

General Terms and Conditions of Business of OVAVERVA

1. General information

The General Terms and Conditions of Business (GTCs) apply to all services and products of OVAVERVA provided, used and sold on its premises. This includes the swimming pool and related facilities, the entire spa zone, changing rooms, reception area and all outdoor facilities. These GTCs do not apply to facilities operated by leaseholders (update Fitness and Suvretta Sports). Furthermore, the house, pool and spa rules apply throughout all the OVAVERVA facilities. Upon entering the premises of OVAVERVA, persons acknowledge the validity of the GTCs and all other current rules and regulations. The GTCs are available for public inspection and a written copy will be provided upon request.

2. Contract

A contract with OVAVERVA is concluded upon purchasing a ticket/pass, redeeming a voucher/gift certificate and/or when school classes, kindergarten groups, clubs, etc. enter the changing rooms. As of that moment, the rights and obligations associated with the contract and the General Terms and Conditions of Business apply. Furthermore, when a season or annual subscription of any type is purchased, a membership agreement is concluded which also applies.

3. Prices and conditions of payment

3.1 Admission prices for pool, spa and combined offers

The prices for the use of the OVAVERVA facilities are published in notices posted on the premises, in brochures and in the Internet. Unless stated otherwise, all prices are per person or per article and include the applicable VAT in Swiss francs (CHF). Prices are binding. Single admissions are not personal and are good only for the day on which they are purchased. Booklets of 10 tickets and season and annual passes are personal and non-transferrable; the holder's personal details (first/last name, address, date of birth, phone number) and photo are kept on record. Booklets of 10 tickets are valid for a period of two years. No refund is made for any tickets not used within this time. An annual pass is good for 365 days from the time the contract is signed.

3.2 Prices and reservations for treatments

The prices for treatments are published in the notices posted on the premises, in brochures and in the Internet. All prices stated are for the time indicated for the relevant treatment and are in Swiss francs (CHF) including the applicable VAT. Reservations are binding and may be cancelled up to 24 hours beforehand without incurring any charges. The full price of the treatment will be charged for cancellations made less than 24 hours in advance, no-shows and early termination of the treatment.

3.3 Facility rentals

Facilities (e.g. swimming lanes, diving facilities, learner's swimming pool) may be rented, availability permitting, subject to advance reservation and payment of a rental fee as indicated in the posted notice of rental fees. There is no entitlement to rental of any facilities.

3.4 Prices for rental of bathrobes, bath towels and swimming materials

The prices for renting bathrobes, bath towels and swimming materials are published in notices posted on the premises, in brochures and in the Internet. Prices are in Swiss francs and per article. A deposit is taken for each rented item, which is booked to the chip bracelet when the rented item is handed over. The deposit is charged back when the rented item is returned in good order.

3.5 Discounts and user categories

Discounts apply on designated services and articles for certain customer categories. These discounts are only granted upon presentation of a valid ID documenting that the customer actually qualifies for the discount. If the customer cannot produce an ID or their ID is not valid, the next highest price category will be charged.

Infants and toddlers	0 to 5 years
Children	6 to 15 years
School children/students	Official, valid school or student ID with first and last name, photo, validity date and name and address of school/university
Adults	16 years and older
Senior citizens (AHV)	Women from age 64, men from age 65
Locals	Residents of Region of Maloja upon presentation of a valid local ID
Assistant to disabled	Persons who are physically or mentally disabled and dependent on another person for assistance must be able to verify this. The assisting person may use the same facilities as the disabled person free of cost.
Groups	10 or more adults or 10 or more children; mixed groups of adults and children do not qualify for the group discount.

3.6 Payment terms

Payment is due upon contract conclusion. Season and annual passes may be invoiced with a payment deadline of 10 days. If payment is not received by the payment deadline, the customer is automatically in arrears without further notice and late interest of 5% applies. If payment is not forthcoming after the second reminder, OVAVERVA reserves the right to suspend all services to the customer without further notice. Services already used by the customer will be invoiced to the customer at the individual prices.

