

General Conditions to the Lease Agreement for online bookings

1. Permitted use, conclusion of agreement, conditions of payment

The rental property shall only be used for private holidays. Any commercial or other use is strictly forbidden.

By clicking the button “Book: payment is required”, the lessee confirms that according to the laws of his country of residence he is capable of acting (but at least 18 years of age) and entering into legally binding contracts. The lessee shall be bound to his booking for five business days. Within this time period, the lessor shall send the lease agreement to the lessee, provided that he intends to complete the lease agreement. The lessor has the right to refuse a booking without giving a reason. Down payment, residual payment and any deposit shall be stipulated in the agreement.

Should the lessor not receive the advance payment, residual payment and/or deposit by the agreed date, he is entitled, after the unsuccessful expiration of a brief grace period, to relet the property without liability to pay compensation; he is also entitled to demand contractual fulfilment and request the cancellation charges as defined in Section 8. The lessor shall inform the lessee without delay. The transfer costs will be borne by the lessor (“OUR payment”). Failure to honour a credit card payment, or its revocation, is deemed to be a cancellation of the lease agreement. In this case, the conditions under “Cancellations and premature return of the leased object” in Section 8 shall apply.

The lessee takes note that only the persons whose names are listed in the Agreement shall reside in the rental property. The lessee is not permitted to sublet, to assign the rent or to cede the rental property to anyone other than the fellow occupants whose names are listed in the Agreement (also see Section 8).

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rent unless they are explicitly stated in the agreement. Additional costs not included in the rent are calculated at the end of the lease period and must be paid in cash (CHF) before leaving. Charges such as health resort taxes are generally not included in the rent.

3. Deposit

The lessor is entitled to demand a deposit. This is set out in the agreement. Among other things, the deposit serves to cover the additional costs and final cleaning costs as well as damages/claims for compensation, etc. The deposit will be settled at the end of the lease agreement. If at this time, the amount to be covered by the deposit is yet to be determined or if the lessee refuses to pay it, the lessor, or the key holder on behalf of the lessor, is entitled to retain the deposit in whole or in part. In such cases, once the amount is definitely known, the lessor shall prepare a statement for the lessee and pay/transfer to the lessee any balance in his favour, where the costs of the transfer are to be borne by the lessee. Any balance in favour of the lessor is payable within 10 days after receipt of the statement (all of the transfer costs will be borne by the lessee, “OUR payment”). The lessor’s claims are not restricted to the amount of the deposit.

4. Arrival, handover of the leased property, complaints

The leased property shall be handed over to the lessee in clean and contractual condition. If any defects are present or if the inventory is incomplete when the property is handed over, the lessee must immediately submit a complaint to the key holder/lessor, pointing this out. Otherwise it shall be assumed that the leased property was handed over in perfect condition.

If the lessee is late in occupying the property, or if he fails to occupy the property at all, the full rent shall remain due. The lessee is self-responsible for a punctual arrival. Possible hindrances to the arrival (such as heavy traffic, closed roads, etc.) are within the responsibility of the lessee. Lessees arriving from abroad are responsible for obtaining information regarding the entry requirements for Switzerland in due time.

The lessor/key holder has the right to ask for a person's passport or identity card as a proof of identity. Furthermore, the lessor/key holder is permitted to reject any persons whose names are not listed in the Lease Agreement. The rent remains payable in full.

5. Housemates and guests

The lessee is responsible for ensuring and guarantees that housemates, including guests comply with the obligations arising from this agreement.

6. Careful use

The leased property may not be occupied by more than the number of persons specified in the agreement (including children under the age of 16). Pets (this term includes dogs, cats, birds, reptiles, rats, ferrets, guinea pigs, hamsters, etc.) are not allowed, except with the lessor's express agreement. The lessee undertakes to use the leased property with care, to observe the house rules and to behave with consideration for other house occupants and neighbours. In the event of damage, the lessor/key holder is to be informed immediately.

It shall not be permitted to assign the rent, sublet, or otherwise transfer the lease to persons not listed in the lease agreement, etc.. Also see Section 8.

In the event of flagrant infringement of the duty of careful use by the lessee, housemates or guests, or if the apartment is occupied by more than the contractually agreed number of persons, the lessor / key holder is entitled to terminate the agreement without notice and without reimbursement if his written warning goes unheeded. In this case, the rent shall remain due for payment. This is subject to additional claims and claims for damages.

