
General contractual provisions

1. Conclusion of the contract and terms of payment

The contract which binds the tenant to the lessor is concluded when the amount of the rent stipulated in the contract reaches the landlord. If the amount does not reach the lessor by the fixed date, the landlord may, without any other form of notification or indemnification obligation, otherwise dispose of the object of the lease.

2. Duration of the lease

The duration of the lease can not be extended without the express authorization of the lessor. Any tacit renewal within the meaning of article 266 of the Federal Code of Obligations being excluded.

3. Fees

Expenses (such as electricity, gas, heating, etc.) are included in the rent in the sense that they are explicitly stipulated in the contract.

4. Insurance

The tenant agrees to subscribe personally all the necessary insurance to his stay, in particular a liability insurance.

5. Deposit

A deposit is required as security for any deprecations to the cottage, its equipment (furniture, appliances, electronics, computer, etc ...) or any additional cleaning costs. This will be returned within 10 days after the end of the rental and subject to reimbursement of any damage or costs.

6. Delivery of the rented object – claims

The rented property is returned to the tenant in a state of good cleanliness and in accordance with the contract. If damage is found at the time of delivery of the rented property or if the inventory is incomplete, the tenant is required to immediately notify the manager of the keys / lessor. Otherwise, the rented property is deemed to have been returned in perfect condition. If the tenant takes late possession of the rented property, or not at all, the full amount of the rent remains due.

7. Occupancy precautions

The premises are rented as a holiday accommodation destination, to the exclusion of any other use; the tenant can not sublet them without express request to the landlord.

The tenant wishing to stay with elderly, disabled or allergic to the obligation to inform themselves of the facilities of access, configuration or equipment of the premises before the conclusion of the lease.

The tenant is obliged to use the rented property with care, to respect the rules of internal order and to take into consideration the neighbourhood.

The person responsible for the keys / lessor must be informed immediately of any damage or other.

The rented property can only be occupied by the maximum number of persons specified in the lease contract.

The tenant is obliged to ensure that other roommates comply with these contractual provisions.

If the tenant or roommate grossly neglects the duty of care in the use of the rented property or if the latter is occupied by a number of persons higher than the maximum contractually agreed number, the manager of the keys / landlord may terminate the agreement lease without delay and without compensation.

An extraordinary cancellation can also be made with immediate effect during the rental in the following cases:

- No payment of the rental or deposit in time.
- Non respect of the present general conditions.
- Police complaint.
- In case of theft, fraud, breach of trust or other serious offenses.

8. Animals

Animals are not allowed.

9. Smoke

The cottage is a non-smoking area.

10. Visit of the premises

The key holder / lessor reserves the right to visit the rented premises at any time in agreement with the tenant.

11. Delivery of the rented property

The leased property must be returned at the end of the lease contract in perfect order and in accordance with the inventory of departure. On the day of departure, the kitchen should be tidy (cleaning of the kitchen equipment is the tenant's business and not included in the final cleaning), the refrigerator emptied and the waste disposed.

The tenant is required to spontaneously announce any deprecations to the chalet or its equipment.

The tenant is obliged to compensate any damage and missing items to the inventory.

12. Cancellation

The tenant makes a private insurance against cancellations.

In case the cancellation by the renter reaches more than 90 days before the beginning of the stay, there is no deduction (free). The total amount is returned, after deduction of transaction fees.

However, in the cases of cancellation below, the following deductions are made :

- Cancellation reaching the lessor between 89 and 29 days before the start of the stay, 50% of the rental price will be due, after deduction of transaction costs;
- Cancellation reaching the lessor between 28 days and the beginning of the stay, 100% of the rental price, all of which will be due, after deduction of transaction costs.

If the tenant does not take possession of the rented premises, he is nonetheless obliged to pay the full rent for the period provided for in this contract, without being able to claim any reduction, unless the landlord is in possession of the rented premises able to find a replacement. In this case, the lessor is entitled to the expenses incurred in finding the new tenant.

Replacement tenant: the tenant has the right to propose a replacement tenant. This must be acceptable to the lessor and solvent. He takes over the contract under the same conditions. The renter and the renter are jointly and severally liable for the payment of the rent.

In case of interruption of the rent before the planned date, the total amount of the rent remains due.

13. Force majeure, Covid 19 etc...

If the service can not be performed in whole or in part because of force majeure (ecological disasters, forces of nature, measures of public authorities, sale of housing, etc ...), or unforeseeable or unavoidable events that prevent the lease or its continuation, the amount paid or the corresponding part is refunded, without possibility of recourse for damages.

With regard to Covid 19, an exception to the general cancellation conditions of art. 12 will be accepted according to the following criteria, which must be in force at the time of cancellation:

- *Closure of the borders of the customer's country and/or Switzerland.*
- *Confinement or period of isolation imposed in the city or country of origin of the customer.*
- *Traffic restriction imposed by the customer's country of origin or Switzerland.*
- *Closure of the resort of Verbier.*
- *COVID-19 contamination or suspicion of contamination (contact case).*

In the event of cancellation under the conditions and for one of the valid reasons above, you will be asked to provide the following proof:

- *Extract from official documents or sites of the Prefecture or the client's country for reasons of containment, traffic restrictions, etc...*
- *Positive test less than one week old or medical certificate, for reasons of contamination.*

2 options will be proposed to you for a valid cancellation related to Covid 19 :

- *Postponement of your stay to a later date without limit of validity, with retention in your favour of the amount of the deposit or the total amount already paid for your stay.*
- *Reimbursement of the deposit or the total amount paid for the stay, less a handling fee of CHF 300.*

14. Liability

The lessor takes care of the reservation and the execution in due form of the contract. In the event of damage other than to the persons, the liability is limited to twice the amount of the rent on the condition that one can demonstrate a serious negligence or an intentional act of the lessor. The liability can not be invoked for any breach of the head of the tenant or a roommate, for any unforeseeable or unavoidable breach by third parties, force majeure or event that the lessor, the key manager, the intermediary or any another person implicated by the lessor could not foresee or avoid despite precautions.

The tenant is responsible for any damage caused by himself or roommates.

15. Applicable law and jurisdiction

Swiss law is applicable. The only competent jurisdiction is the place of the rented property.

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