

## **General Terms and Conditions Schweizerhof Ferienwohnungen, Lenzerheide**

### **1. General information**

The general terms and conditions of contract are an integral part of the contract between you (hereinafter also referred to as "contractual partner") and us, the provider Schweizerhof Ferienwohnungen, on behalf and in representation of the owners of the respective flat, hereinafter referred to as Schweizerhof. The invoicing of the rental is done in the name and for the account of a third party. Upon request, we will gladly provide you with the name of the owner.

### **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.schweizerhof-ferienwohnungen.ch](http://www.schweizerhof-ferienwohnungen.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 3.5 ("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's tax, 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 summer, 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 in the brochure, on the website and in the booking/travel documents are not part of our obligation to perform. These establishments decide on their own responsibility on operating hours, etc. The same applies to public and private utility companies (such as water and electricity companies).

Information about climatic conditions also does not constitute a guarantee. Any duties of information, notification and due diligence that may apply to us remain unaffected.

### 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 Cancellation costs

If you cancel your booking, we will charge you the following cancellation fees:

- up to 120 days before the start of the rental period 10% of the rental price is owed
- from 119 days to the day of arrival the entire rental price is due

As a precautionary measure, we would like to point out that in the event of travel restrictions, border closures, quarantine requirements, plant closures (mountain railways) or similar in connection with Covid-19, we cannot refund any rent. As a gesture of goodwill, however, we do offer to postpone your booking to another period during the low season; low season is the months of May and June, and the period from mid-August to mid-December.

If the property is not taken over or is taken over late, the entire invoice amount remains due. We recommend that you take out additional travel insurance. Only the insured person can assert claims from any insurance contract against the insurer.

### 3.5 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.

### 3.6 Change in performance, substitute rental and termination of the contract

The Schweizerhof is entitled to cancel the contract before or during the rental period if unforeseeable or unavoidable circumstances make it impossible to hand over the rental object, endanger the tenants or the object or impair the performance of the service to such an extent that the execution of the contract is no longer reasonable. In the event of a notification by us before the start of the journey, we will of course endeavour to provide a rental property of at least the same value within 10 days, if we are able to provide a similar property without additional price from our availability. The Schweizerhof is not liable to pay damages in any case.

## 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](http://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 the Schweizerhof, subject to contractual claims, shall become time-barred within one year. The limitation period begins on the day following the end of the rental period.

#### **10. Choice of law and place of jurisdiction**

The relationship between you and the Schweizerhof is governed by Swiss law. The customer can only sue Schweizerhof in Lenzerheide. Schweizerhof can take legal action against the customer at his place of residence or in Lenzerheide/Chur.

Valid from 19 October 2020