

General Conditions of Contract

Haslital Tourismus acts as an agent to rent tourist accommodation and services on behalf of the owner or their proxy and is authorised to receive payment on behalf of said owner/proxy. The contract partners are visible on the confirmation and invoice.

Contract Conclusion

The contract becomes final with the unconditional acceptance of the booking. Haslital Tourismus will confirm the booking in writing on behalf of the respective hotel/holiday apartment leasor. The confirmation/invoice is deemed to be the rental contract.

Conditions of Payment

A downpayment is to be paid within 15 days of receipt of the confirmation/invoice.

Hotel downpayment: Price for 3 nights accommodation plus cancellation insurance.

Holiday apartment/chalet downpayment: 40% of the rent plus cancellation insurance.

The balance must be paid at least 30 days before arrival.

Bookings made less than 41 days before arrival date must be paid in total within 10 days of receiving the confirmation/invoice -including cancellation insurance. Such short notice bookings are recommended to be paid by credit card.

Downpayment can be made using REKA-Checks/REKA-Card.

Bookings made over the internet and those paid by credit card will be charged in one lump sum as soon as the relevant credit card number is received.

Prices; Changes to prices and services

We reserve the right to change prices and services at any time. Should any changes occur, you will be advised at the time of booking. The prices are stated in Swiss Francs – the other currencies are only an indication of the price at the time of printing. The prices in the reservation/invoice are binding. We reserve the right to change prices due to factors beyond our control (e.g. change of exchange rates, newly introduced or increased taxes).

The leasor/hotel proprietor reserves the right to offer the leasee an equivalent accommodation, should it be necessary.

Changes to Bookings and Cancellation Costs; Insurances

Changes to the booking (new dates, amounts of people, numbers of rooms, type of accommodation) will incur a charge of CHF 50.00. Should the changes not be possible, the booking will be cancelled.

If the contract is cancelled the following cancellation charges will be incurred:

Up to 30 days before arrival date: 100 % of the deposit

Less than 30 days before arrival: The entire accommodation cost (no additional charges)

Decisive is the date your notification is received in the booking office (e.g. Saturdays, Sundays and public holidays will be the next official working day).

Should the accommodation be rented out again after cancellation, the leasor/proprietor is bound to reimburse the

leasee (who had to cancel) the sum paid, less a cancellation charge of CHF 100.00.

House Rules, Number of Persons

The number of persons advised in our publications and in the contract must not be exceeded. The house rules of the object booked is a statutory part of this contract. Should the number of occupants be exceeded or the house rules not adhered to, and after one warning, the contract may be cancelled immediately. In this case the contractual price paid is still due.

The leasee/contractual partner assumes responsibility for the careful use of the accommodation, that includes all people staying in the accommodation. Any damage should be reported immediately. The leasor/proprietor retains the right to charge for any damage caused – even after the contract has expired.

Complaints

Should the accommodation have any defects, should any defects occur during occupation or the leasee suffer any damage, these should be reported to the leasor immediately (address is on the confirmation/invoice). The leasor will attempt to remedy the situation. Should the problem not be solved satisfactorily, please put your claims in writing. Claims for damage or a lessening of the rental fee must be received by the leasor/proprietor within 30 days of the contracts end. Should the defects or damages not be advised to the leasor immediately, or the claim not be received within 30 days, then all rights are forfeit.

Late arrival, early departure, shortened length of stay

Late arrival or early departure have no influence on the rental price and the entire contractual amount must be paid. Late arrival due to weather or traffic/travel problems, delays at the border, strikes or „acts of God“ are risks the leasee is responsible for and as such cannot be claimed for a price reduction.

Leasor/Proprietors Responsibility

The leasor/proprietor is responsible for the fulfillment of the contract. Liability for minor fault will not be accepted with the exception of compulsory liability laws. The leasor/proprietor is not liable for acts of God, natural phenomenon, environmental damage or influences, vicarious liability or for events which, despite the necessary diligence, cannot be foreseen or averted. No liability will be taken for the building's infrastructure, e.g. electricity, water etc., and touristic establishments, e.g. swimming pools, transport lifts, etc. – even when the accommodation booked is affected. The non-contractual liability is subject to Swiss law. Contractual and non-contractual claims become time-barred one year after the end of contract, except if shorter contractual times are valid.

Liability of Haslital Tourismus

Haslital Tourismus strives to ensure the bookings taken are correct and denies any responsibility for the accommodation. Liability for minor fault is explicitly excluded. Non-contractual liability is subject to Swiss law.

Applicable Law and Jurisdiction (general conditions)

The relationship between guest and leasor/proprietor comes under Swiss law. The legal jurisdiction is solely through the Courts of Law in Interlaken, CH 3800 Interlaken, Schweiz.

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01. Januar 2009