- 3.7 Payment means and foreign currencies
OVAVERVA accepts cash in Swiss francs and euros. The euro is converted at the current exchange rate for the day. Change is given in Swiss francs. The following credit and debit cards are accepted: ec cards, Post Card, Master Card, Visa Card.
- 3.8 Changes in prices and services
OVAVERVA reserves the right to change service descriptions and price information without prior notice in posted information, brochures and the Internet, in advance of any contract conclusion.
- 3.9 Cancellations and refunds
Purchases of single tickets, booklets of 10 tickets and season and annual passes may not be cancelled or refunded. Cancellations of booked treatments are subject to the provisions of Article 3.2.
- 4. Tickets**
- 4.1 Single tickets
The purchase of a single ticket (pool, spa, update Fitness, combined admission) entitles the holder to a single use of the pool or spa or update Fitness or a combination of the same. A single admission to the spa is limited to 3 hours and can be extended subject to an additional charge.
- 4.2 Booklet of 10 tickets
Booklets of 10 tickets can be purchased for use of the pool or spa (max. 3 hours per admission). These booklets are personal and non-transferrable and entitle the holder to 10 admissions to the facilities selected over a period of 2 years from the date of purchase.
- 4.3 Season and annual pass
An annual pass entitles the holder to free admission to the facilities selected for a whole year. A season pass entitles the holder to free admission to the facilities selected for 6 months. Season and annual passes are personal and non-transferrable. The contractual provisions on memberships for season – and annual passes apply.
- 4.4 Misuse of tickets
If tickets are misused, e.g. use by third persons, falsification, unauthorised handing on of ticket, an administrative fee of CHF 55.00 will be charged in addition to the price of a single combined admission (pool, spa and update Fitness). Falsified data media will be immediately confiscated. OVAVERVA reserves the right to take legal action.
- 5. Chip bracelets**
- 5.1 Introduction
Admission to the various facilities of OVAVERVA (swimming baths, spa, update Fitness) is only permitted with a chip bracelet. This bracelet contains the data that entitle the user to enter the premises and use the facilities in accordance with the selected tariff. The colour of the bracelet indicates the category of tariff that has been purchased. The bracelet may also be used for making cashless payments in the swimming baths, spa and update Fitness, as well as in the section of the Bistro in the bathing area.
Chip bracelets may be issued in personalised or non-personalised form, depending on the selected category. Some additional functions of the chip depend on the type of bracelet that has been issued.
- 5.2 Charge function
Both personalised and non-personalised chip bracelets contain a charge function. This means that, in addition to the items and services that have already been purchased at the reception desk, other items and services may be purchased in OVAVERVA by charging them to the chip. These charges are limited to 250 Swiss francs for adults and 50 Swiss francs for children. When you leave OVAVERVA, any open amounts for items and services that have been charged to the chip have to be settled directly. In the event of the loss of the chip bracelet, the bearer is required to pay the amount of the maximum credit limit (adults, 250 Swiss francs; children, 50 Swiss francs). If a lost bracelet should be found again, this amount may be offset against any open charges on the chip.
- 5.3 Credit function
If desired, amounts may be loaded onto personalised chip bracelets for adults as well as children, and may be used to pay for items and services. The amount in credit is then reduced accordingly.
- 5.4 Non-personalised chip bracelets
Chip bracelets for single admissions are impersonal and are issued without the need to pay a deposit. Cashless payments may be made with these bracelets, and open amounts have to be settled before leaving the premises. These bracelets are automatically collected at the checkout turnstile. In the event of the loss of a non-personalised chip bracelet, payment of 250 Swiss francs (adults) or 50 Swiss francs (children) will be required. If a lost bracelet should be found again, this amount may be refunded, less any open charges on the chip.

5.5 Personalised chip bracelets

Holders of a season pass, annual pass or 10-entries card receive a personal wristband for which they pay a deposit of CHF 20.–. After every 10 visits to the swimming pool, the wristbands are taken back at our reception desk and the CHF 20.– deposit is refunded. It is also possible to buy a new 10-entries card for the same wristband before handing it in. The wristbands are not transferable. There is a CHF 20.– penalty for losing or deliberately damaging these wristbands, including by writing on them. If a wristband is found to be defective through no fault of its user, it will be exchanged free of charge.

6 Misconduct

If a visitor should infringe against any of the above regulations or fail to observe the instructions of OVAVERVA personnel, he or she may be temporarily or permanently prohibited from using the facilities, and his or her admission ticket will be withdrawn without compensation. Infringements may also be subject to prosecution.

Anyone who endangers him/herself and other OVAVERVA guests due to drunkenness or drug abuse will be temporarily or permanently banned from the premises. In such cases, the right to a refund of tickets is excluded.

