

## **General Terms & Conditions**

### **Turrabuel, a company of Tonag AG, Zug**

#### **1. General information**

The general contractual conditions form an integral part of the contract concluded by and between you (hereinafter also referred to as the 'contracting party') and us, the provider Turrabuel, a company of Tonag AG, Bahnhofstrasse 10, 6302 Zug, (hereinafter referred to as 'Turrabuel').

#### **2. Reservation and conclusion of the contract**

2.1 By placing your verbal, written (incl. email) or electronic (incl. internet) reservation, you conclude a contract with Turrabuel. From this point, the rights and obligations arising from the reservation and these general contractual conditions will take effect for you and Turrabuel. You will receive immediate written booking confirmation/invoice from Turrabuel.

2.2 If the booking confirmation/invoice differs from the description available at [www.turrabuel.ch](http://www.turrabuel.ch), you acknowledge with your deposit the conclusion of the contract based on the booking confirmation/invoice. Please note that you are booking an apartment category, not a specific apartment.

2.3 If no deposit or transfer of a recognised payment confirmation is received within the time limit specified in the booking confirmation/invoice, Turrabuel may freely dispose of the reserved property.

2.4 Turrabuel is happy to accept special requests that you make as a non-binding request. No legal entitlement to fulfilment of this request exists unless it is confirmed by Turrabuel in writing.

#### **3. Services/prices**

3.1.1 The published prices apply until the website is updated. Subject to para. 3.5 ('Price changes'), the prices valid at the time of booking apply. If there are several similar apartments with the same number of rooms and persons and the same prices in one building, only one apartment of this category is listed on [www.turrabuel.ch](http://www.turrabuel.ch) and in the price list. Special promotions are not always valid for all apartments in the same category.

3.1.2 The rental price does not include the cost of a space in the underground car park. This is listed separately in your booking confirmation/invoice.

3.1.3 The minimum rental period is stated on the applicable price list.

The apartments can generally be reserved on a daily basis for a minimum stay of three days. Exceptions are possible on request and with written confirmation from Turrabuel.

3.2 The infrastructure operations (means of transport, shops, restaurants, sports facilities and equipment of the same, etc.) specified in the brochure, on the website and in the booking/travel documents do not form part of our service obligation. These operations are responsible for their business hours, etc. The same applies to public and private utility companies (water and electricity). Information about climatic conditions does not constitute an assurance. Any information, notification and due diligence obligations applicable to us remain unaffected.

### 3.3 Payment

The rental amount for the booked rental property is payable before travel commences as follows:

50% of the rental amount of the reserved rental property is payable in advance within 10 days of the booking. The remaining balance must be settled with Turrabuel no later than 14 days before start of the rental period. For short-term reservations of less than 30 days before arrival, the total rental price is due at the time of booking and

must be transferred to Turrabuel. If the remaining balance – or the total rental price in the case of short-term reservations – is not paid on time, Turrabuel may refuse to provide the services.

### 3.4 Cancellation

If you cancel your reservation, we charge the following cancellation fees:

- up to 43 days before arrival, 10% of the rental price
- 42 to 29 days before arrival, 70% of the rental price
- from 28 days to the day of arrival, 100% of the rental price

The relevant reference date is the date on which Turrabuel receives your written cancellation by email at: [info@turrabuel.ch](mailto:info@turrabuel.ch). The total invoice amount is owed if the property is not accepted, or if it is accepted late. We recommend that you take out additional travel insurance. Claims under an insurance policy can be asserted against the insurer only by the insured person.

In the event of travel restrictions, border closures, quarantine requirements, facility closures (mountain railways) or similar in connection with a pandemic (such as Covid-19), the rent you have paid cannot be refunded. In these cases, however, we will offer you as a gesture of goodwill to postpone your booking to another period in the low season; the low season is understood to be the months of May and June, as well as from mid-August to mid-December.

### 3.5 Price changes

The property descriptions and price calculations have been made with due care. Nevertheless, we cannot completely rule out the possibility of changes to services and/or prices. These will be communicated when you receive your valid booking confirmation/invoice.

