

1. General

These general terms and conditions are an integral part of the agreement between you (also referred to below as "the Contract Partner") and ourselves, the Supplier

Schwizi's Apartments (namely **Schwizi's**)

Gartenstrasse 3

CH - 3852 Ringgenberg

Tel +41 (0) 33 828 1410

www.schwizi.ch

info@schwizi.ch

2. Reservation and conclusion of contract

2.1. With your oral, written (incl. E-Mail) or electronic (incl. Internet) reservation you are entering a contract with **Schwizi's**. From that moment the rights and obligations arising from the contract (booking confirmation of reservation) as well as the present contract terms, will be effective for you and for **Schwizi's**. You will receive a confirmation of your reservation from your booking agent without delay.

2.2. If no deposit is paid within 10 days from receipt of the reservation, or any recognised confirmation of payment sent, **Schwizi's** may dispose of the reserved property as it sees fit.

2.3. If you have any special requests the booking agent can only accept them on a non-binding basis. You have no legal right for such request to be fulfilled unless it has been confirmed by writing by **Schwizi's**.

3. Services / prices

3.1.1. Unless otherwise indicated on the Website www.schwizi.ch published prices are valid. Subject to paragraph 3.5. "price changes", the prices valid at the time of booking are applicable.

3.1.2. Listed together with the service description the prices of the normal electricity consumption, water, heating, local tax and VAT are included. Additional services requested by the customer (e.g. additional cleaning, laundry service, firewood, etc.) are not included in the rental price and are payable on the spot.

3.1.3. The final cleaning is included in the rental price.

3.1.4. The minimum rental period is 3 nights. Arrival and departure are possible daily. Exception is the 24th December; on that date no arrivals are possible.

3.2. The infrastructure services (transport facilities, shops, restaurants, sports facilities, etc.) shown in the brochure, on the travel confirmation and in the documentation are not a part of our obligations and duties. These facilities are independently responsible for deciding on their opening hours, etc. The same applies to public and private utility services (such as water and electricity).

3.3. Payment

The total rental for the booked rental property is payable before the travel date, as follows: 30% of the total rental for the reserved rental property is payable as a deposit within 5 days from the booking date. The balance remaining must be paid to **Schwizi's** by not later than 14 days before the start of the rental period. For short-notice bookings of less than 14 days before arrival the full rental must be paid immediately upon booking to **Schwizi's**. If the balance amount is not paid on time, or the total rent in the case of short-notice bookings, **Schwizi's** may refuse to provide services.

3.4. Cancellation costs

Upon cancellation by the contract partner **Schwizi's** will invoice the following cancellation charges:

- 30% of the total rent, if the cancellation is made up to 29 days before the arrival date.
- 75% of the total rent, if cancelled 28 - 15 days before the arrival date.
- 100 % of the total rent, if cancelled 14 - 0 days before the beginning of the rental period.

The relevant date is the date of receipt of your notification (cancellation) at **Schwizi's**, telephone +41 (0) 33 828 1410. If the property is not occupied, or occupied late, the invoice amount is nevertheless payable in full. We also recommend that you get a cancellation insurance.

3.5. Price changes

Care has been taken in preparing the property descriptions and price calculations. Nevertheless, we cannot completely rule out the possibility of amendments to services or price changes. You will be notified of these at the time of booking and at the latest in the reservation confirmation. The details given on the reservation confirmation will apply. Although changes to services after conclusion of the contract are unlikely, but they cannot be completely ruled out. If there is a major change to a material point in the contract, you have the right to withdraw from the contract without charge within five days of receipt of the notification. Payments already made will be refunded without delay.

3.6. Change to services

Schwizi's have the right to rescind the contract before or during the rental period if unforeseeable or unavoidable circumstances make it impossible to hand over the rental property, endanger the hirer or the property or impair the provision of services to such an extent that it is no longer rea-

sonable to fulfil the contract. **Schwizi's** are under no obligation to pay compensation in any of these instances.

4. Arrival and departure, shortening or extension of the stay

The arrival time is normally between 4.00pm and 7.00pm and departure time before 10.00am. Exceptions can not be guaranteed and must be agreed in good time directly with **Schwizi's**. If you are unable to take over the property as agreed, e.g. because of increased volume of traffic, strikes etc., or for personal reasons, the rental will remain payable in full. The same will apply if you vacate the property early. If you like to extend your stay, you should discuss this as early as possible with **Schwizi's**.

During the season, it may be necessary to wait at the office where the keys are to be handed over.

5. Occupancy

The rental property must only be occupied by the specified number of persons (including children and infants). The keyholder may refuse to accept additional persons or invoice them separately. In the event of over-occupancy the keyholder is authorised to refuse to hand over the key and/or to immediately take the key back during the holiday.

