

Residence YanNoe Zermatt GmbH, Fam. Susanne & Urban Biner
General Terms and Conditions

General

1. The rental contract relates exclusively to the fixed-term lease of a vacation apartment or house ("rental property"). It includes the shared use of the communal areas of the property in accordance with the lease. Subletting is not permitted.
2. Additional services e.g. arranging transport and transfers, ski schools, excursions or such like are not included in the rental contract.
3. The rental contract between the tenant and landlord comes into effect once the landlord confirms the booking by letter or e-mail.
4. These general terms and conditions are part of the rental contract. The terms of the rental contract take precedence over the general terms and conditions. Changes to the rental contract must be agreed by letter or email.

Terms of Payment

5. Once the contract comes into effect, the stipulated price of the rental is fixed. No concessions can be made in the event of currency fluctuations or booking platforms offering different prices.
6. Additional costs such as electricity, gas and heating are included in the rental price, unless explicitly stated in the contract. Government taxes e.g. visitor's tax are not included in the rental price and are detailed separately on the invoice.
7. A deposit of 50% must be paid within ten working days of receiving confirmation of the rental contract. The remaining 50% of the booking fee must be paid no later than 30 days before the agreed arrival date of the tenant.
8. For bookings made less than 45 days before the agreed arrival date, payment must be paid in full within 3 working days of receiving the booking confirmation. In all cases, payment should be made in full before the agreed arrival date.
9. The cost of any additional services (such as ski passes, transport etc.) incurred by the tenants must be settled in full before departure.
10. Any additional payments due to the landlord must be settled on the day of departure.

Cancellation by the Tenant

11. If the tenant is unable to take up his booking, he must inform the landlord as soon as possible. Once the cancellation notice has been received in writing, the cancellation of the contract becomes legally binding. Whilst under no obligation to do so, the landlord attempts to find a replacement tenant.
12. The following cancellation conditions apply in all cases (including those with cancellation insurance cover)
Notice of cancellation before arrival date:
 - up to 45 days: administration fee of CHF 100.00
 - 44-30 days: 50% of the rental cost plus administration fee
 - 29-0 days / "no show": total cost of the booking
13. An administration fee of CHF 100.00 per reservation is charged for all cancelled bookings.
14. The tenant remains liable for the rental costs in the event of cancellation, unless a replacement tenant has been found to cover the rental period. Should the replacement tenant not cover the entire rental period, the outstanding costs must be paid in full by the initial tenant.
15. We recommend that the tenant take out travel cancellation and liability insurance to cover damage to the rental property and its furnishings.

Cancellation by the Landlord

16. The landlord reserves the right to cancel the booking by letter or email within 5 working days of sending out the booking confirmation or, in the case of late bookings, before receipt of the initial payment.
17. Should the tenant fail to pay the deposit and/or the balance as well as the costs of any additional services in accordance with the payment schedule, the landlord reserves the right to cancel the booking without written notice. The landlord is under no obligation to pay a refund or compensation nor find a replacement tenant. Please note that the landlord can also insist that the contract is honoured.

Check - in / check – out

18. Unless otherwise agreed:
 - √ Check-in: between 4 p.m. and 8 p.m.
 - √ Check-out: no later than 09:30am on the day of departure

Your Responsibilities

19. The tenant should check the rental property and its contents on arrival and must report any complaints to the landlord immediately. It will be assumed that the tenant considers the rental property satisfactory in the absence of any such complaint.
20. The tenant agrees to treat the rental property with care, comply with house rules and show consideration to fellow guests and neighbours. House furnishings and facilities e.g. ski and fitness room, wellness and spa must be used with care and kept tidy. Use of the facilities is at the tenant's own risk. Children must be supervised at all times and particular vigilance is requested when using the wellness and spa facilities.
21. Should the tenant or any member of his party/guests blatantly violate his obligations as detailed in section 20 the landlord reserves the right to terminate the contract without notice or compensation.
22. Pets are only be allowed with the landlord's agreement. Should guests arrive with pets without prior consent, the landlord reserves the right to refuse entry to the property for the rental period.
23. Whilst smoking is prohibited inside the property, it is permitted on the balcony.
24. The rental agreement specifies the maximum number of occupants of the property. If the maximum number of occupants (adults and children) is exceeded, the landlord has the right to evict the additional guests or levy a surcharge of CHF 120.00 per person and day.

Departure

25. The tenant agrees to leave the property in the same condition that it was originally presented. He must return all keys, ensure that all household items are in place and furnishings intact. The property should be swept, the fridge and cupboards emptied, dishes and kitchen utensils cleaned and waste and recycling disposed in front of the house. The dishwasher should be set to run before departure, except it's full. If the property is not returned in an acceptable condition, the client can be charged with additional cleaning expenses.
26. In the event of loss or damage to a security key, a fee of CHF 100.00 per key will be charged.

Liability for Damage and Loss

27. The tenant is liable for all damage to the property and its furnishings and/or loss of items caused by himself or any member of his party, including guests. In the event that damage has occurred, the tenant is responsible for proving no fault. Where the damage is discovered after the tenant's

- departure, he remains liable, provided that the landlord can prove that the tenant (or any member of his party/guests) caused the damage.
28. Damaged or stolen household items can be replaced or repaired by the landlord at the expense of the tenant.
 29. The landlord is entitled to invoice the costs for damage caused by the tenant (or any member of his party/guests) on the day of departure or after the damage has been discovered, as appropriate.

The Landlord's Responsibility

30. The landlord ensures that the reservation is made in a professional manner and agrees to fulfil the terms of the contract.
31. The landlord is not liable for damage to or loss of objects belonging to the tenant or any member of his party. He accepts no responsibility for accidents or injuries resulting from the use of facilities (including the ski room, spa and wellness area) as well as those that may occur at the entrance to the property (even in wintry conditions).
32. The landlord himself cannot legally be held individually liable.

Zermatt Tourism and Bonfire AG Data Handling

Your bookings details are also processed as follows:

33. Your booking details are forwarded to Bonfire AG and Zermatt Tourism (either by us or via our electronic booking system).
34. Bonfire AG and/or Zermatt Tourism stores your booking details on a central database.
35. Zermatt Tourism uses this to calculate the visitor's taxes payable and to collect payment from service partners.
36. Zermatt Tourism also reports to the Swiss Federal Statistical Office.
37. Bonfire AG and Zermatt Tourism grant police access to the booking database, so that the police can download the appropriate booking data in the event of missing persons, for example.
38. Zermatt Tourism uses the booking data to collect statistics (specifically regarding capacity, length of stay, number of arrivals, etc.).

The legal basis for this data processing relates to the fulfilment of a legal obligation within the terms of Art. 6 (1) c GDPR (charging and collection of visitor's tax/reporting to the Swiss Federal Statistical Office), or in preservation of a legitimate interest within the terms of Art. 6 (1) f GDPR (Grant of access to the police/Collation of statistics).

We will only use your booking details for direct marketing purposes (e.g. newsletter mailings) if you have given your consent.

Applicable Law and Jurisdiction

39. The General Terms and Conditions and contractual relationship are governed by **Swiss law** (Articles 253 to 274 of the Swiss Code of Obligations)
40. The place of jurisdiction for any disputes arising from the contractual relationship and the General Terms and Conditions is **Zermatt** (location of the rental property).