

**General Terms and Conditions (GTC) for the holiday
accommodation Rue 2, de la Gargouille F-30630 Cornillon**

Landlord: Name, address

1. Arrival / Departure

Saturday from 16:00 until the following Saturday at 10:00 at the latest. Arrival and departure times also apply to individually agreed weekdays. Departure must take place by 10.00 a.m. at the latest on the day of departure. Exceeding the departure time by more than 30 minutes will result in the charging of an additional overnight stay. Other arrival and departure times can be agreed individually with the landlord.

Should the tenant fail to appear by 10 p.m. on the day of arrival, the contract shall be deemed terminated after a period of 24 hours without notification to the landlord. The landlord may then freely dispose of the property. A (pro rata) refund of the rent due to early departure will not be made as a matter of principle.

In the case of overnight stays by persons not related to the tenant (visitors), the landlord must be informed of the number of visitors and the length of stay before arrival. The rental costs may possibly increase.

2. Payment

The rental contract becomes valid upon receipt of the deposit on the account of the lessor. The deposit of 1/3 of the rental amount is due for payment within seven days after receipt of the booking documents. After the down payment has been made, payment of the remaining amount is due 30 days before the start of the holiday. If the payment deadlines are not met, the lessor may withdraw from the contract. Non-payment is deemed to be a withdrawal and entitles the hirer to re-let the property.

The total amount stated in the rental contract includes the ancillary costs (water, energy, final cleaning, waste).

3. Resignation

You can withdraw from the contract at any time. The withdrawal must be made in writing (letter or email). In the event of withdrawal, you are obliged to compensate us for the damage incurred:

- from the day of receipt of the deposit payment by the tenant until days 30 before the start of the rental period free of charge
- from the day 29 until the day 15 before the start of the rental 50% of the total price
- from the day 14 until the day 8 before the start of the rental 80% of the total price

If you cancel less than eight days before the start of the rental period, you must pay the full rental price. The date of receipt of your cancellation notice counts in each case. Amounts already paid will be offset. You can provide a substitute person who will take over your contract under the above-mentioned conditions. Written notification is sufficient. We recommend that you take out travel cancellation insurance.

4. Duties of the tenant

The tenant undertakes to treat the rented property (holiday flat, inventory and outdoor facilities) with care. If damage occurs to the holiday home and/or its inventory during the rental period, the tenant is obliged to notify the landlord immediately.

Defects and damage already discovered on arrival must be reported immediately (by clock 20 on the day of arrival).

be reported to the landlord, otherwise the tenant shall be liable for such damage. A reasonable period of time must be allowed for the rectification of damage and defects.

Claims arising from complaints that are not reported immediately on site are excluded. Complaints that are only received by the landlord at the end of the stay or after leaving the holiday home are also excluded from compensation.

In the event of any disruptions in performance, the tenant is obliged to do everything reasonable within the scope of his legal obligation to help remedy the disruption and to keep any damage incurred to a minimum.

On the day of departure, personal belongings are to be removed by the tenant, household waste is to be disposed of in the bins provided by the municipality, crockery is to be stored clean and washed up in the kitchen cupboards. The property is to be left free of rubbish.

Subletting the property by the tenant or overnight stay(s) by persons not related to the tenant in the holiday home and / or on the property without the knowledge of the landlord is generally not permitted (see also point 1). Violations will result in immediate termination of the rental agreement by the landlord and the property must be vacated immediately.

Should the tenant have forgotten personal property and not come forward, the items left behind will be destroyed after a retention period of months⁶ after departure.

Charging e-cars on the power grid of the holiday home is strictly prohibited. The cross-sections of the lines are not designed for this. There are several e-charging stations within a radius of 15km.

5. Pets

are only permitted with the consent of the landlord.

6. Data protection

The tenant agrees that, within the framework of the contract concluded with him, necessary data about his person will be stored, changed and / or deleted. All personal data will be treated absolutely confidentially and will not be passed on to third parties. The tenant has the right to object to the storage of his data at any time. The deletion will take place within a reasonable period of time if there are no legal requirements (e.g. from a tax law perspective) to the contrary.

7. Liability

The invitation to tender has been prepared to the best of our knowledge. No liability is accepted for the rental property being affected by force majeure, by power and water failures customary in the country and by storms. Likewise, no liability is accepted in the event of unforeseeable or unavoidable circumstances such as

e.g. official order, sudden construction site or for disturbances due to natural and local conditions. However, the landlord is happy to assist in rectifying the problems (insofar as this is possible).

Liability on the part of the lessor for the use of the play and sports equipment provided is excluded.

The arrival and departure of the tenant is his own responsibility and liability. The landlord is not liable for personal belongings in the event of theft or fire. The tenant waives any claims for damages in this respect. The tenant is fully liable for wilful destruction or damage.

8. Final provisions

Photos and text on the website or in the documents serve as a realistic description. A 100% match with the rental property cannot be guaranteed. The landlord reserves the right to make changes to the equipment (e.g. furniture), provided they are of equal value.

Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic and legal intentions of the contracting parties.

Swiss law shall apply. The place of jurisdiction and performance is the place of residence of the

lessor. 10.02.2022