

Bergkultur GmbH is an agency acting on behalf of the owner (mandate contract).

Upon receipt of payment, the rental agreement is concluded. Please read the provisions listed.

1. Rental purpose, conclusion of contract, terms of payment

The rental property may only be used for private holidays. Any commercial or other use is excluded. With their payment, tenant confirms that they are capable of entering into transactions in accordance with the laws of their country of residence and are at least 18 years of age. 100% of the rent and any deposit are payable in advance. If the rent and/or the deposit is not received by the landlord by the agreed date, the landlord may rent the property to another party. The tenant acknowledges that the property may only be inhabited by the persons named in the registration system. Subletting, assignment of the rental, or allowing the rental property to be used by persons other than those named in the registration system is excluded.

2. Ancillary costs

The ancillary costs (such as electricity, gas, heating, etc.) are included in the rental price, unless otherwise expressly stated. Additional costs not included in the rental price will be charged at the end of the rental period and must be paid before departure.

3. Deposit

The landlord may require the payment of a damage deposit. This will be listed on the invoice. The deposit will be used as initial cover for damages. These will be charged against the deposit upon termination of the rental agreement.

4. Prices

The prices are in Swiss Francs (CHF) and may vary. We rent out holiday properties from CHF 75 per night.

5. Arrival, handover of the rental property; complaints The rental property will be handed over to the tenant in a clean as specified in the contract. Otherwise, the assumption is that the rental property has been handed over in perfect condition.

If the tenant fails to take possession of the property on time or at all, the entire rental price remains due. The tenant is responsible for arriving on time. Any travel obstacles (such as traffic congestion, closed roads, etc.) are their responsibility. If arriving from abroad, the tenant will make themselves aware of the requirements to enter Switzerland.

The landlord or keyholder is entitled to request identification from persons checking in to verify their identity. Persons who are not listed by name in the registration system may be asked to leave. The entire rental price remains payable.

6. Housemates and guests

The tenant is responsible for ensuring that any housemates, including guests, comply with the obligations of this contract.

7. Careful use

The rental property may be occupied by no more than the number of persons (including children under the age of 16) listed in the registration system. Pets (including dogs, cats, birds, reptiles, rats, ferrets, guinea pigs, hamsters, etc.) are not allowed unless expressly agreed with the landlord. Please note that there may be an additional cost if you bring a pet. The registration of your pets is mandatory.

The tenant agrees to use the rental property with care, to comply with the house rules, and to be considerate of the other building residents and neighbours. In the event of any damage, etc., the landlord/keyholder must be informed immediately. Assignment of the rental, subletting, etc. are not permitted. If tenants, housemates, or guests violate the obligations of careful use in a blatant manner or if the house is occupied by more than the contractually agreed number of people, the landlord/keyholder can cancel the booking without refund if an initial written warning is ignored. In this case, the entire rental payment remains payable. Subsequent claims for damages are reserved.

8. Return of the rental property

Check-in time 4 pm. Check out time 9:30 am.

The rental property and its contents must be returned on time and in good condition. The rental property must be cleaned before return. This obligation shall be waived only if expressly agreed with the landlord. If the final cleaning is included in the rental price or has been additionally agreed, the tenant is nevertheless responsible for cleaning the kitchen equipment, including crockery and cutlery. If the rental property is returned in an uncleaned or insufficiently cleaned condition, the landlord may arrange for cleaning at the expense of the tenant.

The tenant is liable for any and all damages and missing contents.

9. Cancellation and early return of the rental property

The tenant may cancel the agreement at any time under the following conditions:

- If they cancel more than 4 weeks in advance of the arrival date, they will owe 15% of the rental price
- If they cancel more than 1 day in advance of the arrival date, they will pay 100% of the rental price.
- If they fail to take possession of the property, they forfeit 100% of the rental price

Decisive for the calculation of the cancellation fee is the receipt of the notification by the landlord or the booking office during normal office hours between 09:00 and 17:00 (for arrivals on Saturdays, Sundays and public holidays, the next working day applies; the holiday regulation and time zone at the landlord's or booking office applies). This provision also applies to communications by e-mail, SMS, websites, fax, voicemails, etc. The tenant has the right to prove that the landlord has suffered less damage than that claimed as a result of the cancellation.

Replacement tenant: the tenant has the right to propose a replacement tenant. This must be reasonable for the landlord and also be solvent. The landlord must expressly agree to the replacement tenant. They shall enter into the contract under the existing conditions. The tenant and replacement tenant are then jointly and severally liable for the rent.

In the event of an early return of the rental property or termination of the rent, the entire rent remains owed. The tenant has the right to prove that the landlord was able to re-let the property or otherwise saved in expenses as a result of the cancellation.