Anyone who damages or soils OVAVERVA facilities and equipment will be required to pay the resulting costs of cleaning and repairs. If damage or soiling should be caused wilfully, OVAVERVA reserves the right to report the offender(s) to the police.

7 Operational interruptions and force majeure

OVAVERVA cannot be held liable for operational interruptions due to force majeure. Similarly, users are not entitled to compensation in the event of operational interruptions due to inspections and overhauls.

8 Liability

OVAVERVA may be held liable for damage to people and property that is caused by itself or its employees, in accordance with the provisions cited below. The relevant provisions of the Swiss Code of Obligations are also applicable. To the extent permitted by law, liability is limited to intent or gross negligence. Liability on the part of OVAVERVA for damage to people and property is excluded in the following cases:

- Failure to comply with regulations
- Failure to observe instructions and warnings by OVAVERVA personnel
- Negligence or deliberate failure to comply with regulations relating to diving and sliding facilities
- Running anywhere in the entire swimming and spa zones

OVAVERVA may be held liable for damage to people and property that is caused as the result of its non-performance or incomplete performance of its contractual obligations, within the scope of these general terms and conditions and the relevant provisions of Swiss law.

Any liability for theft, or for damage to property or damage to people caused by third parties, is excluded.

9 Insurance

OVAVERVA recommends that users should take out accident and sickness insurance cover.

10 Customer data

OVAVERVA undertakes to comply with the relevant data protection legislation in its handling and processing of all customer data.

Customer data will solely be used for the maintenance and improvement of customer relations, quality and service standards, for maximising operational safety or in the interests of sales promotion, product design, prevention of crime, clarification of accidents, key economic data and statistics, and for accounting purposes. The customer herewith recognises and consents to the fact that, in connection with the provision of services in cooperation with third parties, OVAVERVA is authorised to make customer data accessible to the involved third parties to the extent to which this is necessary for the performance of the service concerned.

Customer data may only be passed on to third parties with the express consent of the customer, except in cases in which OVAVERVA is obliged to do so in accordance with the law.

11 Video monitoring

With the exception of saunas, treatment rooms and changing rooms, the facilities of OVAVERVA are monitored through the use of video cameras.

Recordings are temporarily retained, and access to these is highly restricted. Recordings are primarily used for the purpose of clarifying accidents and criminal acts.

12 Applicable legislation and place of jurisdiction

Notifications by e-mail are deemed equivalent to written communication.

All legal relations between customers and OVAVERVA are exclusively subject to Swiss law. The severability clause is applicable, i.e. the inapplicability of any individual provisions of this contract does not affect the applicability of the overall contract.

The sole place of jurisdiction for any disputes arising from this contract is St. Moritz.

Subject to errors and misprints.

St. Moritz, July 2023



Hallenbad • Spa • Sportzentrum

St. Moritz

HOUSE, POOL AND SPA RULES

Welcome to OVALERVA, the indoor pool, spa and sport centre facility in St. Moritz.

We want all our guests to feel comfortable and enjoy their time here. That is why we ask everyone to respect OVALERVA's house, pool and spa rules.

1. Purpose of the house, pool and spa rules

- 1.1 The house, pool and spa rules serve to ensure safety, tidiness and cleanliness throughout the pool facilities, including entrances and outdoor installations, and to ensure that our guests can enjoy a peaceful, relaxing atmosphere.
- 1.2 The house, pool and spa rules are binding for all guests.
- 1.3 By entering the premises of OVALERVA, guests agree to observe the house, pool and spa rules and all other rules, regulations and instructions serving to ensure operational safety.
- 1.4 In the case of clubs, schools and other group events, the coach, teacher or other person in charge is responsible for ensuring that the house, pool and spa rules are followed.
- 1.5 The employees of OVALERVA enforce the house rules with all guests. Their instructions are to be followed. Guests who do not comply with the house, pool and spa rules may be banned from the OVALERVA premises and prohibited from using OVALERVA services.

