

General terms of contract

1. Contract conclusion and terms of payment

The contract will come into effect when the signed rental agreement has arrived at the owner at the stated date. For the correct mailing address, see rental contract. Conditions for down payment and remaining amount are stated in the contract. In case the signed contract does not arrive on or before the date stated in the contract, the owner has the right to rent out the object otherwise.

2. Accessory charges

Costs for electricity, water and heating are included in the stated leasing rate. Other related costs are to be settled before departure. Public dues such as visitor's tax are not included in the leasing rate and have to be paid separately.

3. Transfer of the rented object, complaints

The apartment will be handed over in clean condition. Please report any inoperative equipment immediately. No refunds or rent deductions will be made due to failure of appliances or equipment. Should there be other deficiencies or the inventory is incomplete, the tenant should inform the owner immediately, otherwise the place will be considered immaculate. Should the tenant arrive later than agreed on in the contract or not at all, the full leasing rate will be charged.

4. The tenant is obligated to treat the rental object with due care and to be considerate towards other occupants. Should damages occur, the owner or key holder is to be informed immediately.

Guests agree that no more than the number of people stated on the lease agreement shall occupy the premises.

Guests certify that they have read carefully the limitations placed on the number of persons permitted to occupy the premises and agree to abide by such limitations. If not, guests will be asked to vacate the property which will result in loss of total rental deposits with no refund.

5. Check out procedures

The property and inventory is to be returned in orderly condition. The guest is liable to pay compensation for any damages and/or missing inventory.

6. Cancellation

The guest can withdraw the reservation under the following conditions:

- up to 42 days prior to arrival date: Fr. 100,- administration fee
- 41 – 10 days prior to arrival date: 50% of the leasing fee
- 9 – 0 days prior to arrival date: 80% of the leasing fee

The cancellation charge is calculated on the arrival of the notification to the owner. Premature departure requires full payment of the agreed timespan.

Guest is allowed to suggest another tenant for the time of the rental agreement. This prospective tenant must accept the existing contract. Both, guest and new tenant are liable for payment of the lease.

7. Higher forces

In case higher forces (environmental disaster, force of nature, official decrees etc.) or other unpreventable incidence prohibit the lease or continuation of the lease, the owner has the right but not the obligation to offer the tenant an equivalent alternative. Does he not have the capacity to render this service in full extent, the guest will be fully or partially reimbursed under exclusion of any further demands.

8. Limitations of Liabilities

The owner is committed to correct reservation and its implementation in accordance with the agreement. Liability is limited to twice the agreed leasing rate for other than damage on persons unless gross negligence or any deliberate act occurs. Liability of the owner is ruled out in case of failures or negligence on the part of the tenants, unforeseeable or unpreventable failures of a third person, of higher forces or events that the owner or the key holder or other persons authorized by the owner could not foresee or avert despite all applicable diligence and care.

The tenant is liable for all damages caused by himself and his cohabitants. Guests are responsible for the property, its contents, and themselves during occupancy.

9. Applicable law and place of jurisdiction

Swiss law is applicable. Place of jurisdiction is Bern.