be contractually provided by the Walliserhof is significantly impeded or impossible due to force majeure, in particular in whole or in part: Fire, flood, earthquake, strike, explosion, riot, war, terrorism, snow slide/avalanche, pandemic/epidemic as well as any decision of the Swiss authorities or other circumstances for which the Walliserhof is not responsible, the Walliserhof may withdraw in whole or in part without compensation to the extent of the part of the contract not yet fulfilled.

5.3 The Walliserhof is also entitled to withdraw without compensation if there is reasonable cause to believe that the event may jeopardize the smooth operation of the business or the safety or the public reputation of the Walliserhof,

or if the organizer violates section 12 of these GTC. Any claims for damages by the Walliserhof against the organizer are expressly reserved.

6. Withdrawal of the organizer

6.1 Withdrawal by the organizer is generally governed by the provisions on cancellation in accordance with sections 8 and 9 of these GTC.

6.2 If cancellation is excluded in accordance with clauses 8 and 9 of these GTC and if it is impossible for the organizer to obtain the agreed services as a result of force majeure, the organizer may withdraw from the contract against payment for the services already performed and payment of 50% of the services not yet performed. The price according to the reservation confirmation (incl. VAT) is the determining factor for the calculation of the cancellation costs of the individual services.

7. Group bookings / room allotments

7.1 7 days before arrival at the latest, the Walliserhof shall receive a binding list of participants with the following information from the organizer for group bookings of 5 rooms or more:

- First and last names of guests
- Date of birth
- Arrival time
- Payment conditions of the guests

If the organizer has booked a room contingent and this is not completely filled by the reported list of participants or if no list of participants is reported in due time, the still available rooms of the respective contingent will be released for open sale again.

8. Cancellation conditions for arrangements

8.1 The cancellation of an arrangement (room, room rental, catering, etc.) must be communicated to the Walliserhof as early as possible and in writing. The following cancellation conditions apply to the cancellation of bookings as well as for unannounced no-show and in the case of early departure:

31 - 22 days before arrival 50 % of the arrangement price according to the offer

21 - 15 days before arrival 75% of the arrangement price according to the offer

14 - 0 days before arrival 100% of the arrangement price according to the offer

8.2 If the loss of revenue caused is compensated by customer bookings from third parties for the same period and the same rooms, the Walliserhof may, at its own discretion, refrain from charging the cancellation costs or reduce them.

8.3 For all cancellations, it also applies that services provided in advance by the Walliserhof and its partners must be paid in full in any case.

9. Rebooking through the Walliserhof

If the Walliserhof cannot provide the organizer with one or more booked rooms for any reason, the Walliserhof shall provide the organizer with a room of equal value. If no equivalent room is available, the Walliserhof shall provide the organizer with an available room of another category.

10. Use of space/permits

10.1 The Walliserhof reserves the right to make room changes, provided that the rooms meet the requirements and interests of the organizer and are reasonable for the latter. Any subletting or re-letting of rooms or areas by the organizer requires the prior written consent of the Walliserhof.

10.2 Unless otherwise stipulated in the contract, the organizer must obtain any necessary permits itself and at its own expense. Copyright compensation in connection with music performances must be registered and paid by the organizer itself.

11. Safety regulations

11.1 Mandatory directives from public authorities as well as the regulations of the Walliserhof, in particular keeping escape routes clear, observing the smoking ban, etc., must be complied with. Decorative material brought in by the organizer must also comply with fire regulations.

11.2 The organizer is also responsible for ensuring that no more persons are admitted than the capacity of the room in question. The maximum numbers indicated by the Walliserhof are binding for this restriction. In case of violation, the Walliserhof declines any liability.

11.3 The attachment of decorative materials and other objects to walls, doors and ceilings always requires the prior consent of the Walliserhof. The organizer is liable for any resulting damage to the Walliserhof.

12. Printed matter/media advertisements

The use of logos/pictures of the Walliserhof in any form by the organizer always requires prior written permission. If a publication is made without the corresponding consent, the Walliserhof is entitled to withdraw from the contract. The organizer is liable to the Walliserhof for any resulting damage.

13. Details of the event and guarantee of safety

The organizer must inform the Walliserhof transparently about the purpose and the nature of the event. Should the organizer change the purpose and nature of the event, the Walliserhof must be informed immediately. If the Walliserhof determines that the organizer has not correctly informed the Walliserhof about the purpose and nature of the event and that the event could represent a reputational risk for the Walliserhof, the Walliserhof is entitled to withdraw from the contract. The organizer is liable to the Walliserhof for any resulting damage.

14. Surcharges

From 12 midnight onwards, a night surcharge of CHF 10.00 will be charged per guest (based on the confirmed number of persons in accordance with Clause 7) and commenced hour (minimum CHF 250.00 per hour).

15. Catering

Unless otherwise agreed in writing, the organizer is obliged to purchase all food and beverages from the Walliserhof. Otherwise, a tap fee agreed in advance will be charged.

16. Applicable law/jurisdiction

The contract shall be governed exclusively by Swiss law. The place of performance and jurisdiction is Visp. Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. In such a case, the legally ineffective provision shall be replaced by a provision that is similar in spirit but effective.

Saas-Fee, March 2021