2. Pool guests

- 2.1 The use of OVALERVA facilities is open to everyone. Persons under the influence of intoxicants (drugs, alcohol) are excluded.
- 2.2 Children under the age of 10 and children who are unable to swim are only admitted to OVALERVA under the supervision of a person who is older than 18. Young people under the age of 16 who are not accompanied by an adult must leave the OVALERVA facilities no later than 8 p.m. No responsibility is taken for children who are unsupervised. In the swimming pool, diving pool and the outdoor pool, the use of air mattresses, rubber boats and other swimming paraphernalia (with the exception of water wings, "floaties" or "swimmies") is prohibited.
- 2.3 Non-swimmers may only use the indoor pool if accompanied by a supervising person.
- 2.4 Persons with physical or mental disabilities may only be admitted and use the OVALERVA facilities if accompanied by a supervising person. The supervising person assumes full responsibility for the disabled guest.
- 2.5 Every guest must be in the possession of a valid chip bracelet, which is to be worn on the guest's body at all times while on OVALERVA premises. In the event the chip bracelet is lost, a member of staff should be informed immediately. If a non-personalised chip bracelet for a single admission is lost, a fee of CHF 250.00 (maximum credit limit) applies, or CHF 50.00 for children. If the chip bracelet is later found, the fee, less any open amounts, can be returned. Address information should be provided, which we will keep on file. A personalised chip bracelet issued in conjunction with a booklet of 10 tickets or an annual pass can be replaced for a fee, if it is lost.
- 2.6 If a guest is unable to settle his/her bill at check-out, the guest shall sign a binding endorsement for subsequent billing. The guest must pay the outstanding amount to the account of OVALERVA within one day.

3. Opening hours

- 3.1 The opening hours, pool availability and applicable prices are posted.
- 3.2 The last admission to OVALERVA is 60 minutes prior to closing time.
- 3.3 Swimming ends 15 minutes before the entire facility closes. Saunas and steam baths are also to be vacated 15 minutes before OVALERVA closes. All OVALERVA facilities are to be vacated by closing time.

4. Swimwear

- 4.1 Guests using the pool must wear ordinary swimwear that complies with prevailing standards of decency and morals and is colourfast. Undergarments and swimming shorts are prohibited for hygienic reasons. The rules governing swimwear in the spa area are given in point 9.2.
- 4.2 Swimwear may neither be washed out nor wrung out in the pool.
- 4.3 For hygienic and safety reasons, it is recommended that bathing shoes be worn in all wet areas.
- 4.4 It is mandatory that children under age 3 wear clean swim nappies. Parents and/or chaperones are responsible for this. Should the pool become soiled because a swim nappy was not worn or was not changed in time, the costs of emptying, cleaning and refilling the pool will be charged to the parents or chaperone of the child in question.

5. OVAVERVA code of conduct

- 5.1 All behaviour that is contrary to common decency or compromises safety, peace and order is prohibited. Guests should conduct themselves so as to avoid bothering, harming, unnecessarily hampering or endangering other guests of OVAVERVA.
- 5.2 Photographing, filming and making audio recordings is strictly forbidden throughout the entire OVAVERVA facility.
- 5.3 The following is prohibited:
- Entering the pool or spa with an open wound
 - Entering the barefoot zone, shower rooms and saunas in street shoes
 - Entering the swimming area in street clothes
 - Using soap, brushes and other cleansers outside the shower area
 - Shaving, trimming nails and colouring hair is forbidden throughout the OVAVERVA facilities
 - Spitting on the floor or in the pool, and chewing gum
 - Using glass containers (e.g. bottles)
 - Disposing of or leaving lying around sharp objects, fruit, paper and other rubbish
 - Pushing people's heads underwater or pushing people into the pool
 - Running in the areas around the pools and playing on the access ladders and support rails
 - Jumping from the side of the pool into the pool
 - Throwing objects into the pool
 - Consuming food and beverages you have brought with you
 - Bringing animals onto the premises
 - Sexual harassment, e.g. suggestive or offensive gestures or remarks, unwanted or inappropriate advances
 - Dancing, gymnastics, aerobics, etc. and the use of snorkels, diving equipment, underwater cameras, etc.
 - Reserving beds and chairs
 - Using mobile phones (smartphones with camera, etc.)
 - Smoking anywhere in the facility or in the surrounding areas
- 5.4 Private swimming lessons and/or training sessions of clubs or groups are only permitted with the prior, written agreement of OVAVERVA.
- 5.5 Ball games may only be played during the designated times in the designated area.
- 5.6 Eating and drinking is only permitted in the restaurant or pool bistro.

