

## GENERAL TERMS AND CONDITIONS OF SALE, version Feb20

### 1 Scope and validity

#### 1.1 Scope

These Terms and Conditions (T&Cs) of the Ultima Collection (hereinafter referred to as “the Operator”) apply to any offer, booking and contracts entered into between the Operator and its clients.

Notwithstanding any reference to the contrary, any reference to clients’ T&Cs (if applicable) shall be disregarded.

These T&Cs are valid as of [insert date] and may be updated from time to time, in which case you shall be informed about any such update on our website. Your further access and use of our services shall then be subject to our latest version of our T&C; provider, however, that any booking made shall be subject to the T&Cs applicable at the time your booking was made.

#### 1.2 Validity

By signing or paying the contract/booking confirmation or agreeing (by any mean) to the reservation, the client accepts these T&Cs. This is mentioned on the top of the document but in case there is an electronic or verbal agreement, this agreement remains in force.

### 2 Reservation

#### 2.1 Option

The information regarding a granted option for a tentative booking is binding on both parties, i.e. the Operator and the prospective client. Assuming the option is not confirmed by a formal reservation and / payment for such booking by clients within the deadline expressly communicated to the prospective clients, the Operator may dispose of the provisionally booked rooms..

#### 2.2 Reservation conditions

##### 2.2.1 Individual clients

Unlike an option, once a booking has been made by a client and confirmed in writing by the Operator, it is deemed final and binding on the client and cannot be revoked, unless otherwise expressly provided for or agreed upon in written form by the Operator. Reservations must be guaranteed using a credit card number or a bank transfer and become legally binding on the Operator only upon receipt of cleared funds.

If the client wishes to make any changes after confirmation by the Operator, such changes must be agreed in writing by the parties.

##### 2.2.2 Groups

The client, in that case the agency or company handling the booking (“Agent”), is responsible for informing the Operator of the firm and final number of travelers in the group as early as possible, but no later than 10 days before the group’s arrival. Unless otherwise expressly accepted in written form by the Operator, the Agent shall be considered the client and liable towards the Operator as to the client’s obligations contemplated in these T&Cs (including as to payment, potential damage resulting from the travelers’ stay, etc.)

### **2.3 Minimum number of days**

The Operator reserves the right to require a minimum number of days from its clients, depending upon the period of the year (such as, for instance, Christmas or New Year’s Eve).

## **3 Stay**

### **3.1 Times of arrival and departure**

The room will be made available to the client from 3 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure. Late check-out is possible upon request and will be charged accordingly. **Any checkout after 6 pm will be considered an extra full night. Any check-in before 9 am will be considered an extra full night.**

### **3.2 Services and amenities**

Services and prices are in each case published in the section below “inclusions and limitations”.

### **3.3 Parking**

Outdoor and / or indoor parking is available to our clients free of charge. Please note that the Operator cannot be held responsible for any damage caused to vehicles in the parking area or in the garage.

### **3.4 Pets**

Pets are welcome at the Ultima Collection. However, they are not permitted in the restaurants and spa areas. The Operator reserves the right to invoice the client for any damage the pet may cause. The Operator reserves the right to refuse a pet at its entire discretion.

### **3.5 Ultima Spa and Spa services**

Ultima is not responsible for any health issue that may arise from a SPA treatment. Clients are responsible for informing the SPA team of any health related issue that may impact any aspect of a SPA treatment and/or may have any adverse effect on them.

Prior booking is required for all spa treatments and availability cannot be guaranteed.

### **3.6 Dress code**

We kindly ask you to dress appropriately in the common areas of our resorts and hotels. The Operator reserves the right to deny access to guests not following our dress code.

### 3.7 Smoking limitation

The smoking limitations are described for each property and the Operator reserves the right to charge a cleaning fee should our policies be breached.

## 4 Rates and methods of payment

The contract price is the price established at the time of booking. Our prices are in Swiss Francs (CHF) or in Euros (EUR) (including value-added tax, VAT).

