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General Conditions of Agreement

1. Conclusion of agreement, conditions of payment

The agreement between the lessee and the lessor shall be concluded when the lessor confirms to the lessee the binding booking confirmation.
The advance payment and the remainder to be paid are stipulated in the agreement. If the signed agreement or the advance payment fail to reach the lessor by the agreed date, the latter may lease the property to other parties without further notification, and without incurring any obligation to pay compensation.

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rental price unless they are explicitly stated in the agreement. Additional costs which are not included in the rental price shall be billed at the end of the lease and must be paid before departure. Government dues such as health resort taxes are not usually included in the rental price.

3. Handover of the leased property, complaints

The leased property shall be handed over to the lessee in clean condition, as stated in the agreement. If any defects are present or if the inventory is incomplete when the property is handed over, the lessee must immediately submit a complaint to the keyholder/lessor, pointing this out. Otherwise, the leased property is deemed to have been handed over in perfect condition. If the lessee is late in occupying the property, or if he fails to occupy the property at all, the full rental price shall remain due.

4. Careful use

The tenant undertakes to use the rented property with care, to comply with the house rules and to show consideration towards the other residents and neighbors. In the event of any damage, etc., the landlord / keyholder must be informed immediately.

The rental property may be occupied by no more than the number of persons specified in the contract. Subletting is not allowed. The tenant is responsible for ensuring that the roommates comply with the obligations of this contract.

If the tenant or roommate blatantly violates the obligations of careful use or if the apartment is occupied by more than the contractually agreed number of people, the landlord / keyholder may terminate the contract without notice and compensation.

5. Return of the leased property

The leased property must be returned on the specified date, in an orderly condition, together with the inventory. The lessee shall be obliged to pay compensation for any damage and for any items missing from the inventory.

6. Cancellation

The lessee may withdraw from the agreement at any time, subject to the following conditions:

- up to 42 days prior to arrival: Fr. 100.-- handling fee
- 41 to 10 days prior to arrival: 50% of the rental price
- 9 to 0 days prior to arrival: 80% of the rental price

Substitute lessees: the lessee has the right to propose a substitute lessee, who must be solvent and acceptable to the lessor. The

substitute lessee shall enter into the agreement subject to the existing conditions. The lessee and the substitute lessee shall be jointly and severally liable for the rent.

The calculation of the cancellation fee shall be governed by the date of arrival of the notification at the lessor's premises or at the accounting office (if this occurs on Saturdays, Sundays or public holidays, the next working day shall count).

If the lease is broken off prematurely, the full rent shall remain due.

7. Late arrival, early departure

The guest is responsible for his own arrival. In case of late arrival due to disruptions and obstructions in public and private transport (including rail and air), etc., as well as personal reasons, no refund will be made. In case of early departure, the full amount remains due.

8. Force majeure, etc.

If force majeure (environmental disasters, acts of God, officially imposed measures, etc.), or events which cannot be foreseen or averted prevent part or all of the leasing arrangement, the lessor is entitled (but not obliged) to offer an equivalent property to the lessee, whereby claims for compensation are excluded. If it is impossible to provide all or part of the service, the paid amount or the relevant proportion thereof shall be refunded, to the exclusion of any further claims.

9. Liability

The lessor shall ensure that the reservation is correct and that the agreement is performed in conformity with the terms thereof. For damage other than injury to persons, the liability shall be limited to twice the rent, unless gross negligence or intent are involved.

Liability shall be excluded for omissions on the part of the lessee or co-user, omissions by third parties which cannot be foreseen or averted, force majeure or events which the lessor, keyholder, intermediary or other persons called in by the lessor could not foresee or avert, even though due care was taken.

The lessee shall be liable for all damage which is caused by himself or by the co-users; the fault shall be assumed.

10. DATA PROCESSING ZERMATT TOURISM AND BONFIRE AG

Your booking data is also processed as follows:

Your booking data (e.g. title, first name, last name, nationality, language, e-mail address, mobile telephone number, postal address, number of persons, arrival date, departure date, number of nights of stay and any visitor's tax exemption) are forwarded to Bonfire AG and Zermatt Tourism (either by us or via our electronic booking system).

Your booking data is recorded in a central database by Bonfire AG and/or Zermatt

Tourism. If accommodation providers take part in Zermatt Tourism e-mail marketing, the guest data is likewise stored with the third-party provider «Salesforce» and used as part of the business relationship between the accommodation provider and the guest.

Your booking data is processed exclusively in Switzerland and the EU.

Based on this, Zermatt Tourism settles the visitor's tax owed and collects the corresponding amount from the service partners.

Zermatt Tourism also reports information to the Federal Statistical Office.

Bonfire AG and Zermatt Tourism grant the police access to the database with booking data so that the police can access relevant booking data for missing persons, for example.

Zermatt Tourism uses the booking data to collect statistics (in particular regarding occupancy, length of stay, number of arrivals, etc.).

The legal basis for this data processing is the fulfilment of a legal obligation within the meaning of Art. 6 para. 1 (c) GDPR (billing and collection of visitor's tax/reporting to the Federal Statistical Office) and in the sense of Art. 6 para. 1 (f) GDPR (granting access to the police/collection of statistics).

Your booking data is only used for direct marketing purposes (e.g. newsletter distribution) if you have given us your consent for this.

More information on the processing of your data by Zermatt Tourism or Bonfire AG can be found in the Zermatt Tourism privacy policy:

<https://www.zermatt.ch/en/Media/Zermatt-Tourism-privacy-policy>.

11. Applicable law and place of jurisdiction

Swiss law shall be applicable. It is agreed that the locality where the leased property is situated shall be the exclusive place of jurisdiction.

Randa, 22. Juni 2023