

# General Terms and Conditions

## 1. Conclusions of the Agreement and payment terms

The Agreement between the Lessee and the Lessor shall be deemed to have been concluded when the amount due as rent stipulated in the Agreement is received by the Lessor. If the amount is not received by the Lessor on the date specified, the Lessor may dispose of the subject matter of the lease in another manner without any requirement to give notice or pay compensation.

## 2. Term of the lease

The term of the Lease may not be extended without the express authorisation of the Lessor. The parties expressly preclude any tacit renewal pursuant to Article 266 of the Swiss Code of Obligations.

## 3. Utility costs

Utility costs (including electricity, gas, heating, etc.) are included in the rent insofar as expressly provided for in the Agreement. The rent shall not include costs which have been clearly itemised and which should be settled separately.

## 4. Transfer of the subject matter of the lease - claims

The property leased shall be transferred to the Lessee in a good state of repair and in accordance with the Agreement. If damage is noted upon transfer of the property leased or if the inventory is incomplete, the Lessee shall be required to inform the person responsible for the keys/Lessor immediately. If this does not occur, the property leased shall be deemed to have been transferred in a perfect state of repair.

If the Lessee takes possession of the property leased late or fails to do so, the full amount of the lease shall remain due.

## 5. Regulations governing occupancy

The premises are leased as holiday accommodation and may not be used for any other purpose. The Lessee may not sublet the property unless express consent has been requested from the Lessor.

Should the Lessee wish to reside with aged or disabled individuals or persons suffering from allergies he shall be obliged to obtain information regarding access facilities, configuration or equipment before concluding the Lease.

The Lessee shall be required to use the property leased in a careful manner, to respect the internal regulations and to give due consideration to other residents in the property and to neighbours.

The person responsible for the keys/Lessor must be informed immediately of any damage or any other relevant matter.

The property leased may not be occupied by more than the maximum number of persons specified in the Lease.

The Lessee shall be required to ensure that other co-lessees comply with the terms of this Agreement.

If the Lessee or a co-lessee commits a clear breach of his duty to exercise care when using the property leased or if the latter is occupied by a number of persons in excess of the maximum number specified in the Agreement, the person responsible for the keys/Lessor may terminate the Lease forthwith without any compensation.

## **6. Animals**

No animals are permitted unless authorised in writing.

## **7. Visits to the premises**

The person responsible for the keys/Lessor reserves the right to visit the premises leased at any time subject to agreement with the Lessee.

## **8. Return of the property leased**

The property leased must be returned upon expiry of the Lease in perfect order and in accordance with the departure inventory. The Lessee shall be required to pay compensation for any damage or items missing from the inventory.

## **9. Advertisement of mistaken price**

In the event that the price advertised and paid is manifestly the result of an advertising error or a calculation error by the booking system, the Agency may cancel the booking within 48 hours (during business days) after the booking was made at no cost for the Lessee. Should this occur, the Agency shall furnish proof of its good faith and the Lessee may not demand implementation of the Agreement.

## **10. Cancellation**

The Lessee shall secure private insurance against cancellation.

If cancellation is received from the Lessee more than 90 days before the start of the stay, no deduction shall be made (free of charge). The total amount shall be returned after deduction of transaction charges.

However, if cancellation is received after such time, the following deductions shall be made:

- Cancellation received by the Agency between 89 and 29 days before the start of the stay: 50% of the rental charge shall be due after deduction of transaction charges;
- Cancellation received by the Agency less than 29 days before the start of the stay: 100% of the rental charge, i.e. the full amount, shall be due after deduction of transaction charges;

Should the Lessee fail to take possession of the premises leased, he shall nonetheless be required to pay the full amount of the rental charge for the period specified under this Agreement and shall have no entitlement to any reduction unless the agency is able to find a replacement lessee. Should this occur, the agency shall be entitled to charge the expenses incurred in searching for a new Lessee.

The Lessee shall be required to accept the premises leased and may not require the agency to change the accommodation in the event that it is not convenient.

Alternative lessee: the Lessee shall be entitled to propose an alternative lessee. Such a lessee must be deemed acceptable by the Lessor and must be solvent. He shall take on the contract under the same terms and conditions. The Lessee and the alternative lessee shall be jointly and severally liable for payment of the rent.

If occupancy is discontinued prior to the date specified, the full amount of the rent shall remain due.

## **11. Last minute cancellation**

A late booking placed between 7 and 28 days before the start of the stay (last minute) may be cancelled (free of charge) provided that cancellation is received by the Agency between 24 and 48 hours at the latest after the booking was made. The total amount shall be returned after deduction of transaction charges.

## **12. Cancellation insurance**

If such a guarantee is included in the rent, it shall allow the Lease to be cancelled in cases involving force majeure: illness, serious accident or death of the Lessee, a direct descendant or ascendant, parents in-law or significant damage caused to the Lessee's property which urgently requires his presence at home (as attested by a medical certificate or other official document which shall be submitted).

The insurance shall not apply to illnesses or accidents occurring prior to the conclusion of the Lease. Cancellation must be intimated to the agency within 48 hours of the time the reason for cancellation started to apply. If the cancellation of the lease is agreed to by the agency, it shall reimburse the amount received to the Lessee after deduction of the insurance premium.

## **13. Force majeure, etc..**

If a force majeure occurrence (such as environmental disasters, acts of God, measures adopted by the public authorities, sale of the accommodation, etc.) or an unpredictable or inevitable event prevents the lease or the continuation thereof, the Lessor shall be authorised (though not obliged) to offer a comparable property

to the Lessee and shall not be liable to pay compensation or interest. If performance cannot be made in full or in part, the amount paid or the relevant part thereof shall be reimbursed, and no liability for compensation or interest shall be incurred.

## **14. Group bookings**

It is essential that the prior agreement of the Lessor be secured for bookings for more than one property for groups. If no such agreement is secured the Lessor may cancel the bookings.

## **15. Liability**

The Lessor shall attend to the booking and the proper implementation of the Agreement. In the event of damage other than personal injury, the Lessor's liability shall be limited to twice the amount of the rental charge if it can be established that the Lessor acted intentionally or with gross negligence. No liability shall be incurred for any breach for which the Lessee or a co-lessee is responsible, for any unpredictable or inevitable breach by a third party, force majeure or any event which the Lessor, the person responsible for the keys, the intermediary or any other person involved by the Lessor could not have foreseen or avoided notwithstanding the requisite precautions. The Lessee shall bear liability for all damage caused by himself or by co-lessees. Unless established otherwise, he shall be presumed to be liable for such damage.

## **16. General terms and conditions**

Any general terms and conditions which may be annexed to the contractual documents of member agents shall prevail over these terms and conditions.

## **17. Applicable law and jurisdiction**

This Agreement shall be governed by Swiss Law. Jurisdiction shall be determined solely on the basis of the property leased.

**Martigny, on September 22th, 2016**

**C.I.T.I.**

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