

General Terms and Conditions, solewerk Zermatt

I. Scope

1. These General Terms and Conditions shall apply to all services and deliveries rendered by Texel immobiliare AG, CH-4628 Wolfwil (hereinafter referred to as "lessor") to the contractual partner (hereinafter referred to as "guest").
2. Diverging provisions, including such as are contained in the Terms and Conditions of the guest or the purchaser are hereby expressly contradicted. The customer's general terms and conditions shall apply only if these are previously agreed in writing explicitly.

II. Conclusion of the contract; contract partners and limitation

1. The contract shall come into force upon the lessor's acceptance of the guest's oral or written booking request. At its discretion, the lessor may confirm the enquiry orally; in writing e.g. via email or fax or conclusively (by performance).
2. The contracting parties are the lessor and the guest. If a third party has placed a reservation on behalf of the guest, then that party shall be liable vis-à-vis the lessor for all obligations arising from the contract as joint and several debtor together with the guest. Independent of this regulation, any booker is obliged to forward all booking related information, in particular these General Terms and Conditions, to the guest. In turn, the guest is obliged to check the booking confirmation for accuracy and immediately report any discrepancies to the booking request to the lessor.
3. The lessor is entitled to perform its services through a third party.
4. A sub- and re-letting of the provided rooms as well as their use for purposes other than the accommodation serving purposes are strictly prohibited. They require the prior written consent of the lessor.
5. The guest is obliged to truthfully indicate the number of persons occupying the apartment. The apartment is available only for the maximum number of guests as stated in the booking confirmation. Occupancy beyond this number of people requires the prior written consent of the provider.

III. Services, prices, payment

1. Services

- The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services according to the General Terms and Conditions.
2. The customer is obligated to pay the agreed or applicable prices for apartments provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.
3. The agreed **prices** which make up the total rent include incidentals (electricity, gas, heating etc.) as well as costs for the unique provision of towels and bed linen. The final cleaning and visitor's tax as well as any applicable VAT are disclosed separately.
4. If the period between conclusion of the contract and fulfilment of the contract exceeds four month or more and legal VAT or any applicable local taxes and fees have increased during that period of time, the lessor is entitled to ask for an appropriate increase in the agreed price, up to a maximum of 10%.
5. Down payment, balance and security deposit are specified in the booking confirmation. Within 14 days after receiving the booking confirmation a deposit of 20% of the contractual amount must be paid. The security deposit and the final payment must be credited latest 30 days before arrival to the bank account of the lessor. If the period between booking confirmation and arrival date is less than 30 days, the total amount due (down payment, security deposit and balance) is immediately payable in one lump sum.
6. Is the guest in default according to the legal regulations, the lessor is entitled to charge CHF 10.00 for every reminder sent after coming into delay.
7. **Payment information:** all payments must be made on the agreed dates to the bank account indicated in the lessor's booking confirmation.
8. The customer may only **set-off, reduce or clear** a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.
The same applies to the exercise of the right of retention on account of a guest's or co-user's own demands. Claims and other rights may be assigned only with the written consent of the lessor.

IV. Withdrawal of the customer (cancellation) / Non-use of hotel services (no-show)

1. If the guest or a co-user does not stay at all or if the guest withdraws from the contract, cancellation fees will be charged. The lessor has the right to choose to claim the following cancellation fees instead of a specifically calculated compensation: Until 61 days prior to the arrival date no cancellation fees will be charged; 25% will be charged if cancelled 60 days before arrival, cancellation up to 14 days prior to arrival means 75%, 100% will be charged if cancelled less than 14 days before arrival.
2. The total invoice amount in accordance with the booking confirmation serves as the basis of calculation. In case of early departure or late arrival the total amount according to the booking confirmation will be charged.
3. The guest shall be free to prove that a claim was not created or not created in the amount demanded.
4. Withdrawal must be declared in writing to the lessor. The receipt of the cancellation by the lessor shall be decisive of its timeliness.

