

General Terms and Conditions Schweizerhof Ferienwohnungen, Lenzerheide

1. General information

The General Terms and Conditions (GTC) are an integral part of the contract between you (hereinafter referred to as the '*customer*') and us, the provider Schweizerhof Ferienwohnungen (hereinafter referred to as '*Schweizerhof*'), which acts on behalf of and in the name of the owner of the respective flat.

The letting of the residential properties and the resulting invoicing by Schweizerhof is carried out in the name and for the account of the respective flat owner. At the express request of the customer, the identity of the flat owner will be disclosed to the customer.

2. Booking and conclusion of contract

2.1 With your oral, written (incl. e-mail) or electronic (incl. Internet) booking you conclude a contract with the Schweizerhof. From that moment on, the rights and obligations arising from the booking as well as the present Terms and Conditions of Contract become effective for you and for the Schweizerhof. You will immediately receive a written booking confirmation/invoice from Schweizerhof.

2.2 If the booking confirmation/invoice differs from the description on www.schweizerhofferienwohnungen.ch, you acknowledge the conclusion of the contract on the basis of the booking confirmation/invoice by making a deposit.

2.3 If, after receipt of the booking confirmation/invoice by the contractual partner, no down payment is made or a recognised confirmation of payment is sent within the period stated in the booking confirmation/invoice, the Schweizerhof can freely dispose of the booked property.

2.4 The Schweizerhof will gladly accept special requests on your part as non-binding requests. There is no legal claim to its fulfilment unless Schweizerhof has confirmed this in writing.

3. Services/prices

3.1.1 Unless otherwise stated, the published prices are to be understood as daily prices for the entire rental property in the corresponding price period. The published prices are valid until the website is updated. Subject to paragraph 3.6 ("Price Changes"), the prices valid at the time of booking shall apply.

3.1.2 Not included in the rental price are additional services such as visitor taxes, bed linen and towels, bathrobes, underground parking space, children's equipment, etc. These are shown separately in the booking confirmation/invoice.

3.1.3 The minimum rental period in winter is generally 7 days, arrival and departure days are Saturday. In the off-season arrival is possible every day, please contact the hostess if you have any difficulties in booking via the website.

3.2 There is no obligation on the part of Schweizerhof to provide services for the use of the infrastructure of **Hotel Schweizerhof**. This service is offered by the hotel and can be limited or facilities (means of transport, shops, restaurants, sports facilities and their facilities etc.) mentioned excluded. Please also note the seasonal opening hours of Hotel Schweizerhof.

The infrastructure providers mentioned on the website and in the booking and travel documents (means of transport, shops, restaurants, sports facilities and their amenities, etc.) are not covered by Schweizerhof's obligation to provide services. These businesses are responsible for deciding their own opening hours, etc. The same applies to public and private utility companies (such as water and electricity suppliers). Information regarding weather conditions does not constitute a guarantee. Any obligations on the part of Schweizerhof regarding information, advice and due care remain in force.

3.3 Payments

The rental fee for the booked rental object must be paid before the start of the journey as follows:

- 30% of the rental fee for the reserved rental object must be paid within 10 days of the booking.
- The balance must be paid to Schweizerhof 60 days before the start of the rental period.
- In the case of short-term reservations of less than 60 days before the start of the rental period, the entire rental price is due immediately upon booking and must be transferred to Schweizerhof.

Schweizerhof may refuse to provide services if the balance or the total rental amount is not paid on time in the case of short-term reservations.

3.4 Means and conditions of payment

The following means of payment are accepted:

- Bank payment (including e-banking)
- TWINT
- Credit cards (Visa, Mastercard)

3.5 Cancellation Policy and Cancellation Fees

Bookings may be cancelled up to 60 days before the start of the rental period. In the event of a cancellation made within this timeframe, any payments already made will be refunded, less any payment fees incurred. From 59 days prior to the day of arrival, the full rental price is payable.

Refunds and payment fees

In the event of a refund, any fees incurred in connection with the payment process (in particular bank or credit card fees) will not be refunded. These fees will be deducted from the refund, provided they have actually been charged to the provider.

In the event of travel restrictions, border closures, quarantine requirements, facility closures (mountain railways) or similar, including in connection with a pandemic (such as Covid-19), the rent you have paid cannot be refunded. In such cases, however, we offer you the option, as a gesture of goodwill, to postpone your booking to a different period in the low season; the low season is defined as the months of May and June, as well as the period from mid-August to mid-December.

