

## 1. Introduction

These Standard Contract Terms are an integral component of the agreement between you and Interhome. We recommend that you study the following standard terms of business carefully.

## 2. Reservation and conclusion of agreement

On receipt of your verbal or written (incl. e-mail) reservation you are entering into an agreement with Interhome. From that point on, the rights and obligations under this agreement, together with the present terms of business, will apply to you and to Interhome. You will receive an immediate confirmation of your reservation from your booking agent. If the reservation confirmation differs from the description in the brochure, by your payment you accept the terms of the agreement based on the reservation confirmation. If an initial payment is not made within 15 days from receipt of the reservation confirmation, Interhome is free to dispose of the reserved property. Any special requirements that you may have can only be accepted by the booking agent as a request without obligation. There is no legal right for this requirement to be met, unless Interhome has confirmed this in writing. If the rental amount is not paid at the proper time in accordance with the terms listed under subsection 3.3 below, Interhome may refuse the services.

## 3. Prices

### 3.1 Rental prices

Unless otherwise stated, the published prices are weekly prices for the whole rental property in the corresponding price period. The published prices apply until the publication of a new brochure or until the website is updated. Subject to paragraph 3.5 (Price changes) the prices valid at the time of booking are applicable. If there are more than one equivalent apartments in a house, with the same number of rooms and persons and the same prices, only one apartment of this type is listed in the brochure and in the price list. Special promotions do not always apply to all apartments of the same type. Any additional services required by the customer (e.g. extra cleaning, firewood, bed linen, etc.) are not included in the rental price and are payable on site. The minimum rental period is generally 7 days, and arrival and departure dates are Saturdays (high season). Exceptions are only possible with the written confirmation of the booking agent. The prices include normal power consumption, unless otherwise stated in the specification. Heating costs outside the normal heating periods are excluded. You will see from the price list whether final cleaning is included. If this is not the case, the amount will be indicated. This will be invoiced together with the rental price. Any visitors' taxes are payable on site.

### 3.2 Booking fee

Interhome charges a booking or handling fee for each reservation. Irrespective of this, your travel agent may make an additional charge to cover reservation and processing costs, and in particular a fixed contract fee.

### 3.3 Payments

The rental amount for the booked rental property is payable before departure, as follows: 30% of the rental amount for the reserved rental property must be paid within 15 days of receipt of the reservation confirmation. The balance must be paid to Interhome not less than 42 days before the rental is due to

commence. In the case of short notice reservations of less than 42 days before commencement of the rental, the full rental price is due immediately on receipt of the reservation confirmation and must be paid to Interhome. If payment of the balance or the full rental amount, in the case of short notice bookings, is not made at the proper time, Interhome may refuse the services.

### 3.4 Cancellation costs

If you withdraw from the agreement, we will charge you with the following cancellation fees:

- up to 43 days before commencement of rental, 10% of the invoice amount
- 42 to 29 days before commencement of the rental, 50% of the invoice amount
- 28 to 2 days before commencement of the rental, 80% of the invoice amount
- 1 day before commencement of the rental and on the day of travel, the full invoice amount is payable.

The reference date is the date of receipt of your notification by the booking agent (if this is a Sunday or holiday, the reference date will be the next working day). If the property is not occupied, or occupied late, the full invoice amount remains payable. We recommend that you take out a cancellation guarantee to cover cancellation costs at the same time as you make your booking. This will cover cancellation costs in the event of your cancelling as a result of illness, accident, death of the renter, other persons travelling or close relatives (against presentation of a doctor's certificate). The cost of the cancellation guarantee is calculated as a percentage of the rental and is also payable if the event activating the guarantee occurs, together with the handling fee.

### 3.5 Price changes

Every care has been taken with the property specifications and price calculations. However we cannot exclude the possibility of changes to services and/or prices. You will be notified of any such changes when you make your booking, or not later than when the booking confirmation is sent. The details on the reservation confirmation are definitive. It is unlikely that there will be any changes to services after conclusion of the agreement, but this possibility cannot be entirely ruled out. If there is a significant change to a material item in the agreement, you have the right to withdraw from the agreement free of charge within five days of receipt of the notification. Payments already made will be reimbursed immediately. We expressly reserve the right to amend prices up to 22 days before commencement of the rental on the following grounds: increase or introduction of duties and taxes on certain services, changes in exchange rates after conclusion of the agreement. If the prices change by more than 10%, you have the same rights as under the foregoing paragraph.