### 4.1 Payment and conditions

We accept the following methods of payment: cash, American Express, Mastercard, Visa. Cheques are not accepted. Our bank details may be found on each offer / invoice. All bank fees and currency exchange fees are the client's responsibility. The full amount is due at the latest at the time of the client's departure, and may be paid by credit / debit card or in cash.

### 4.2 Security Deposit

An initial security deposit (non-refundable and dependent on the number of rooms booked) must be made within 10 days after return of the signed contract. Should such a deposit not have been made within 10 days, the Operator reserves the right to cancel the reservation without any liability towards the client.

### 4.3 Definitions of payment terms

**Deposit** = Deposit for damages, refunded upon departure or used for extras if needed

**APA** = Advance payment for incidentals (like Food, SPA etc....), rest refunded upon departure

**Down payment** = Advance payment towards accommodation

A **deposit** amount (distinct and separate from the initial security deposit required above) must be pre-paid for any potential damage and will be refunded by bank transfer or card upon normal verification after check-out within three business days absent any such damage.

We reserve the right to require an additional amount during the stay if we observe any damage caused to the property, exceeding the deposit amount.

This amount must be paid either upon booking or blocked on a credit card, or at the latest upon check-in by card.

**APA** : An amount of EUR 250 per adult per day and EUR 150 per child below 12 years old will be added for incidentals. Any (or all) remaining amount at the end of the stay will be immediately refunded to the client by bank transfer or card upon check-out.

The **down payment** for the reservation must be paid in addition to the APA. The down payment is a pre-payment towards the accommodation stay only.

## **5 Cancellation conditions**

### **5.1 Payment terms**

The standard cancellation conditions are outlined on each contract. Per default and if not mentioned, there are no refunds once the deposit payment is paid and / or the full prepayment is done, whichever comes first.

### **5.2 Cancellation for outsourced services**

The Operator will re-invoice any cancellation fee of outsourced services.

### **5.3 Cancellation clause**

The booking agreement may be cancelled as of right by the Operator, without giving rise to payment of damages to the client, in case of Force Majeure or if the hotel becomes inoperable in accordance with commonly accepted hotel industry standards, due to a cause not attributable to the Operator, in particular in cases of late opening or non-opening (natural disasters, road closures), as well as in the case of non-payment by the client. The payment made by the client shall then be fully refunded within three business days as of such cancellation.

## **6 Responsibilities**

### **6.1 The Operator's responsibility**

The Operator refuses to accept any liability for theft or damage to property brought in by clients, event participants or third parties. Insurance of exhibits and other items brought in by clients, event participants or third parties is the item's owner's responsibility.

The Operator is liable only for direct damages suffered as a consequence of deliberate or grossly negligent contractual or non-contractual conduct. Any further liability (particularly for minor or medium negligence or for indirect damage such as, in particular, loss of profit) shall be ruled out.

### **6.2 Responsibility for outsourced services**

The Operator refuses to accept any liability for any activity, excursion and (without limitation) transportation that are outsourced. The Operator will organize any request from the client, as long as they are legal and ethical. The hotel operation will do its utmost to fulfill its clients' requests, subject to limitations preventing fulfilment.

The present limitation of responsibility covers but is not limited to, in-house services, in particular the Ultima Clinic, Ultima SPA, Ultima Ski School and any other Ultima branded outsourced services.

### **6.3 The client's responsibility**

The client is solely responsible for any and all destruction, damage or harm caused by either the client or a person under the client's responsibility, and must consequently make full repayment of any repair and replacement costs. The client is obliged to keep peace and order, and the Operator will not tolerate any verbal or physical abuse towards its staff and partners. Note that Events and private parties must only be done within the limit of the noise regulations set by the local authorities and it is the client full responsibility to be aware of these. We will not tolerate any disturbance to our neighbors. Clients shall indemnify the Operator in full against all claims under civil or public law that are made against the Operator by authorities or third parties (including event participants, guests or the client's employees and contractors) as a result of their event, or else pay for any corresponding losses in their entirety. The client is also responsible for having all insurances in cases of illness and accident during their stay. As a last resort, the Operator reserves the right to expel a client without refund, and / or to report it to the authorities.

