



CHALET D'EN HAUT

GENERAL CONTRACTUAL PROVISIONS

1. Purpose of the lease, conclusion of the contract, terms of payment

The rented item is to be used exclusively for private holidays.

In signing this document, the tenant confirms that he enjoys the full exercise of his civil rights, that he is at least 18 years of age and that he is duly authorised to conclude contracts under the legislation of his country of residence. The down payment, the payment of the final balance and a possible security deposit are included in the contract binding the tenant to the landlord. This contract shall be concluded once it reaches the landlord after having been signed by the tenant.

If the signed contract does not reach the landlord by the fixed date, the landlord may, without further notice or liability for compensation, otherwise dispose of the rented item. If the landlord does not receive the final balance and/or the security deposit by the fixed date, the landlord may, after a short grace period, rent the item elsewhere without liability to pay compensation. However, the landlord may also demand that the contract be carried out.

The tenant acknowledges that the rented item may only be inhabited by the persons named in the contract. Subletting, assignment of the lease or leaving the rented item in the care of persons other than the cohabitants named in the contract are not permitted.

2. Ancillary Costs

Ancillary costs (electricity, gas, heating, etc.) are included in the rent in the sense that they are explicitly stipulated in the contract.

3. Security Deposit

The landlord may require a security deposit. This is included in the contract. The security deposit is intended to cover additional costs and (subsequent) cleaning costs, as well as damages/claims for compensation, etc. The security deposit will be settled at the end of the lease contract. If the amount to be covered by the security deposit cannot yet be determined at that time, or if the tenant refuses to

pay it, the landlord, or the key custodian acting on the landlord's behalf, may refund the security deposit or a part thereof. In this case, the landlord will draw up a final invoice for the tenant once the amount has been definitively fixed and will either pay or transfer any potential final balance to the tenant. Transfer fees will be at the tenant's expense. The final balance in favour of the landlord is payable within 10 days following receipt of the invoice by the tenant (all transfer costs will be borne by the tenant). The landlord's claim is not limited to the amount of the security deposit.

4. Arrival, handing over of the rented item, complaints

The rented item will be handed over to the tenant in clean and orderly condition in accordance with the contract. If any damages are discovered when the rented item is handed over or if the inventory is incomplete, the tenant is required to immediately notify the key custodian/landlord. Failing this, the rented item shall be considered to have been handed over in perfect condition.

If the tenant takes possession of the rented item later than agreed or even not at all, the full rent is still due. It is the tenant's responsibility to arrive punctually. He also takes responsibility for possible delays (traffic jams, closed roads, etc.). If the tenant is arriving from abroad, he must inform himself in good time of the conditions of entry into Switzerland.

The landlord or the key custodian is authorised to ask people for identification documents to verify their identity. Persons not named in the lease contract may be evicted. The rent shall remain due in full.

5. Flatmates and guests

The tenant shall ensure that his flatmates as well as his guests respect the obligations set out in this contract; he shall assume responsibility for this.

6. Careful use

The number of persons mentioned in the contract (including children under 16 years of age) is the maximum numbers of occupants permitted in the rented item. Pets (in particular dogs, cats, birds, reptiles, ferrets, guinea pigs, hamsters, etc.) are prohibited, unless the landlord has expressly agreed otherwise. The tenant undertakes to use the rented item with care, to respect the internal rules and to be considerate with the neighbours. The landlord/key custodian must be informed immediately of any damages.

Assignment of the lease, subletting, etc. are prohibited.

If the tenant, his flatmates or his guests flagrantly violate the commitments of careful use, or if the flat is occupied by a larger number of people than agreed upon in the contract, the landlord/key custodian may terminate the contract without notice or compensation once a formal written notice has proved unsuccessful. In that case, the rent is still due. All other claims and demands for compensation are reserved.

7. Return of the rented item

The rented item must be returned in good condition and on time, together with the entire inventory. The final cleaning is included in the rent; however, the tenant is still required to clean the kitchen equipment, as well as the dishes and cutlery. He is also required to dispose of garbage in the village sorting centres using the taxed bags provided for this purpose. The tenant shall be obliged to compensate the landlord for any damages, missing items in the inventory or failure to clean as stipulated above.

8. Cancellation and premature return of the rented item

The tenant may terminate the contract at any time subject to the following conditions:

- Up to 30 days before arrival: 50% of the rent,
- From 30 to 0 day(s) before arrival, no-show: 80% of the rent.

Receipt of the notice of departure by the landlord or the reservation office during normal office hours between 9:00 a.m. and 5:00 p.m. shall determine the calculation of the cancellation fees (should the notice arrive on Saturday, Sunday or on a public holiday, the next working day shall be binding; the public holiday regulations and the time zone of the reservation office and/or the landlord's office (residence) shall be binding).

This regulation also applies to correspondence via e-mail, text message, Internet, fax, etc. or left on an answering machine. The tenant is responsible for proving that the landlord has suffered fewer damages as a result of the cancellation.

Replacement tenant: the tenant has the right to propose a replacement tenant. This person must be solvent and is subject to approval from the landlord. The landlord must expressly accept the replacement tenant. He shall take over the contract under the same conditions. The tenant and the replacement tenant are jointly and severally liable for the payment of the rent.