### 4. Travel to and from your destination; shortening or extension of stay

Once the final payment has been made, but not more than four weeks before the travel date, you will receive a voucher that shows you as the authorised tenant of the booked rental property. You should hand this voucher over to the key holder on arrival. You should arrive according to the instructions in the travel documents, generally between 16.00 and 19.00, and depart before 10.00. If you intend to arrive later than 19.00, the key holder must be notified

in good time (you will receive the address of the key holder with your travel documents). If you are unable to occupy the property as agreed, e.g. as a result of traffic delays, strikes etc., or for personal reasons, the full rental price will remain payable. This will also apply if you leave the property early. If you wish to extend your stay, please discuss this in good time with the booking agent.

## 5. Substitute rental property and cancellation of the agreement by Interhome

Interhome may allocate you an equivalent substitute rental property where this is necessitated by unforeseen or unavoidable circumstances. Interhome is entitled to cancel the agreement before or during the rental period if unforeseeable or unavoidable circumstances arise that make the hand over of the rental property impossible, endanger the renter or the property or impair the provision of services to such an extent that it becomes unreasonable to fulfil the agreement. Payments already made will be refunded, subject as necessary to deduction for services provided. Interhome is not liable to pay any compensation in any of the instances mentioned under section 5 below.

## 6. Deposit

On receiving the key, a deposit must be paid. The amount of the deposit and the method of payment (in cash, by Eurocheque or by credit card) are specified in your travel documents. If the deposit is not paid, handover of the property may be refused.

## 7. Occupation

The rental property may only be occupied by the scheduled number of persons (children and infants included). Extra persons may be refused entry by the key holder or invoiced separately.

## 8. Other obligations of the renter

The rental property must be looked after carefully. Consideration should also be given to neighbours etc. Cleaning of cooking facilities, crockery and cutlery is the responsibility of the renter (and is not included in the final cleaning). Damage caused by the renter or other users must be reported immediately to the key holder. The renter is liable for any loss or damage caused by him/her or by other users, unless they can prove that they are not responsible. The same applies if the apartment cannot be handed over to the next renter. Any loss or damage may be deducted from the deposit.

## 9. Complaints, claims for compensation

If the condition of the property is not in accordance with the agreement, or if you suffer an injury, damage or loss, this must be notified immediately to the key holder. If the latter is unable to rectify the defect within a useful period, the booking agent must be informed. If defects that are not hidden are not notified immediately on commencement of the rental period, it will be assumed that the property is free of any defects. If defects arise during the rental period, the same rules will apply. The key holders or booking agents, as the case may be, are not authorised to recognise claims. Any claims must be notified to the booking agent in writing within four weeks of the end of the contractual rental period and the necessary evidence provided (photographs, confirmation of the key holder or of the local agent, etc.). If you fail to comply with the above rules, you will forfeit all rights to compensation.

## 10. Liability of Interhome

Should the rental property not be in accordance with the agreement, Interhome will make every effort to make an equivalent substitute property available to you. If this is not possible within a useful period of time, or if you refuse this on objectively material grounds, Interhome will reimburse you for any reduction in value if Interhome accepts that it is at fault. If you incur any loss or damage as the result of a breach of the agreement caused by the negligence of Interhome, Interhome will accept liability. Statutory liability for other than personal loss or damage (e.g. material and pecuniary loss) is limited to the rental price (whereby claims of all persons involved will be paid together). Should international conventions or national laws become applicable to the services of Interhome that further limit or exclude liability, these conventions or laws will apply. Interhome will not be liable if the loss or damage is attributable to the following causes:

- Actions or omissions on your part or on the part of a joint user;
- Unforeseeable or unavoidable omissions by third parties who are not involved in providing the services covered by the agreement;
- Force majeure or events that Interhome, the agent or support staff (e.g. key holders), despite having taken all due care, could not have foreseen or avoided.
- Use of swimming pools, children's play areas, sports facilities of all kinds (such as tennis courts, football pitches, training facilities). The use of these facilities is at your own risk.
- Damage and losses as a result of burglary.

These terms and conditions apply equally to extra-contractual liability. Liability for support staff is expressly excluded. International conventions and national laws with more extensive liability restrictions or exclusions take precedence.

## 11. Insurance

We recommend that you take out travel insurance and third party liability insurance before you travel, unless you have already taken out corresponding insurance policies with the appropriate cover.

## 12. Ombudsman

Before any court dispute, or if there are any legal questions relating to this agreement, you may consult the Ombudsman responsible for the Swiss travel industry. The Ombudsman will endeavour to find a fair and balanced solution to any sort of problems between you and Interhome or the travel agency where you booked your trip.

## 13. Statutory period

Compensation claims against Interhome, contractual claims reserved, are statute barred within one year. The statutory period begins on the day following the end of the rental period.

## 14. Applicable law and place of jurisdiction

The relationship between you and Interhome is subject to the laws of Switzerland. The customer may only file suit against Interhome in Zurich. Interhome may take legal action against the customer at the place where the customer lives or in Zurich.