## **7 Data protection**

Rights to privacy are important to us. Ultima Collection shall use your information to provide you with the required services. The personal data provided to us by you shall be used solely for our purposes and shall not be sold, leased, exchanged or made available in any other form to third parties apart from Ultima Collection and its partners, in and outside of Switzerland. We undertake to treat your data in accordance with the Swiss Data Protection Act (FADP - GDPR). The responsible contact for GDPR in Ultima is Gilles Repond – [dos@ultimacollection.com](mailto:dos@ultimacollection.com)

As part of the booking process, your personal data are relayed abroad, where they are stored and processed. Personal data may be stored, relayed and processed abroad in accordance with Swiss data protection legislation.

The Operator would like to point out that data transmission via the internet (e.g. through email communication) may involve security gaps. In this context, we cannot guarantee absolute protection of your personal data against third-party access. **The Operator cannot accept any liability for data transmission via the Internet** The client has the right at all times to receive information free of charge on the personal data stored about them, the origin and recipients thereof and the purpose of the data processing, as well as a right to correction, blocking or deletion of these data, provided storage thereof is not required by law. The client may address the Operator regarding this and other questions on the subject of personal data.

**Important notice about privacy when communicating with us via messaging platform**

The Operator shall not accept any liability regarding privacy or loss of data for the use of messaging platform including but not limited to, WhatsApp, Wechat, and others.

This includes any of the client's employees or agents that are communicating with the Operator before, during and after the stay.

## **8 Applicable law**

Subject to mandatory statutory requirements, the legal relationship between the Operator and the client is governed by Swiss law, with the exclusion of Swiss private international law. Any dispute arising out of or related to these T&Cs shall be submitted to the exclusive jurisdiction of [choose jurisdiction].

## **9 Special limitations to Ultima Collection**

### **9.1 Inclusions limitations**

Specific terms agreed and binding between the Client and the Operator shall be found on the initial offer and invoice(s) as well as any written exchange between the parties. "The Operator will provide the transportation services with vehicles chosen by the Operator, and with a limited number of cars and drivers as detailed on the correspondence and information.

Any special wish by the client in regards to type of cars, driver will be charged to the client.

Any extra request that may not be handled by our in house staff will be outsourced and invoiced accordingly.

The laundry service included is limited to 5 pieces per person per day, and any additional might be delayed and / or outsourced. Ultima accepts no liability for included laundry and limits its liability to 2x (twice) the amount invoiced for dry cleaning.

### **9.2 Outsourced services invoicing**

All outsourced services will be recharged to the client at costs plus potential expenses and disbursements to render the service plus a service charge of 15%. The Operator shall not be responsible nor can it guarantee the processing of VAT refunds. The Operator shall not in any way be substituted to any guarantee of the purchased item that may apply.

### **9.3 Food and Beverage limitations**

The included Chef and service staff are provided and chosen by the Operator. Any other specific request will be charged accordingly.



The Ultima breakfast is included (details upon request) along with the afternoon delight (details upon request) and will be created by our Food and Beverage Team. Any additional request will be invoiced accordingly.

Any other meals will be prepared by our team and the groceries will be charged at cost.

Any alcoholic beverage is charged according to our price list, and self brought-in alcohol will carry a corkage fee as listed on the inclusions list

#### **9.4 Housekeeping limitations**

Daily make up and turndown are included and provided by the staff provided, any additional requirements or out of regular time will be charged accordingly.

#### **9.5 Transportation liability**

The Operator has no liability in the transportation services provided or outsourced, including injuries, death, delays and consequences that may arise..