Changes to services after conclusion of the contract are unlikely, but they cannot be ruled out completely. If there is a significant change to a material contractual point, you have the right to withdraw from the contract at no cost within five days of receipt of the notification. Payments already made will be refunded immediately.

### 3.6 Changes to service, substitute rent and termination of the contract

Turrabuel is entitled to terminate the contract before or during the rental period if unforeseeable or unavoidable circumstances render transfer of the rental property impossible, place the tenant or the property at risk, or impair the provision of services to such an extent that execution of the contract is no longer reasonable. In the event of notification before your departure, we shall of course strive to provide at least an equivalent rental property within 10 days, if we are able to offer you such a property from our range at no extra charge. Turrabuel is not liable for damages in any of the cases mentioned under para. 3.6.

## 4 Occupancy

The rental property may be occupied only by the specified number of persons (including children and infants). If the property is over-occupied, Turrabuel is entitled to refuse to hand over the keys or to immediately withdraw the keys during the holiday.

## 5 Tenant obligations

### 5.1 Duty of care

The rental property must be used with due care. The local house rules apply, and consideration must be given to neighbours (noise, behaviour) in particular. Please note that all apartments are non-smoking.

### 5.2 Kitchen cleaning

Cleaning of the kitchen equipment and appliances, crockery and cutlery is the responsibility of the tenant and is not included in the final cleaning.

### 5.3 Liability for damages

If the tenant or co-users cause(s) damage, it must be reported to Turrabuel's management team. The tenant is liable for any damage caused by themselves or their co-users. The same applies if the apartment cannot be handed over to the next tenant.

#### 5.4 Dogs

Your four-legged friends are welcome at Turrabuel. We naturally assume that they are house-trained and not dangerous. Please also think of the next tenants: Seating and beds in Turrabuel properties should be used only by people.

Please note that leads must be used within the villages and in the vicinity of cross-country ski trails. We ask that you keep your dog on a lead in Turrabuel's public indoor and outdoor areas.

#### 6 Duty to report defects and deadline for filing claims

If the property is not in a contractual condition, or if you suffer damage, this must be reported to Turrabuel's management team without delay. If the defect is not reported immediately when the rental period starts, it is assumed that the property is free from defects. The same rules apply if the defects occur during the rental period. External circumstances and specific regional situations, such as unfavourable weather conditions or the state of public unsurfaced roads, do not constitute grounds for compensation claims.

#### 7 Turrabuel's liability

Statutory liability for damages other than personal injury (e.g. property damage and financial loss) is restricted to the rental price (whereby the claims of all persons involved are counted). If international agreements or national laws apply to Turrabuel's services

that further restrict or exclude liability, these agreements or laws apply. Turrabuel is not liable if the damage is attributable to the following causes:

- Your or your co-user's actions or omissions
- Unforeseeable or unavoidable negligence by third parties not involved in provision of the contractual services
- Force majeure or events that Turrabuel was unable to foresee or prevent despite exercising all due care
- Damage and losses due to burglary
- Damage and losses in the underground car park
- Public access roads and resulting personal injury or property damage Liability for auxiliary persons is expressly excluded. These provisions apply analogously to non-contractual liability.

#### 8 Ombudsman

You may consult the Swiss travel industry's ombudsman ([www.ombudsman-touristik.ch](http://www.ombudsman-touristik.ch)) before a judicial dispute, or in the case of legal questions connected with this contract. The ombudsman will seek a fair and equitable solution to any kind of problem between you and Turrabuel or an agent with whom you booked the trip.

#### 9 Limitation period

Compensation claims against Turrabuel, except for contractual claims, become time-barred within one year. The limitation period commences on the day following the end of the rental period.

#### **10 Choice of law and place of jurisdiction**

The relationship between you and Turrabuel is subject to Swiss law. You may institute legal proceedings against Turrabuel only in Zug. Turrabuel may sue you at your place of residence or in Zug.

Valid from 1.02.2021