

General Terms and Conditions



1. General matters

Your contractual partner is HHD AG, Glattbrugg, Switzerland (hereinafter also referred to solely as "HHD").

By booking a trip, you as the traveller acknowledge the following terms and conditions. They supplement the provisions governing the rental of holiday apartments and houses.

2. Conclusion of the travel contract

2.1. The booking can be made in writing, by telephone, by email or online. With your booking, you offer HHD the binding conclusion of the travel contract. The electronic confirmation of receipt by HHD does not at this point represent a confirmation of acceptance of the booking order.

The scope and nature of the services to be provided by HHD under the travel contract are subject exclusively to the HHD brochure description and HHD supplementary information provided to you at the time of booking.

2.2. The travel contract between you and HHD comes into existence once a written booking confirmation has been issued, which will be done without undue delay and within 7 days at the latest. If the person making the booking registers other travellers, this person will be responsible for their contractual obligations to the same extent as his/her own obligations. The Terms and Conditions apply to all travellers.

2.3. If the travel confirmation differs from the content of the booking, this is deemed to be a new offer from HHD to which HHD is bound for 10 days. The contract is concluded on the basis of the new offer, provided that HHD has pointed out the change with regard to the new offer and has fulfilled its pre-contractual information obligations and you declare acceptance by express declaration or by making an advance payment within the binding period of HHD.

2.4. We would like to point out that, according to the statutory provisions of the Swiss Code of Obligations (Art. 40c lit. a OR), you have no right of withdrawal for the services offered. **The statutory rights of withdrawal and cancellation apply (see also Section 6. Withdrawal/compensation/substitute travellers).**

The correction of obvious errors, e.g. due to printing, calculation or attribution errors on the Internet, remains reserved.

2.5. You are not permitted to pass on HHD holiday homes and holiday apartments for use by other persons, whether for a fee or free of charge, nor are you permitted to market them as an organiser with your own pricing.

2.6. We are happy to accept customer requests at the time of booking. However, please note that HHD cannot assume any guarantee for their fulfilment. Special requests, bookings subject to a condition and ancillary verbal agreements are valid only if confirmed by HHD in writing.

2.7. In cases where HHD has acted merely as an intermediary for the booking of services with third-party providers, the terms of business and cancellation of the relevant service providers apply.

3. Payments/travel documents/withdrawal upon default of payment

3.1. The advance payment is 20% of the price of the trip. It is due immediately following receipt of the travel confirmation.

The remaining price of the trip must be paid 4 weeks before the start of the trip. If bookings are made within 4 weeks of the start of the trip, the entire price of the trip is due immediately.

3.2. The complete travel documents will be provided to you in good time.

3.3. If the advance payment and/or residual payment is/are not made according to the agreed due dates and if this does not conflict with any rights on your part, we are entitled to withdraw from the travel contract after sending a reminder and setting a period within which to make payment and to charge you the costs of withdrawal in accordance with these travel conditions (Section 6.2.).

4. Special conditions and notes

4.1. The services offered by us are generally not suitable for **persons with limited mobility**. However, we will be pleased to advise you personally on a case-by-case basis.

4.2. Subsidiary costs on site

Fixed costs (i.e. obligatory subsidiary costs) that must be paid in all cases are included in the price of the booking in accordance with applicable standards or case law. Variable costs that depend on the number of people (including children from the age of 2 years), the composition of the travelling group or on consumption (e.g. visitor's tax, electricity, gas, heating, firewood, water, laundry, etc.) are, in part, paid at the holiday location depending on actual use (e.g. paid to the key holder(s) or owner(s)). As a rule, payment is in cash.

4.3. A reasonable **deposit** may be required when keys are handed over. The deposit is usually made in cash. If credit cards are accepted, this is indicated in the description.

The deposit will be reimbursed on site following the proper return of the holiday property. In some cases, the deposit may be refunded by transfer only after the travellers depart.

Any claims for damages by the property owner shall not be affected by the repayment.

The deposit, the handling of the deposit and the settlement of subsidiary costs on site do not form part of the travel contract with HHD.

4.4. Any information provided in the trip description about **visitor's tax** due at the individual locations may be approximate, as local taxes are regularly adjusted. Depending on the location, costs are expected to be between approx. CHF/EUR 0.50 and CHF/EUR 7.00 per person/day (with a reduced rate for children). The exact amount can be found in the booking confirmation.

