

#### General terms and conditions of contract

##### 1. Conclusion of contract, payment terms

The contract between the lessee and the lessor is considered concluded when the contract signed by the lessee is received by the lessor. The deposit and the outstanding payment are set out in the contract. If the signed contract or the deposit is not received by the lessor by the agreed date, the lessor is entitled to rent the property out to another lessee without having to issue any further prior notice and without being liable to pay compensation.

##### 2. Ancillary costs

Ancillary costs (e.g. electricity, gas, heating, etc.) are included in the rental price unless they are explicitly referred to in the contract. Ancillary costs that are not included in the rental price are settled at the end of the rental period and must be paid prior to departure. Government levies such as tourist tax are generally not included in the rental price.

##### 3. Handover of the rented property; complaints

The rented property will be handed over to the lessee cleaned and in the condition stipulated by the contract. If there are any defects or the inventory is not complete at the time of handover, the lessee must lodge a complaint with the keyholder/lessor without delay. Otherwise, the rented property will be considered to have been handed over in perfect condition. If the lessee takes possession of the property late, or fails to take possession of the property at all, the full rental price will still be due.

##### 4. Careful use

The lessee undertakes to treat the rented property with care, to comply with the house rules and to show consideration to other residents and neighbours. The lessor/keyholder must be informed of any damage, etc. without delay. The rented property may be occupied by the number of people specified in the contract at the most. Subletting is not permitted. The lessee is responsible for ensuring that the other guests comply with the obligations set out in this contract. If the lessee or other guests blatantly violate the obligation to treat the rented property with care, or if the flat is occupied by more than the contractually agreed number of people, the lessor/keyholder has the right to terminate the contract without notice or compensation.

##### 5. Return of the rented property

The rented property, including its inventory, is to be returned on time in a due and proper condition. The lessee is liable for any damage and missing inventory.

##### 6. Cancellation

The lessee is entitled to withdraw from the contract at any time subject to the following conditions:

up to 60 days before arrival: CHF 100 processing fee

59 to 10 days before arrival: 50% of the rental price

9 to 0 days before arrival: 80% of the rental price

Alternative lessee: The lessee has the right to propose an alternative lessee. This person must be considered reasonable by the lessor and must be solvent. The alternative lessee will accede to the contract subject to the existing conditions. The lessee and alternative lessee are jointly and severally liable for the rent. The date of receipt of the notification by the lessor or booking office is decisive for the purposes of calculating the cancellation fee. In cases involving receipt on Saturdays, Sundays and public holidays, the next working day applies. The full rent will still be due even if the rental period is terminated prematurely.

##### 7. Force majeure, etc.

If force majeure (environmental disasters, natural catastrophes, official measures, etc.), unforeseeable or unavoidable events prevent the property from being rented out, or prevent the continuation of the rental period, the lessor is entitled (but not obliged) to offer the lessee an equivalent replacement property, excluding any claims for compensation. If the service cannot be provided either at all or in full, the amount paid or the corresponding share will be refunded, with any further claims being excluded.

##### 8. Liability

The lessor is responsible for due and proper reservation and for performance of the contract in accordance with the terms set out therein. In the event of damage other than bodily injury, liability is limited to twice the rent, except in cases involving gross negligence or wilful intent. Liability is excluded for negligence on the part of the lessee or other guests, unforeseeable or unavoidable negligence of third parties, force majeure or events which the lessor, keyholder, agent or other individuals whose services are commissioned by the lessor were unable to foresee or avert despite exercising due care. The lessee is liable for all damage caused by the them or other guests; fault is presumed.

##### 9. Applicable law and place of jurisdiction

Swiss law applies. The location of the rented property is agreed as the sole place of jurisdiction.