



Pradas Resort

General Terms & Conditions

between the guest and Brigels Resort AG (Pradas Resort Brigels)

1. Scope of application

1.1 These terms and conditions govern contracts for the rental use of apartments in Pradas Resort Brigels for accommodation. The resort is operated by Brigels Resort AG. The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, holiday resort, holiday apartment contract.

1.2 Subletting or further letting of the rented holiday apartments as well as their use for purposes other than accommodation requires the prior consent of Brigels Resort AG in written form, whereby the customer's right to extraordinary termination in case of refusal of consent of Brigels Resort AG is invalidated

2. Conclusion of contract and contracting partner

2.1 The contract is concluded by the acceptance of the customer/guest's application by Brigels Resort AG. If Brigels Resort AG makes a binding offer to the customer/guest, the contract comes into force upon acceptance of the offer by the customer/guest. In the case of booking via the Internet, the contract comes into effect by clicking on the button "Reserve now for a fee". The customer/guest will receive email confirmation of the booking automatically in this case.

2.2 Contracting partners are Brigels Resort AG and the customer/guest. If a third party has ordered for the customer, the customer is liable to Brigels Resort AG together with the third parties as joint and several debtors for all obligations arising from the admission agreement, provided that Brigels Resort AG has received a corresponding declaration from the third party.

3. Services, prices and payments

3.1 Brigels Resort AG is obliged to have ready the apartments (from check-in time) booked by the customer/guest and to provide the agreed services

3.2 The customer/guest is obliged to pay the agreed price, irrespective of whether he or she claims all the benefits. This also applies for arranged services and expenses of Brigels Resort AG to third parties (e.g. bread roll service) for the customer/guest.



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3.3 Brigels Resort AG may make dependent its consent to a subsequent reduction in the number of booked holiday apartments requested by the customer, the performance of the resorts or the duration of the customer/guest's stay, on whether the price for the rooms or other services of the resort increases.

3.4 Invoices of Brigels Resort AG without a due date are due within 30 calendar days from receipt of invoice, payable without deductions. Brigels Resort AG is entitled to make accrued claims due at any time and to demand immediate payment. In the event of default in payment, Brigels Resort AG may, in addition to the statutory default interest of 5%, charge a fee of CHF 10.00 per reminder letter. Brigels Resort AG reserves the right to prove and assert higher damages.

3.5 Brigels Resort AG is entitled, at the time of conclusion of the contract or thereafter, to demand advance payment of the booked service(s). The amount of the advance payment and the payment dates depend on the time of booking or the number of days before arrival and will be communicated at the time of booking.

3.6 The invoice amount can be paid in full or in part with Maestro, Postcard, various credit cards, money orders or Reka money. Reka checks are to be sent in a registered envelope (max. CHF 2'000 per envelope) to our address. The receipt of the Reka checks will be confirmed by email. Payments made with Reka-Card are made directly via RekaNet. Please do not send your credit card data electronically - for the payment, please contact us by phone.

Payments via e-banking:

Make payment to Graubündner Kantonalbank, 7002 Chur
in the name of Brigels Resort AG, Via Plaun Rueun 44, CH-7165 Brigels
IBAN CH79 0077 4010 3123 2880 1
SWIFT GRKBCH2270A, Clearing 774

4. Cancellations and changes

4.1 A withdrawal of the customer/guest from the contract with Brigels Resort AG is only possible, if a right of withdrawal has been expressly agreed in the contract, if any other legal right of withdrawal exists or if Brigels Resort AG expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible agreement to a cancellation of the contract shall be made in text form.

4.2 If a date for withdrawal from the contract free of charge has been agreed between Brigels Resort AG and the customer/guest (option), the customer/guest can withdraw from the contract until then without triggering payment or damage claims by Brigels Resort AG. The customer's/guest's right of withdrawal expires if he/she does not exercise his/her right of withdrawal towards Brigels Resort AG in text form by the agreed date.



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4.3 If you wish or need to cancel, please use the cancellation field provided for this purpose in the booking confirmation or send us the cancellation request in writing by email to reservation@pradasresort.ch. The date of receipt is decisive for the calculation of any cancellation fee.

In the event of cancellation, change (with the exception of a change in the number of persons) or rebooking, Brigels Resort AG will charge the following cancellation fees on the rental price:

up to 31 days before trip commencement 50.-
30 - 16 days before trip commencement 50%
15 - 3 days before trip commencement 80%
2 days before the start of the holiday or no show 100%.