Should the rented item be returned early or payment of the rent suspended, the rent shall remain due in full. The tenant is responsible for proving that the landlord could re-let the item or has made savings. The landlord is not required to actively seek a replacement tenant should the lease agreement be cancelled, the rented item returned early or payment of the rent suspended.

9. Force Majeure, etc.

If acts of *force majeure* (natural disasters, natural elements, etc.), administrative measures or unforeseen or unavoidable events prevent either the lease or its continuation, the landlord may (but is not required to) offer the tenant an equivalent replacement item to the exclusion of any claims for replacement. If all or part of the service cannot be provided, the amount paid or the part corresponding to the services not provided will be refunded to the exclusion of all other claims.

10. Liability of the tenant

The tenant is liable for all damages caused by himself or his flatmates and guests; fault will be presumed. If damages are discovered after the return of the rented item, the tenant is also liable in as much as the landlord can prove that the damage was caused by the tenant (or his flatmates or guests).

11. Liability of the landlord

The landlord shall be liable for the reservation and the proper execution of the contract. The landlord's liability is excluded in accordance with the provisions of the law. In particular, liability is excluded for the acts and breaches of the tenant (including those of his flatmates and guests), unforeseeable or unavoidable breaches of duty by third parties, *force majeure* or events which the landlord, the key custodian, the intermediary or other persons called in by the landlord could not foresee or avoid despite due diligence. Descriptions of tourist infrastructure or facilities such as swimming pools, tennis courts, public transport, ski lifts, slopes, opening hours of shops, etc. are provided for informative purposes only and are not legally binding on the landlord.

12. Data Protection

The landlord is subject to the Swiss Data Protection Act and shall process data in accordance with its provisions. The landlord shall process the data communicated to him in accordance with the legal guidelines (possibly via a third party company) and, if necessary, shall pass it on to the key custodian, etc. so that the contract can be properly fulfilled. Under local legislation, the landlord and/or the key custodian may be required to disclose the identity of the tenant and his flatmates to the local authorities. In order to defend its legitimate interests, or for any alleged offences, the landlord reserves the right to communicate the tenant's contact details as well as those of his flatmates and guests to the competent authorities or to third parties in order to assert its rights.

If the tenant has any questions about data protection, he can contact the landlord directly.

13. Applicable law and jurisdiction

Swiss law will apply. The exclusive place of jurisdiction is that of the rented item's domicile. **Subject to any other applicable legal provisions.**

SUPPLEMENTARY AGREEMENT TO THE LEASE CONTRACT FOR A FURNISHED HOLIDAY FLAT / FURNISHED HOLIDAY HOME FOR PRIVATE USE CONCERNING THE USE OF WLAN

A code must be entered in order to use the WLAN. This code will only be communicated to tenants who accept this user agreement and sign it:

- The tenant shall guarantee that the conditions laid out in this user agreement shall be respected by all the occupants of the holiday rental property. Should this agreement be breached, he shall release the landlord from all claims resulting therefrom.
- The tenant confirms that he also accepts and signs on behalf of all the occupants the disclaimer of the landlord's liability contained in this declaration. The tenant and all the occupants shall collectively be referred to as "the user" hereinafter.
- Use is free of charge and limited to the duration of the stay in the holiday flat/holiday home. In this context, the landlord cannot guarantee the availability of Internet access. Furthermore, it is strictly forbidden for the user to communicate the code to third parties. This code shall become inoperative after a certain period of time. A new code can then be requested. More information on this can be obtained from the landlord.
- In handing over the code, the landlord assumes no obligations. Use is subject to technical possibilities. In particular, the user may not assert any right to use the WLAN in any specific way or for any specific period of time. The use must remain within the framework of what is usual during a holiday stay. In case of professional and/or excessive use, the landlord is entitled to block access to the WLAN.
- All warranty liability and compensation, etc. are hereby excluded. In particular, no liability is assumed for the content of accessed websites or downloaded data, nor for any malware (viruses, etc.) associated with the use of the WLAN. The user expressly acknowledges that WLAN only provides access to the Internet but does not include any anti-virus or firewall software. It is the user's responsibility to ensure protection in this respect. The data transfer is done without coding. The user must ensure that he protects himself accordingly.

- Accessing websites with illegal content and downloading content that is contrary to the law or common decency is prohibited.
- The user may not use the WLAN to download or otherwise distribute content that is contrary to the law, common decency or copyright.
- All forms of misuse and/or intervention in the WLAN equipment (software or hardware) are strictly prohibited, in particular those that could be harmful to third parties or the landlord.
- If for any reason whatsoever the landlord has to meet third party claims in connection with the user's WLAN use, the tenant undertakes to indemnify the landlord and to release the landlord from any liability in this respect.
- In the event of proven or suspected non-compliance with the terms of use, access to the WLAN can be blocked at any time without providing explanation. Any liability for loss of data is expressly excluded.
- Should there be well-founded suspicions of infringement, the landlord shall be entitled to inform the competent authorities by naming the tenant and/or user (including his address). Furthermore, at the request of the authorities, the landlord is entitled to provide them with the contact details, including the address, of the tenant and/or user.