4.5. Cleaning of rental properties

Basic cleaning must be carried out by you as the customer, regardless of the final cleaning performed on site. Basic cleaning includes cleaning the kitchenette or similar, washing and clearing away the dishes, disposing of remaining food and all waste, stripping the beds, and sweeping or vacuuming all rooms so that the holiday property can be handed over in a clean and tidy condition.

Final cleaning also includes thorough cleaning of the kitchen/cooking area, bath/shower/WC and wiping the floors. At some properties, you have the option of cleaning the holiday apartment/home

yourself or arranging for the cleaning to be carried out by third parties (e.g. the key holder) in return for a reasonable fee. Information on this can be found in the respective property description.

4.6. The descriptions of the holiday properties indicate whether **bed linen, hand towels and tea towels** are provided, must be brought with you or can/must be rented on site. Corresponding information is also provided at the time of booking or together with the booking confirmation.

4.7. If **additional beds and/or cots** (for children up to the age of 2) are available to order, you can find the corresponding information in the description of the holiday property. Pay attention to whether a cot is included within the maximum advertised number of guests or whether a further person may effectively be accommodated in the property as a result.

4.8. Pets

The property description indicates whether pets (generally only dogs or cats) are permitted and, if so, how many and of what size. In all cases, any pets brought along must be included in the booking, together with details of their type/breed and size.

If pets are not permitted at the holiday property, this does not mean that pets have never been present in the holiday property in the past or that pets are not kept in the immediate vicinity. Neither HHD nor the owner of the holiday properties assume any liability for allergic or asthmatic reactions caused by animals that were previously or are currently present in the holiday properties.

If pets are permitted, all legal and local regulations on keeping and bringing along dogs and cats must be strictly observed in the holiday complexes/properties.

If pets are brought along without permission, HHD may demand that the animals be removed. **The right of termination** to which HHD is entitled under Section 7 remains unaffected.

4.9. The **crockery and cutlery** provided in the holiday homes/apartments are usually complete and sufficient for the number of people booked. Technical household appliances, such as an oven, microwave, dishwasher, coffee machine or washing machine, are available only if expressly mentioned in the description.

4.10. Heating/possibility of heating

Heating is not always provided in holiday apartments and holiday homes in summer travel areas, especially at more southern latitudes. Central heating systems and/or gas, electric, kerosene or wood/pellet fires are generally operated by the travellers. Information on how these work is provided on site.

4.11. TV/TV reception

References to a TV in the property description indicate a colour TV set. If it is possible to access different TV stations (usually in different languages) via satellite or cable, this will be indicated in the text as "satellite TV" or "cable TV".

4.12. **Internet/WLAN/Wi-Fi** is available only if expressly mentioned in the description. We provide no guarantee for the permanent availability, speed, compatibility or security of the Internet/WLAN/Wi-Fi connections. You must therefore ensure sufficient protection of your end devices.

Consumption (data volume) may be limited. In addition, the Internet/WLAN/Wi-Fi networks provided in holiday properties are not primarily intended for business use or similar. If you require a specific level of network performance, we recommend that you enquire about this in advance.

Use of Internet/WLAN/Wi-Fi is at your own risk. The applicable laws must be complied with when using the Internet/WLAN/Wi-Fi. In particular, you are also obliged to inform fellow travellers (including underage travellers) of the need to comply with applicable laws and to carry out appropriate checks. In the event of a culpable breach of your obligations under this section, you shall indemnify us against any associated claims by third parties.

4.13. If **garden/patio furniture** (furnishings) is included in the description, a garden chair may not necessarily be provided for each person. This also applies to sun loungers, which are often available in a limited quantity. For reasons of hygiene, many owners do not provide cushions for sun loungers. Sun loungers and parasols are likewise available only if mentioned in the property description.

4.14. The description of a holiday property indicates whether a **swimming pool** is available at a holiday home or in a holiday complex, usually with an indication of the general, seasonal and, if applicable, daily opening times. The rules for using pool facilities (e.g. mandatory swimming caps) must be followed at all times.

4.15. Duty of care

As a contractual partner, you are entitled to use the holiday property, including furniture and household items (refer to the travel confirmation for the scope of use). You are obliged to treat the holiday property, its inventory and any communal facilities with the greatest possible care. You are also obliged to make good any damage caused during the period of use through your own fault or the fault of your companions and guests. Any damage may be offset against the deposit.