7. Handing back the leased property

The leased property is to be handed back on time, complete and in proper condition. The leased property is to be cleaned before being handed back. This obligation is inapplicable only if expressly agreed with the lessor. Whether the final cleaning is included in the rent or whether it is separately stipulated, the lessee is nevertheless responsible to clean the kitchen furnishings, including tableware and cutlery. If the leased property is handed over in an unclean or insufficiently cleaned condition, the lessor is entitled to have the cleaning carried out at the lessee's expense.

The lessee is liable to pay compensation for damage and missing items.

8. Cancellations and premature return of the leased object

The lessee may withdraw from the agreement at any time, subject to the following conditions:

- up to 42 days prior to arrival: CHF 100.-- handling fee
- 41 to 10 days prior to arrival: 50% of the rent
- 9 to 0 days prior to arrival, no-shows: 80% of the rent

Receipt of the notice by the lessor or the booking agency during normal office hours between 9 a.m. and 5 p.m. is authoritative for the calculation of the cancellation charges (if received on a Saturday, Sunday or legal holiday, the next business day applies; this rule is based on the legal holidays and the time zone in effect at the residence or office of the lessor or booking agency). This rule also applies to notices delivered via e-mail, text message, Internet, fax, etc. or to the telephone answering machine. The lessee has the right to prove that the lessor incurred a lower loss as a result of the cancellation.

Substitute lessee: The lessee has the right to propose a substitute lessee who must be solvent and acceptable to the lessor. The lessor must give his express consent to this substitute lessee. The substitute lessee shall enter into the agreement subject to the existing terms and conditions. The lessee and the substitute lessee shall be jointly and severally liable for the rent.

In the event of discontinuation of the lease agreement or premature handing back of the leased property, the rent is owed in full. The lessee has the right to prove that the lessor was able to re-lease the property or that he achieved savings.

If the lease agreement is cancelled or if the leased property is prematurely returned or if the lease is discontinued, the lessor is not obligated to actively seek a substitute lessee.

9. Force majeure, unforeseeable or unavoidable circumstances, etc.

If the leasing or the continuation thereof should be prevented by force majeure (environmental disasters, natural disasters, etc.), government regulations, unforeseeable or unavoidable events, the lessor is entitled (but not obligated) to offer an equivalent substitute property to the lessee, subject to the exclusion of claims for compensation. If the services cannot be provided or if they cannot be provided in full, the amount paid or the corresponding share for services not provided will be reimbursed, subject to the exclusion of further claims.

10. Lessee's liability

The lessee is liable for all damage caused by the lessee or housemates, including guests. Fault is presumed. If damages should be found after the return of the leased property, the lessee is also liable for these, provided that the lessor can prove that the lessee (or his housemates or guests) have caused the damage.

11. Lessor's liability

The lessor guarantees proper reservation and contractual fulfilment of the agreement. The liability of the lessor is excluded to the extent permitted by law. Liability is excluded especially for acts and omissions on the part of the lessee (including housemates and guests), unforeseeable or unavoidable omissions by third parties, force majeure or events which the lessor, key holder, agent or other persons called upon by the lessor could not foresee or avoid despite all due care. Descriptions of infrastructure or tourism-related facilities, such as sports facilities, swimming pools, tennis courts, public transportation, mountain railways, ski slopes, store opening hours, etc. are intended for information only and are not binding upon the lessor under any legal title.

12. Data protection

The lessor is subject to the data protection laws of Switzerland and shall process the data in accordance with these regulations. The lessor shall process the data provided to him in accordance with the statutory requirements (or, if necessary, have it processed by a third party) and, to the extent necessary, communicate such data to the key holder, etc. to ensure that the agreement can be properly fulfilled. Based on the local laws, the lessor and/or the key holder may be obligated to register the lessee and his housemates with the local authorities. To protect legitimate interests or in the event that a criminal act is suspected the lessor reserves the right to disclose the lessee's data and/or those of his housemates and guests to the responsible authorities or request third parties to enforce his rights.

The lessor may inform the lessee of his rental offers in the future. If the lessee should not wish to receive this service, the lessee may contact the lessor directly. Any such information shall contain a notice regarding the termination of this service.

The lessee shall contact the lessor directly for any questions regarding data protection.

13. Applicable law and place of jurisdiction

Swiss law shall be solely applicable. It is agreed that the locality where the leased property is situated shall be the exclusive place of jurisdiction. **Subject to mandatory contractually unchangeable provisions of law.**