

Arosa Tourism – Arosa MICE

General Terms and Conditions

1. General

Arosa Tourism established “Arosa MICE” to provide professional support for congresses, seminars and incentives. With this service, we can provide advice and support to help you make decisions and relieve you of lengthy organisational processes. Arosa MICE can take on the complete organisation of your event. After the event you will receive an invoice for your entire duration of your stay, including all services commissioned, and there is no need for you to deal with outstanding payments for different service providers.

2. Scope of validity

These General Terms and Conditions („T&Cs“) are valid for all business relationships between Arosa Tourism/Arosa MICE and the customer. Terms and conditions of the customer are not applicable. The lessee has an obligation to Arosa MICE to ensure that exhibitors, sponsors, stand construction companies and other partners comply with the conditions specified in these T&Cs.

3. Option date / conclusion of contract

The offer is valid until the option date specified within it, and shall then expire automatically. If no option date is specified, the offer is valid for 14 days after the date of issue.

The reservation is only binding if the rental contract (for booking spaces within the SCC) or cost overview (for booking of incentives) has been signed by both parties.

By signing these T&Cs, the customer expressly accepts the conditions therein. Furthermore, the signature is valid as definitive confirmation of the order for Arosa MICE.

4. Handling fee / billing

For services provided by Arosa MICE (organisation, reservations, invoicing, support), Arosa MICE shall charge a fee of 10% of the total event cost. However, this handling fee is only paid if a definitive booking is made. If the percentage handling fee does not exceed CHF 150.00, a minimum handling fee of CHF 150.00 is charged.

No fee is charged against the rental price for spaces in the Sport and Congress Centre. If specialist cleaning or additional waste disposal services are required due to heavy soiling, the renting party will be billed for the additional costs incurred. All users are encouraged to use water and electricity sparingly. Additional costs for heating, electricity and water which exceed standard consumption must be paid by the event organiser according to usage. For events in the ice rink, the electricity, water, heating and waste will be calculated according to usage.

For cost transparency, the customer shall regularly receive updated cost overviews from Arosa MICE. The cost overview shall be regularly adjusted in line with new circumstances during the organisation of the event. The final invoice for the event will be up-to-date and will clearly show the costs as agreed in discussions beforehand. If required, the customer may request a copy of all service provider invoices from Arosa MICE.

5. Payment terms

Arosa MICE reserves the right to request an advance payment when these T&Cs have been signed. This may be up to 3/4 of the offer amount as per the current cost overview and should generally be paid up to 30 days before the start of the event. The customer is obliged to pay the advance payment on time. If the customer does not pay the advance payment on time, Arosa MICE is entitled to withdraw from the contract and to bill the customer for any cancellation fees and expenses in full. The final invoice, which is issued to the customer after completion of the event, is subject to a payment term of 30 days (from date of invoice). The payment terms apply unless agreed otherwise with Arosa MICE.

6. Cancellation conditions

6.1. General

Arosa MICE must be informed immediately in writing via e-mail of all cancellations, giving the name of the person making the cancellation. Telephone cancellations must be confirmed in writing with an e-mail to Arosa MICE. The cancellation date is the date on which the cancellation is received in writing. If a cancellation is made by telephone, the subsequent confirmation must reference the telephone cancellation and specify the name of the person from Arosa MICE who handled the cancellation. Arosa MICE will always acknowledge receipt of the cancellation in writing.

6.2. Notice periods

Unless agreed otherwise in writing or specified otherwise **by the booked hotel/accommodation**, the following cancellation fees apply to **partial cancellations**:

For hotel services (partial cancellations/amendments – up to 10% of the number of participants)

- Withdrawal up to 120 days before event: The accommodation can be cancelled without charge
- Withdrawal more than 119 days before event: 10% of the costs for the cancelled overnight stays will be charged
- Withdrawal more than 95 days before event: 30% of the costs for the cancelled overnight stays will be charged
- Withdrawal more than 65 days before event: 50% of the costs for the cancelled overnight stays will be charged
- Withdrawal more than 35 days before event: All negative amendments will incur charges
- During the stay: All negative amendments will incur charges

The individual percentage rates are not applicable on a cumulated or multiple basis. Partial cancellations that exceed the percentage rate are billed at 100%.

Unless agreed otherwise in writing or specified otherwise **by the booked hotel/accommodation**, the following cancellation fees apply to **full cancellations**:

For hotel services (full cancellation)

- Withdrawal up to 120 days before event: The reservation can be cancelled without charge
- Withdrawal more than 119 days before event: 30% of the calculated total costs are charged
- Withdrawal more than 95 days before event: 50% of the calculated total costs are charged
- Withdrawal more than 65 days before event: 75% of the calculated total costs are charged
- Withdrawal more than 35 days before event: 100% of the calculated total costs are charged

The total costs include all booked services, support and VAT.

Unless agreed otherwise in the rental agreement, the following cancellation fees are applicable for full cancellations and partial cancellations:

For rental of spaces in the Sport and Congress Centre

- Withdrawal up to 180 days before event: The reservation can be cancelled without charge
- Withdrawal more than 179 days before event: 25% of the rent is charged
- Withdrawal more than 90 days before event: 40% of the rent is charged
- Withdrawal more than 45 days before event: 70% of the rent is charged
- Withdrawal more than 15 days before event: 90% of the rent is charged

Arosa MICE is also entitled to cancel the rental of spaces up to 180 days before the event without justification.