4.16. You are not permitted to bring along or use consumers with a high (charging) load, such as air-conditioning units, mini pools, e-bikes, electric cars, etc., unless otherwise stated in the description of the holiday property.

4.17. In some large holiday complexes, you may be required to wear a form of guest identification, such as a wristband. This should be deemed acceptable from an organisational point of view and enables security checks to ensure the safety of guests in the complex.

4.18. The holiday property must not be occupied and used by more people than indicated in the description and agreed in the HHD booking confirmation. Unless otherwise agreed and confirmed with HHD, the specified **maximum number of persons also includes children and infants**.

Any over-occupancy entitles HHD to recalculate the proportional trip price plus any additional subsidiary costs. HHD's **right of termination** in accordance with Section 7 remains unaffected.

4.19. The **infrastructure operators** specified in the description, travel confirmation and other documents (means of transport, shops, restaurants, sports facilities, public beaches and their facilities, etc.) do not form part of our obligation to

perform. These operators make own decisions on operating times, etc. or are required to follow official regulations. The same applies to public and private utility companies (such as water and electricity providers). Data on climate conditions also does not constitute an assurance. Any duties of clarification, advice and due diligence that apply to us remain unaffected.

4.20. Special offers

In the case of special offers such as "3 for 2" or "7 for 5", percentage price reductions, promotions such as early booking discounts or special offers for families and seniors, it may be necessary to pay variable subsidiary costs for the full duration of the stay.

4.21. The **arrival time** is usually between 4.00 p.m. and 7.00 p.m. on the intended **day of arrival**. If you experience delays during your journey and are likely to arrive late, please inform the key holder in good time. They will then make every effort to ensure you can enter the property later (possibly at a fee). However, this cannot be guaranteed. Any arrival times that differ from the above can be found in your travel documents.

4.22. **Upon arrival**, please provide your travel documents or the booking code/booking confirmation that you received by e-mail to the key holder or property owner. The key handover location upon arrival or when departing may not necessarily be at the holiday home or holiday location. During high season, there may be waiting times at the key transfer points.

4.23. For organisational reasons, it is often not possible to arrange **arrival days that differ** from the date specified in the travel confirmation. In any case, such deviations must be requested with HHD. If an alternative arrival day is possible, HHD will confirm it in writing.

4.24. If you are unable to take over a property as agreed, e.g. due to high traffic volumes or for personal reasons, and there are no unavoidable exceptional circumstances at the destination or in its immediate vicinity that significantly impair the completion of the trip or transport to the destination (as explained in Section 6), you will be liable to pay compensation to HHD as specified in Section 6. The same applies if you leave the property prematurely.

4.25. On the **departure date**, holiday properties must be vacated by 10.00 a.m. at the latest, as detailed in the travel confirmation. They must be cleaned according to the information in the travel confirmation or in accordance with Section 4.5 and handed over in the same faultless condition found on arrival. Any differing departure times can be found in your travel documents.

5. Changes to contractual provisions prior to the start of the journey

HHD is entitled to change the nature of travel services that **do not affect the price of the booking** prior to the start of the contract, provided that such changes are negligible and do not adversely affect the character of the trip and are not brought about in breach of good faith. The Customer will be informed immediately in writing (if necessary, also by e-mail) after the reason for the change has become known.

In the event of a substantial change to the contract, you are entitled to accept the change or to withdraw from the contract free of charge within the period set by us at the time of notification, or to take part in a replacement trip if this has been offered by us. If you have not made a declaration within the deadline specified by

us, the offer to change the content of the contract will be deemed to have been accepted. Any possible warranty claims remain unaffected.

6. Withdrawal/compensation/substitute passengers

6.1. You can withdraw from the trip at any time prior to the start of the holiday. The decisive factor is the time of receipt of the declaration of withdrawal at HHD. If the trip was booked through a travel agent, withdrawal can also be declared to the travel agent. In your own interest, the declaration of withdrawal should be made in **writing**. If you withdraw from the trip before the start of the holiday or do not start the holiday, the entitlement to the price of the booking will be replaced by a claim for appropriate compensation.

If the withdrawal is **justifiable from the perspective of HHD and is accepted by HHD** or if unavoidable, exceptional circumstances occur at the destination or in the immediate vicinity thereof that significantly impair the fulfilment of the trip or the transportation of persons to the destination, the claim for compensation on the part of HHD will lapse.