6. Using the pool

- 6.1 The pool, water basins and slides may only be used after first showering.
- 6.2 All pool installations are to be treated with care. Guests are liable for any damage or soiling they cause. A cleaning fee is charged for soiling, which is to be paid immediately at the cash desk. If a guest notices any damages or soiling in the pool facilities, they should immediately report this to staff.
- 6.3 Rubbish is to be disposed of in the containers provided for this purpose.

7. Accidents

- 7.1 Accidents and damage caused are to be reported immediately to the lifeguard and the circumstances explained.
- 7.2 An accident report is to be filled out and signed.

8. Spa rules

- 8.1 The spa zone is intended to be an oasis of calm and quiet. Our spa staff have the right to order any persons who are disturbing or bothering guests in any way to vacate the spa zone, in which case the person in question will not be entitled to compensation of any kind.
- 8.2 The spa and wellness area may only be entered after first showering.
- 8.3 The chairs and beds in the resting areas and quiet rooms are available to all guests in the spa area as part of their spa visit. Therefore, towels and other items should not be left behind on beds and chairs to keep other guest from using them.
- 8.4 The spa area is open to persons aged 16 and up. Children from age 14 are admitted if accompanied by an adult.
- 8.5 Out of consideration to other spa guests, the use of mobile phones is prohibited.
- 8.6 The use of objects made of glass (bottles, cups, etc.) is prohibited throughout the spa area.
- 8.7 We recommend that spa users who have a heart or circulatory system condition (e.g. diabetes, heart disease, high or low blood pressure) or who regularly take medication (in particular, blood thinners, antihistamines, tranquilisers or beta-blockers) consult a doctor before using the spa.

9. Saunas

- 9.1 Only spa personnel are permitted to perform the Aufguss in the sauna.
- 9.2 Swimwear is not to be worn into the sauna cabin; a towel may be taken in. An exception to this rule is the textile steam bath, where swimwear is to be worn.
- 9.3 The saunas are equipped with alarm buttons. Press this button if you feel unwell in the sauna or need help.
- 9.4 The use of your own body masks or peelings in the sauna is prohibited.
- 9.5 Solarium: We recommend you wear eye protection in the solarium. Observe the rules and instructions for use. Before and after using the solarium, the solarium bed is to be disinfected and wiped dry.

10. Treatments

- 10.1 Please arrive at the spa reception at least 10 minutes before your treatment is scheduled to begin.
- 10.2 If you are late, part or possibly all of the treatment may not be able to be provided. Treatments which are planned but cannot be provided will be charged in full.
- 10.3 Cancellations must be made at least 24 hours in advance of the reserved appointment; otherwise the full amount for the treatment will be charged.

11. Liability

- 11.1 Guests use all the facilities of OVAVERVA (swimming baths, diving tower, fun tower, spa, wellness zone) at their own risk. Parents and other accompanying persons responsible for supervision are liable for their children and/or for the people under their supervision.
- 11.2 Bathers are responsible for ensuring that their changing room lockers are locked.
- 11.3 Lockers that are still locked after closing time will be opened by OVAVERVA personnel and the contents will be kept in the lost-and-found office.
- 11.4 The operator is not liable for the destruction, damage or disappearance of items brought into its facilities. This also applies to items deposited in the changing room lockers.
- 11.5 Liability for any damages arising directly or indirectly from the use of the facilities of OVAVERVA is excluded, insofar as damages are not the result of intent or gross negligence.

12. Operational interruptions

- 12.1 OVAVERVA reserves the right to restrict the use of the facilities in part or in their entirety.
- 12.2 In the event of operational interruptions due to malfunctions or other causes, no entitlement to compensation is applicable.

13. Found items

- 13.1 Found items should be handed over to a member of staff. Decisions as to what is to be done with found items are based on the relevant legal provisions.

14. Video monitoring

With the exception of saunas, treatment rooms and changing rooms, the facilities of OVAVERVA are monitored through the use of video cameras. Recordings are temporarily retained, and access to these is highly restricted. Recordings are primarily used for the purpose of clarifying accidents and criminal acts.

15. Exceptions / additions

- 15.1 These regulations apply to the swimming and spa zones. Exceptions may be granted for special events without the need for these regulations to be repealed or amended.
- 15.2 Special regulations issued by update Fitness and Suvretta Sports must be duly observed.
- 15.3 The current version of the General Terms and Conditions of Business is applicable.

We wish you a pleasant and relaxing stay!
OVAVERVA team
July 2023