4.4 To ensure that you are protected against financial loss in the event of cancellation, breakdown or medically prescribed repatriation as a result of a serious event such as illness, death and accident, we recommend that you take out travel insurance, e.g. the ETI protection policy.

5. Withdrawal by Brigels Resort AG

5.1 If it is agreed in writing the customer/guest has the right to withdraw from the contract free of charge within a certain period of time, Brigels Resort AG for its part shall also be entitled to withdraw from the contract free of charge during this period.

5.2 If an agreed upon advance payment, or an advance payment requested in line with 3 no. 5, or collateral payment is not made even after the expiry of a subsequent deadline set by Pradas Resort Brigels, Brigels Resort AG shall be entitled to withdraw from the contract.

5.3 Furthermore, Pradas Resort Brigels is entitled, for objectively justified reasons, to withdraw from

- force majeure or other circumstances beyond the control of Brigels Resort AG make the performance of the contract impossible;
- apartments have been booked with misleading or false information or concealment of essential facts (e.g. in the person of the customer, the solvency, the purpose of stay, dog/pet as companion without registration at the time of booking, number of participants);
- that Pradas Resort Brigels has reason to believe that the use of the resort's services would jeopardise smooth business operations, the security or the public reputation of Pradas Resort Brigels without this having being due to Pradas Resort's area of influence or organisation
- a violation of 1 no. 2 is present.



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5.4 In case of justified withdrawal of Pradas Resort Brigels, no claim of the customer shall arise for compensation for damages.

6. Room provision, room handover and return

6. 1. The customer/guest does not acquire the right to be provided with specific holiday apartments, unless this has been expressly agreed in writing. The right is reserved to change at any time the allocation of the holiday apartments for ecologically sustainable grounds (e.g. if an entire building has to be heated, although only one apartment is used).

6.2 Booked holiday apartments are available to the customer/guest at the earliest from 3 pm of the agreed arrival day. The customer/guest has no right to an earlier provision, unless this has been expressly agreed in writing.

6.3 On the agreed day of departure, the holiday apartments are to be cleared and made available by 10.00 a.m. at the latest to Brigels Resort AG. After that the Pradas Resort Brigels is entitled, in the event of delayed evacuation of the holiday apartment, to charge a delay surcharge for its use in excess of the contract.

7. Liability of Brigels Resort AG

7.1 Brigels Resort AG is generally liable for all legal and contractual claims only in cases of intentional or grossly negligent conduct. Liability of Pradas Resorts Brigels for consequential or indirect damages is excluded.

Exclusions and limitations of liability apply in the same way to a statutory representative or vicarious agents. If malfunctions or defects arise in the services of Pradas Resorts Brigels, Brigels Resort AG will, upon knowledge or at immediate notification from the customer/guest, endeavour to provide remedy. The customer/guest is obliged to do what can reasonably be expected of him/her in order to remedy the malfunction and to keep possible damage to as little as possible, as well as all inform Pradas Resort Brigels of all faults/damages immediately.

7.2 If the customer/guest has been provided with a parking space on a Pradas Resort Brigels car park - including for a fee - this does not constitute a safekeeping agreement. In case of loss or damage to vehicles parked on the Pradas Resort Brigels land or vehicles manoeuvred on this land and their contents, Pradas Resort Brigels shall only be liable pursuant to 7 no. 1.

7.3 Messages, mail and consignments for the customers/guests will be handled with the greatest care. Brigels Resort AG takes care of delivery and storage (in each case in the resort at the reception) as well as - if desired - for a fee the forwarding of the same.

7.4 For wardrobe items (e.g. in the "Pradas Oasa" or in the kids club) and for skis, mountain bikes and other objects stored in the ski room by the guest for storage, Brigels Resort AG accepts no liability.



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8. Entry regulations

Each customer/guest is responsible for complying with the entry regulations. Please refer to this entry information before finalising your booking:

<https://www.eda.admin.ch/eda/de/home/einreise-und-aufenthaltinderschweiz/informationen-zueinreiseundaufenthalt.html>

9. Final provisions

9.1 Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions for the Brigels Resort AG Accommodation Contract must be set out in text form. Unilateral changes or additions by the customer/guest are ineffective.

9.2 Place of performance and payment is the registered office of Brigels Resort AG. For private customers the place of jurisdiction is according to the applicable law. For business customers, the place of jurisdiction is the registered office of Brigels Resort AG.

9.3 Swiss law shall apply exclusively.

9.4 Should individual provisions of these General Terms and Conditions for the Brigels Resort AG Accommodation Contract be or become invalid or void, then this shall not affect the validity of the remaining provisions. Statutory provisions shall apply in other respects.

Brigels, 01.11.2022