Circumstances are deemed to be unavoidable and exceptional if they are not subject to the control of the contracting parties and their consequences could not have been avoided even if all reasonable precautions had been taken.

6.2. HHD has set the following flat-rate withdrawal fees based on the period between the date of the announcement of withdrawal and the start of the trip, and taking into account the expected savings on expenses and the expected earnings through other uses of the travel services.

Refer to your **travel confirmation/booking overview for the applicable flat-rate claim of HHD to compensation**.

As a rule (as at 1/11/2024), the compensation is:

- 10% of the price of the booking up to 60 days before the start of the trip,
- 50% of the price of the booking from the 59th to the 29th day before the start of the trip,
- 80% of the price of the booking from the 28th to the 2nd day before the start of the trip.
- The total price of the booking is charged if withdrawal is notified later than the 2nd day before the start of the trip or if you fail to make the trip.

Within seven days of receipt of the cancellation invoice, you are entitled to prove to us that – in connection with the withdrawal from the trip or failure to make the trip – no costs were incurred or that significantly lower costs were incurred than those specified by HHD in the flat-rate amount applicable in individual cases.

If, as a result of a withdrawal, we are obliged to reimburse the price of the booking, we will make payment immediately, but in any case within 14 days of the withdrawal.

6.3. HHD may withdraw from the contract before the start of the trip if it is not possible to fulfil the contract due to unavoidable exceptional circumstances. In this case, HHD loses its claim to the price of the booking.

6.4. You have the right to provide **substitute travellers** who enter into the contractual relationship with HHD in your place. As a precondition, however, HHD must receive corresponding written notification at least seven days before the start of the trip so that the necessary rearrangements can be made. HHD may object to the substitute travellers(s) you have nominated if the designated

substitute traveller does not meet the particular requirements of the trip or if statutory provisions or official ordinances preclude the substitution. Upon confirmation of the nominated substitute traveller(s) by HHD, the substitute traveller(s) appointed by you shall enter into the rights and obligations of the travel contract. The costs of HHD incurred by this change will be charged to you at **CHF 50** or the corresponding amount in the booking currency in each instance.

7. Termination for reasons of conduct

HHD may terminate the travel contract without notice if the traveller(s) permanently disrupt(s) the fulfilment of the trip despite being issued a warning, or if they behave contrary to the contract to an extent that justifies the immediate cancellation of the contract. This applies, for example, in the case of risk to other persons. In this case, the price of the booking is forfeited; any saved expenditure or benefits through other use will be offset, including any amounts reimbursed by the service provider.

8. Duties to cooperate

As a customer, you must inform HHD or your travel agent if you have not received the necessary travel documents within the period stated by us. In the event of service disruptions, you are obliged – within the scope of the statutory provisions – to take all reasonable measures to help resolve the disruption and to minimise or avoid any damage that may occur. In particular, this results in an **obligation to report complaints immediately**. If you culpably fail to fulfil this obligation, you **may not be entitled to claim in this respect**.

9. Notification of defects, remedy, mitigation, termination

9.1. If the trip is not provided in accordance with the contract or if you identify deficiencies in the holiday property, you may demand a remedy.

In this case, **contact us immediately** (if applicable, via your travel agent), **preferably by telephone, otherwise by email** at:

HHD AG

Sägereistrasse 20, CH-8152 Glattbrugg, Switzerland
Tel. +41 43 810 91 91
E-mail: info@interhome.com

or in accordance with the contact details provided in the travel confirmation, so that **suitable measures** can be taken, the complaint can be investigated and, if necessary, the service disruption can be eliminated or equivalent **compensation can be provided**.

The service providers (owners, key holders, agencies, travel agencies, Internet travel portals, etc.) do not have the role of travel managers nor are they representatives of HHD, nor do they have the authority to admit claims or issue and/or accept legally binding declarations.

9.2. You can assert claims against HHD due to non-contractual provision of travel services after the contractually stipulated end of the trip, in which case we strongly recommend that you **assert such claims in writing**. Your travel intermediary (travel agency, Internet travel portal, etc.) is authorised to receive warranty claims and claims for damages and to forward them to HHD.