All other services such as catering, activities and extras:

- Withdrawal up to 60 days before event: 0% of the current cost overview
- Withdrawal more than 59 days before event: 25% of the current cost overview
- Withdrawal more than 30 days before event: 50% of the current cost overview
- Withdrawal more than 14 days before event: 100% of the current cost overview

Partial cancellations of other services (max. 10% of the number of guests) are free of charge up to 7 days before the event and are thereafter billed at 100% of the calculated costs.

The flat-rate minimum handling fee of CHF 150.00 is invoiced in every case of cancellation. Advance payments made by the customer can be used by Arosa MICE to cover the cancellation fees and handling fees.

6.3. Cancellation by Arosa MICE

If the service cannot be provided by Arosa MICE (or, if applicable, the service provider, for example, hotels, mountain railways), or is not possible (specifically due to natural events, war, unrest, pandemics or epidemics, strikes or official restrictions, measures, instructions, or regulations), or other unforeseen or unavoidable events, Arosa MICE may terminate the contract without compensation. In the case of a force majeure event, Arosa MICE is not subject to any disclosure requirement to the customer prior to the termination. In the case of termination by Arosa MICE in this context, the customer and event participants have no claims against Arosa MICE or the service providers; specifically, Arosa MICE and the service providers are not liable for indirect damages, consequential losses, compensation due to frustration or useless expenditure and costs incurred by the customer or event participant.

7. No liability for Arosa MICE; no entitlement to refund

The customer and event participant are themselves responsible for travelling to Switzerland and for compliance with any entry, visa and health regulations, unless agreed otherwise in writing, and for their travel to Arosa. If the customer or event participant cannot travel, is delayed, or must depart early due to overloaded traffic routes, traffic congestion, delayed public or private transport, weather conditions, entry delays, due to an act of force majeure (specifically natural events, war, unrest, pandemics and epidemics, strikes or official restrictions, measures, instructions or regulations) or other reasons for which they are responsible, and/or the services offered by Arosa MICE and the service providers cannot be used, or only used in part, the customer must nevertheless pay the costs and fees in full as per the concluded contract, and Arosa MICE and the service providers are not obliged to refund any advance payments/payments already made.

8. Insurance

Insurance and liability for participation in the organised event is the sole responsibility of the customer and/or event participant themselves. Neither the customer nor the event participant nor the execution of the event are insured by Arosa MICE. Arosa MICE does not accept any liability for accidents.

The lessee is liable for all damage to spaces in the Sport and Congress Centre, including equipment, furniture and technology. Any repairs or alternative services will be invoiced to the lessee. Arosa MICE is not liable for the loss, damage or theft of objects brought to the Congress Centre by the event organiser, by exhibitors, sponsors, or stand construction companies, by other partners or by visitors to the event. Arosa MICE does not accept any liability for objects stored in consultation with Arosa MICE. Insurance for exhibited objects and other items in any space within the Sport and Congress Centre is the responsibility of the lessee.

9. Further conditions

If individual clauses in the contract or in these T&Cs are, or become, void, ineffective, or unenforceable, this does not impact the remaining part of the contract or T&Cs. In the event that a clause is void, ineffective or unenforceable, this clause shall be replaced by a new clause whose purpose is as close as possible to the original purpose of the void, ineffective, or unenforceable clause. The same applies if there is an omission.

The following additional clauses apply for spaces within the Sport and Congress Centre.

- **Cloakroom**
The cloakroom in the SCC can be used without charge without staff. Arosa MICE does not accept liability for lost, damaged, mixed up or missing items of clothing or objects.
- **Security staff**
On "Freinächten" [evenings without closing time restrictions], door security must be provided by the event organiser, the landlord or a security company. The lessee must pay any associated costs.
- **Decoration and advertising**
If any objects or posters are mounted, this must be approved in writing by the technical staff of Arosa MICE. Without written approval, no materials or objects may be mounted.
- **Technology**
Operation of the technical equipment in the Sport and Congress Centre is permitted exclusively by technical staff. If special equipment and installations are required, this must be communicated in writing at least 6 weeks before the event for organisational reasons. If communicated later than this, availability of the required devices cannot be guaranteed. Electrical, telephone or other connections may only be undertaken with the agreement of the Technical Head and in accordance with their instructions. This is invoiced to the lessee.
- **Copyright**
If live music or recorded music is played by the lessee in the Sport and Congress Centre, current legislation requires that written permission is obtained from SUIA (Swiss Society for the Rights of Authors of Musical Works). The use of music must be communicated to SUIA at least 10 days before the start of the event. The Sport and Congress Centre does not recognise the rights of third parties which are asserted as a result of non-compliance with copyright legislation.
- **Catering**
All food and drink consumed within the Sport and Congress Centre must be purchased from local Arosa businesses. Exceptions are only possible if approved in writing by Arosa MICE.

10. Applicable law and jurisdiction

Substantive Swiss law is exclusively applicable. The exclusive court of jurisdiction for all disputes arising from this contract or from the T&Cs is Arosa.

11. Recognition of T&Cs

The signatory declares that they have read and understood the T&Cs themselves and declares that they accept these T&Cs on behalf of the institution (company, association etc.).

Arosa Tourism
Arosa MICE
Poststrasse 27
7050 Arosa
Tel: +41 81 378 70 27
E-mail: mice@arosa.ch
Web: kongress-arosa.ch