V. Withdrawal of the lessor

1. The lessor is entitled to withdraw from the contract **without any further notice and without obligations to pay damage compensation or any other kind of compensations whatsoever**, especially if
 - a partial payment (down payment, final payment and deposit respectively) has not been paid to the account of the lessor by the agreed date (receipt of payment, see III.5.);
 - the fulfilment or continuation of the contract is impossible due to force majeure (environmental disasters, force of nature), officially imposed measures, strikes or other unforeseeable or inapplicable circumstances or events which are not the fault of the lessor;
 - the conclusion of the contract took place with misleading or false information regarding essential facts such as the identity of the guest, the co-users or the intended purpose of the booking;
 - a complete or partial unauthorized sublet or rent to a third party of the apartment is at hand or if the apartment is occupied by more than the contractually agreed number of people;
 - the guest, a co-user or another guest significantly violates the house rules or obligations connected with a careful use.
2. The lessor is obliged to inform the guest immediately in written form about exercising its rights of rescission.

VI. Arrival & departure; supply, occupancy and vacating the rental; defects

1. Arrival and Departure as well as collection take place after arrangement with the lessor. The rental will be handed over including all inventory, and unless stated otherwise in writing, complete and without defects or damages.
2. **Use**
The guest is obliged to use the rented property carefully, to obey the house rules and to take particular consideration for the other residents and neighbors. The house rules will be an integral part of this contract. On request, these can be sent to the guest prior to arrival. Otherwise, these are publicly available on display within the rental property.
3. **Defects** occurring during the rental period that impair the usability of the rented property in a significant way are to be reported to the lessor immediately. Should a guest culpably not notify the lessor of a defect, a claim for reduction of the agreed price does not occur.
4. Any defects or damages caused by the fault of the guest, the co-users or other guests must be reported to the lessor immediately.
5. The guest is liable for damages and missing inventory; costs will be deducted from the deposit if applicable.
6. The **return** of the rental property has to be on schedule, in fair condition and including all inventories. After an appropriate inspection period for the lessor, the paid security deposit will be refunded to the account of the guest.
7. On departure day the rental property shall be vacated by the agreed time. If the rental is vacated later, the lessor is allowed to charge an additional rent equal to 50 % of the full daily rate for this accommodation day.

VII. Conditions of internet use via Wi-Fi

1. The lessor operates a Wi-Fi internet connection in his house. He allows the guest and co-users a joined use of the internet access as a free and (at any time) revocable service for the duration of the stay.
2. Rules for the access and usage can be found in the house rules.
3. Any resulting costs from visiting fee-based websites and entering into commitments are to a guest's own account.
4. The lessor shall be indemnified against all damages and claims by third parties that are based on an unlawful use of WLANs by the guest or the co-user, this also extends to claim or defense related costs and expenses. In the event of technical faults of Internet, television and mobile phone signals and if there is no signal or only malfunctioning signal available in the house, no liability will be accepted the lessor. For any damages occurring to devices, resulting from the use of the Internet access, the lessor accepts no liability.

VIII. Liability, Limitation of action

1. In case of disruptions or defects in the performance of the lessor, the lessor will make every effort to rectify such problems as soon as they become known or are reported by the guest (according to VI.3.).
2. The lessor is liable for all legal and contractual claims only in case of intentional or gross negligence.
3. Exceptionally, the lessor is liable for ordinary negligence in case of damages
 - based on the infringement of essential contractual obligations. In such cases, the liability is limited to foreseeable, typical contractual damages.
 - caused by injuries to life, limb or health.
4. The liability of the lessor for indirect damages and consequential damage is excluded.
5. For any other than personal injury the liability is limited to the simple rent in accordance with the specification in the booking confirmation, unless there is gross negligence or intent.
6. Liability exclusions and limitations apply equally to all persons and companies, as well as their subcontractors and agents, which are entailed by the lessor for the fulfillment of such.
7. **Lapse of time** occurs when compensation claims against the lessor are made within one year of becoming aware of the circumstances giving rise to the claim, or from the date, in which without gross negligence awareness of the circumstances could have been obtained, but no later than three years from the date of the harmful event.

IX. Data privacy

Personal data supplied by the guest and co-users shall be saved electronically by the lessor. However, it shall not be disclosed to third parties unless required for the performance of a contract.

X. Final Provision

1. Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form; this shall also apply to a change of the written form requirement itself.
2. Place of fulfillment for all obligations arising from this contract, including payment obligations, is Meiningen, Germany.
3. **The contract is governed by and shall be construed in accordance with German law.**
4. The contractual language shall be German. Any translations into other languages serve the sole purpose of better understanding and shall not be legally binding.
5. Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Zermatt, February 2015 (last revision)