As a precondition, the travel services or replacement services you received must not have been provided in accordance with the contract, **you must not culpably have failed to notify the deficiency immediately (without culpable delay)** and a sufficient remedy must not have been provided. If the trip is significantly

impaired by shortcomings, you may terminate the travel contract. As a prerequisite, you must have demanded a remedy from HHD by a reasonable deadline and this deadline must have passed without result. The provision of a deadline is not necessary if the remedy is impossible or is refused by HHD as the travel organiser or if an immediate remedy is necessary.

10. Liability/limitation of liability

10.1. In the event of a shortcoming in the trip, you may demand compensation for damages, without prejudice to a reduction in the price of the booking or the possibility of cancellation, unless the shortcoming is due to:

- culpable actions or omissions on your own part or the part of a person also on the trip;
- unforeseeable or unavoidable omissions by third parties who are not involved in the provision of the contractual services;
- unavoidable, extraordinary circumstances.

10.2. External circumstances and regional factors such as the presence of insects, stray dogs, unfavourable weather conditions or the condition of public roads do not entitle you to claims against HHD. This also applies to the inability to use public facilities (such as ski lifts). Such circumstances do not fall within the scope of the services for which HHD is responsible.

Claims against HHD due to the violation of pre-contractual or contractual obligations to provide information remain unaffected.

10.3. HHD's liability for damages resulting from a breach of contractual duties that do not involve personal injury and were not caused culpably is limited to twice the price of the booking. Any further claims under international conventions or statutory provisions based thereon remain unaffected by these restrictions.

10.4. For **claims for damages** against HHD arising from **unauthorised acts** that are not based on intent or gross negligence, liability for material damage is limited to twice the price of the booking.

11. Limitation period

Your claims for damages expire within three years of their becoming known (relative period) or ten years after the occurrence or end of the damage (absolute period).

HHD's statutory claims for compensation due to a change or deterioration in the items provided to you in the course of performing the services expire six months after the end of the trip.

12. Dispute resolution

HHD does not participate in voluntary dispute resolution procedures before a consumer arbitration board. For all travel contracts concluded by means of electronic legal transactions, HHD refers you to the European online dispute resolution platform:

<http://ec.europa.eu/consumers/odr>

13. Data protection

Our privacy policy applies to our **processing** of personal data in accordance with the General Terms and Conditions. This can be found at:

www.interhome.com/privacy

14. Travel cancellation insurance

Our services include travel cancellation insurance with Europäische Reiseversicherung AG, which is included in the price of the booking.

By booking a trip, all travellers automatically join this group insurance contract as insured persons. You will receive the

certificate of insurance cover, which provides the insurance conditions and other details, together with the booking confirmation. We also recommend that you take out additional travel protection.

15. Private liability insurance

We recommend that you take out private liability insurance. Private liability insurance usually also covers damage to holiday homes/apartments caused by you as a customer. We recommend that you check whether your insurance covers such damages, even abroad.

16. Passport, visa, health, customs and foreign currency regulations

As a customer, you are responsible for compliance with the valid domestic and foreign entry and exit regulations, health regulations, passport and visa regulations, and regulations on taking pets into the country. Travel and security regulations, immigration regulations, visa and health regulations are generally available on the websites of the respective government agencies for foreign affairs (Swiss Federal Department of Foreign Affairs – EDA). The relevant embassies/consulates also provide information.

All disadvantages, in particular the payment of withdrawal costs arising from non-compliance with these conditions will be at your expense, except if they are due to culpably incorrect information or the failure to provide information on the part of HHD.

17. Choice of law and other provisions

17.1. Place of jurisdiction and applicable law

The application of Swiss law is agreed as far as possible in the relationship between you and HHD. Subject to mandatory legal provisions, Zurich is the place of jurisdiction.

17.2. Other provisions

The aforementioned conditions do not apply

- if and insofar as contractually non-waivable provisions of international agreements applicable to the travel contract between the Customer and HHD provide otherwise in favour of the customer, or
- if and insofar as non-waivable provisions of the country where the customer resides are applicable to the travel contract that are more favourable to the customer than the aforementioned provisions or the corresponding Swiss regulations.

The ineffectiveness of individual provisions of the travel contract does not result in the ineffectiveness of the entire travel contract.

Organiser:

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Sägereistrasse 20
CH-8152 Glattbrugg, Switzerland
Tel.: +41 43 810 91 91
info@interhome.com
www.interhome.com

Relevant information on data protection and details of the respective data protection officer can be found in your travel documents or in the travel confirmation, as well as at:
www.interhome.com/privacy