If the rental agreement is cancelled or the rental property is returned early, the landlord is under no obligation to actively seek a replacement tenant.

9. Force majeure, etc.

If force majeure (environmental disasters, natural disasters, official measures, etc.), unforeseeable or unavoidable events prevent the rental or its continuation, the landlord is entitled (but not obliged) to offer the tenant an equivalent replacement property in return for a waiver of any claims for damages. If the replacement cannot be provided at all or in full, the amount paid or the corresponding portion will be reimbursed in return for a waiver of any further claims.

10. Liability of the tenant and guarantees

The tenant is liable for all damages they or their housemates or guests cause; it will be assumed that such damages are the tenant's fault. If damage is found after the rental property has been returned, the tenant is also liable, provided that the landlord can prove that the tenant or their housemates or guests caused the damage.

11. Liability of the landlord

The landlord guarantees a proper reservation and fulfilment of the contract. The liability of the landlord is excluded to the extent permitted by law. In particular, liability is excluded for acts and omissions on the part of the tenant (including housemates and guests), unforeseeable or unavoidable omissions by third parties, force majeure or events that the landlord, keyholders, intermediaries or other persons engaged by the landlord could not foresee or avert despite due care. Descriptions of infrastructure and tourist facilities such as swimming pools, tennis courts, public transport, mountain railways, slopes, shop opening hours, etc. are purely for information purposes and do not constitute any guarantee by the landlord under any legal title.

12. Data protection

The landlord is subject to the Swiss Data Protection Act and will process all data in accordance with these regulations. The landlord will process the data it receives in accordance with the legal requirements (possibly with a third party company) and, if necessary, transmit it to the keyholder, etc., so that the contract can be properly fulfilled. The landlord can inform the tenant about its offerings in the future. If the tenant does not want to receive these communications, they can contact the landlord directly. The respective information will contain a corresponding notice of termination of this service. In

accordance with local legislation, the landlord and/or keyholder may be obliged to register the tenant and their housemates with local authorities. The landlord reserves the right to transmit the data of the tenant, their housemates and guests to the competent authorities in order to pursue legitimate interests or in the event of suspicion of a criminal offence or to commission third parties to enforce its rights.

If there are any questions about data protection, the tenant will contact the landlord directly.

Supplementary Agreement to the Furnished Residence Rental Agreement for Private Use of the Wi-Fi Service

The wi-fi can be accessed by entering a code.

- The tenant assumes responsibility for ensuring that all housemates or guests will adhere to this user agreement and hereby indemnifies the landlord against any and all claims such as may arise.
- The tenant confirms acceptance of the landlord's disclaimer of liability contained herein also on behalf of their housemates. Tenants and roommates are hereinafter referred to as "users".
- The use is subject to payment and limited to the duration of the tenant's presence in the apartment/holiday home. The landlord cannot assume any liability for the actual availability of internet service. The code may not be disclosed to third parties. The code will expire after a certain time. A new code can be requested. Relevant information can be obtained from the landlord.
- By issuing the code, the landlord assumes no obligations whatsoever. Use of the wi-fi and internet service is in accordance with the technical possibilities. In particular, the user has no claim to use the wi-fi in any particular way or for any particular duration. The service may be used only to the extent customary during a holiday stay. In the event of commercial and/or excessive use, the landlord may block wi-fi access.
- This excludes any liability for warranty and damages, etc. In particular, no liability is assumed for the content of websites accessed or files downloaded. Furthermore, no liability is assumed for any malicious programs (such as viruses, etc.) downloaded while using the wi-fi. The user expressly acknowledges that the wi-fi only allows access to the internet, but does not contain any virus or firewall protections. The user is responsible for these. The data transfer is not encoded. The user must provide the appropriate protections.
- The access to pages with illegal content and the download of illegal or immoral content are prohibited.
- The user is expressly prohibited from using the wi-fi to upload or otherwise distribute illegal, immoral or copyrighted content.
- Any misuse of the wi-fi, in particular any use that may have adverse legal consequences for third parties or the landlord and any interference with the WLAN device (software such as hardware), is prohibited.

- Should the landlord be exposed to claims from third parties for any reason due to the user's use of the wi-fi, the tenant agrees to hold the landlord harmless in this regard.
- If the terms of use are violated or if a violation is suspected, the use of the wi-fi can be blocked at any time without giving reasons. Any liability for data loss is expressly excluded.
- In the event of reasonable suspicion of a criminal offence, the landlord is entitled to inform the competent authorities about the tenant and/or the user (including their addresses). Furthermore, at the request of the authorities, the landlord is entitled to provide them with the personal details including the address of the tenant and/or the users.