6. Additional duties of the hirer

6.1. Lodgement of security deposit

A security deposit of CHF 200 must be lodged on taking over of the key. If the security deposit is not provided, handover of the property may be refused.

6.2. Duty of care

The rental property must be carefully looked after in use. Local house rules apply, and consideration must be given in particular to neighbours (noise, behavior).

6.3. Kitchen cleaning

Cleaning of the kitchen furnishings, crockery and cutlery is the responsibility of the hirer and is not included in the final cleaning.

6.4. Liability for damages

If the hirer or co-users causes any damage this must be reported immediately to **Schwizi's**. The hirer is liable for any damage caused by him/her or co-users. The same applies if the apartment cannot be handed over to the next hirer. Any loss or damage may be offset against the security deposit (paragraph 6.1).

7. Duty to report faults and period for registration claims

Should the condition of the property not be in accordance with the contract, or if you suffer any injury, this must be reported immediately to **Schwizi's**. If notification is not given immediately on commencement of the rental it will be assumed that the property is free of any defects. The same rules apply if any fault occurs during the rental period. External circumstances and specific regional circumstances such as the presence of insects, stray dogs, unfavourable weather conditions or the condition of official nature trails do not entitle hirers to claim compensation.

8. Liability of Schwizi's

Statutory liability for loss or damage other than personal injury (e.g. damage to property or financial loss) is limited to the rental (with claims from all persons involved being counted together). If the service of **Schwizi's** become subject to international conventions or national laws which further limit or exclude its liability, those conventions or laws will apply. **Schwizi's** will not be liable if the loss or damage is caused by any of the following:

- act or omissions on your part, or on the part of a co-user.
- unforeseeable or unavoidable omissions by third parties who are not involved in the provision of contractual services.
- force majeure or events which **Schwizi's** were unable to foresee or prevent despite exercising all due care.
- use of swimming pools, children's play areas, sports facilities of all kinds (such as tennis courts, football pitches, training facilities) . The use of such facilities is at the participant's own risk.
- Damage and losses resulting from theft or burglary.
- public access roads and personal injury or material loss caused by these.
- liability for support personnel is expressly excluded. These terms and conditions apply analogously to non-contractual liability.

9. Ombudsman

Before a legal dispute or legal matters related to this agreement, you may consult the Ombudsman of the Swiss travel industry. The Ombudsman will endeavour to reach a fair and equitable solution to all types of problems between you and **Schwizi's**.

10. Statutory period

Compensation claims against **Schwizi's**, contractual rights reserved, expire by limitation after one year. The statutory period begins on the day following the end of the rental period.

11. Choice of law and place of jurisdiction

The relationship between you and **Schwizi's** is subject to Swiss law.

12. Privacy Policy

Every access on www.schwizi.ch as well as on every other website hosted by DOHUS AG will be recorded and saved in the logfiles of the used web server. Only the information, which are automatically delivered from your browser to the server, will be saved in these logfiles. This is in particular: IP-adress, time of server inquiry, operating system, browser type, name of your internet service provider, the website from which you reached www.schwizi.ch and every other website you call away from www.schwizi.ch or any other website hosted by DOHUS AG. These are exclusively information, which won't allow a conclusion to be drawn about your person. This data is only saved due to structural analysis.

More extensive personal data is only recorded if delivered voluntary e.g. by making an online booking, mails or requests. You can also visit our website without leaving personal information. In this case, some specific accomplishments (such as transmission of offers, flyers) will be limitedly available.

The personal data delivered voluntarily will be used to answer your requests, to fulfill other services or for administrative work.

The user agrees that his personal data will be saved and, if necessary, processed. They will be handled strictly confidential in the sense of the Data Protection Act.

Personal data will neither be sold to a third party nor otherwise markets. This is only the case if it's necessary for the business process or if you've agreed before. You are able to revoke your agreement anytime. We will possibly be forced to disclose your personal data due to statutory provisions or legal processes.

Privacy Policy for the use of Facebook-Plugins

On our website www.schwizi.ch are plugins of the social network Facebook (Facebook Inc., 1 Hacker Way, Menlo Park, California 94025, USA) integrated. These plugins are recognizable by the Facebook logo or the so-called "Like-Button". An overview for facebook plugins is available on <http://developers.facebook.com/docs/plugins/>

An automatic connection between your browser and the Facebook server will be made by visiting our websites. In this way Facebook gets the information that you visited our page with your IP-address. By liking our Facebook page while logged in with your account, you can link the contents from our page to your timeline. So Facebook can assign the visit on our page to your profile. We point out that we don't have knowledge of the delivered data as well as their use through Facebook. You can read more about this in the privacy policy of Facebook on <http://de-de.facebook.com/policy.php>. If you don't want Facebook to assign the visit on our pages to your Facebook account, please log out.