If the property is not taken over or is taken over late, the full invoice amount remains payable. We recommend that you take out additional travel insurance. Claims arising from any insurance policy can only be made by the insured person themselves against the insurer.

3.6 Price changes

The object descriptions and price calculations have been made with care. Nevertheless, we cannot completely rule out changes in services and/or prices. These will be communicated to you with your valid booking confirmation / invoice.

Changes in services after conclusion of the contract are unlikely, but cannot be excluded. If it concerns a substantial change of an essential point of the contract, you have the right to withdraw from the contract free of charge within five days after receipt of the notification. Payments already made will be refunded immediately.

3.7 Change in performance, substitute rental and termination of the contract

Schweizerhof is entitled to cancel the contract before or during the rental period if unforeseeable or unavoidable circumstances arise which endanger the customer or the rental property or impair the provision of services to such an extent that the fulfilment of the contract is no longer reasonable and objectively makes it impossible to hand over the rental property. If such circumstances arise before the start of the holiday, Schweizerhof will endeavour to provide a rental property of at least equal value from its portfolio, provided that it is available. However, as the representative of the flat owners, Schweizerhof is under no circumstances liable for damages or warranty.

4. Allocation

The rented accommodation may only be occupied by the number of people specified (children and infants included). Overcrowding entitles the Schweizerhof to refuse to hand over the keys or to withdraw them immediately during the holidays.

5. Further obligations of the tenant

5.1 Duty of care

The rented property must be used with care. The local house rules are valid, in particular consideration (noise, behaviour) must be taken of neighbours. **Please note that smoking is prohibited in all apartments.**

5.2 Kitchen cleaning

Cleaning of the kitchen equipment and utensils, crockery and cutlery is the responsibility of the tenant and is not included in the final cleaning.

5.3 Liability for damage

If the tenant or co-user causes damage, this must be reported to the Schweizerhof management. The tenant shall be liable for any damage caused by him or the co-users. The same applies if the flat cannot be handed over to the subsequent tenants.

5.4 Use of WLAN and exemption from claims

The hirer shall be responsible for the data transmitted via the WLAN, the paid services used and legal transactions carried out. If the hirer visits chargeable Internet sites or enters into liabilities, the resulting costs shall be borne by the hirer. He is obliged to comply with the applicable law when using the WLAN. He shall in particular:

- not to use the WLAN either to retrieve or distribute immoral or illegal content,
- not to illegally copy, distribute or make available any goods protected by copyright; this applies in particular in connection with the use of file-sharing programmes,
- respect the applicable rules on the protection of minors,
- do not send or distribute any harassing, defamatory or threatening content
- not to use the WLAN to send mass messages (spam) and/or other forms of illegal advertising.

6. Obligation to notify defects and deadline for claims

If the property is not in the condition stipulated in the contract or if you suffer damage, you must report this immediately to the management of Schweizerhof Ferienwohnungen. If no immediate notification is made at the start of the rental period, it is assumed that the property is free of defects. If the defects occur during the rental period, the same rules apply.

External circumstances and regional particularities such as unfavourable weather conditions or the condition of public natural roads do not entitle the tenant to claim damages.

7. Liability of the Schweizerhof

The legal liability for damages other than personal injury (e.g. property damage and financial loss) is limited to the rental price (whereby the claims of all persons involved are added together). If international agreements or national laws are applicable to the services provided by the Schweizerhof, which further limit or exclude liability, these agreements or laws shall apply.

If the damage is due to the following causes, the Schweizerhof is not liable:

- acts or omissions on your part or on the part of a person using the services
- unforeseeable or unavoidable failures of third parties not involved in the provision of the contractual services
- force majeure or events which Schweizerhof could not foresee or ward off despite all due care
- damage and losses due to burglary
- damage and losses in the underground car park
- public access roads and resulting personal injury or damage to property.
- Liability for auxiliary persons is expressly excluded.

These provisions apply analogously to non-contractual liability.

8. Ombudsman

Prior to any legal dispute or legal questions in connection with this contract, you can consult the Swiss Travel Industry Ombudsman (www.ombudsman-touristik.ch). The Ombudsman will endeavour to find a fair and balanced solution to any problems between you and the Schweizerhof or any intermediary with whom you have booked the journey.

9. Statute of limitations

Claims for damages against Schweizerhof, subject to contractual claims, shall lapse one year after they arise.

10. Choice of law and place of jurisdiction

The relationship between the customer and Schweizerhof shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for any disputes arising from the contract between the customer and Schweizerhof is Lenzerheide.

11. Partial invalidity

Should any provision of these Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the relevant statutory provisions.

Valid from 5th May 2026