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General Terms and Conditions (GTC)

for the rental of holiday apartments

Schwarzsee-Senseland Tourism is hereinafter referred to as the “intermediary”.

1. Scope of application

These General Terms and Conditions (GTC) govern the legal relationship between the intermediary and the guest/tenant (hereinafter “tenant”) in connection with the mediation and rental of holiday apartments in the Schwarzsee-Senseland region. By booking a holiday apartment, the tenant accepts these GTC. They form an integral part of each booking confirmation. In the absence of any provision in these GTC, Articles 253–274 of the Swiss Code of Obligations (CO) shall apply.

2. Conclusion of contract

The contract is concluded upon issuance of the booking confirmation by the intermediary. The booking confirmation simultaneously serves as the rental agreement and is sent to the tenant by email. No separate written rental agreement is issued. By making the booking, the tenant accepts these GTC as a binding contractual component.

3. Rental property and use

The rental property may be used exclusively for holiday purposes and may not exceed the number of persons (adults and children) stated in the booking confirmation. The house rules applicable to the respective property must be strictly observed at all times. Subletting or assignment to third parties is not permitted without the express written consent of the intermediary.

4. Rental period, check-in and check-out

The tenant must contact the intermediary at least 48 hours prior to arrival to provide the expected arrival time. Keys may be collected during opening hours at the tourist office. Outside opening hours, a key safe is available; the code will be sent shortly before arrival by email. Check-in is possible from 4:00 p.m. on the day of arrival. Check-out must be completed no later than 9:30 a.m. on the day of departure. Keys must be returned in person at the tourist office. Outside opening hours, they must be deposited in the key safe in accordance with the intermediary’s instructions. Early check-in or late check-out is only possible upon prior agreement and subject to an additional fee.

5. Cancellation and termination by the tenant

The tenant may withdraw from the contract at any time in writing. The following cancellation fees apply:

- up to 60 days before arrival: CHF 200 deposit and processing fee
- 59–15 days before arrival: 50% of the rental price
- 14–0 days before arrival: 100% of the rental price

The decisive factor is the date of receipt of the written notice by the intermediary (during office hours). The tenant is entitled to provide a reasonable and solvent replacement tenant who enters into the contract under the same conditions. In case of early termination of the stay, no refund shall be granted. We recommend taking out travel cancellation insurance.

6. Payment terms

The rental price stated in the booking confirmation, including the specified ancillary costs and extras, is a flat-rate price for the agreed rental period. Only Swiss francs (CHF) are accepted as currency. Any bank or transfer fees are fully borne by the tenant.

Payment deadlines:

- Deposit: CHF 200 within 10 days of receipt of the booking confirmation
- Remaining balance including ancillary costs, extras and deposit: no later than 30 days before arrival or before key handover

As long as the total amount including the deposit has not been paid in full, the intermediary is entitled to withhold the property and retain the keys. For short-term bookings (less than 30 days before arrival), the total amount is due immediately. If payment is not made on time, the intermediary is entitled to withdraw from the contract and re-let the property. Unless otherwise stated, energy costs (electricity, heating, water) are included in the rental price. Additional services not included in the rental price are payable at check-out according to the price list. Ancillary costs and extras not included in the rental price (e.g. firewood, fireplaces, internet, additional laundry, bed linen changes, children's or extra beds, etc.) are payable at check-in; any differences must be settled at check-out before departure.

7. Handover and complaints

The property is handed over in a clean and usable condition. Any defects or missing inventory must be reported immediately, no later than 24 hours after arrival. Otherwise, the property is deemed accepted in accordance with the contract. If the tenant refuses the booked accommodation or an equivalent alternative offered by the intermediary, no refund shall be made. Claims for damages shall in no case exceed the total rental amount. If the tenant takes possession late or not at all, the full rental price remains due.

8. Obligations of the tenant

The tenant undertakes to:

- use the property and its inventory with care
- comply with the house rules
- show consideration for neighbours and other residents
- report any damage or defects immediately

Pets: Pets are not permitted unless expressly agreed in writing.

Smoking ban: Smoking is strictly prohibited in all indoor areas. In case of violation, cleaning costs of at least CHF 200 or actual costs incurred will be charged. In case of serious or repeated breaches of duty, the intermediary is entitled to terminate the contract without notice. No refund shall be granted.

9. Return of the property

The property must be returned properly, completely and on time.

- All waste must be disposed of properly
- The kitchen must be left clean and tidy (dishes washed, surfaces cleared)
- Losses and damages must be reported
- Final cleaning is carried out by professional cleaning staff

Keys must be returned at the tourist office or deposited according to instructions. Late return, loss, or improper return of keys may result in additional charges.

10. Liability and force majeure

The intermediary is responsible for proper and contractual handling of the booking. Liability is limited, to the extent permitted by law, to a maximum of twice the rental price, unless gross negligence or intent applies. Any liability is excluded in cases of slight negligence, third-party fault, force majeure or unforeseeable events (natural disasters, official orders, pandemics, strikes, power or infrastructure failures, etc.). In case of force majeure, the intermediary may terminate the contract without compensation or offer an equivalent replacement property. If the contract is terminated and no replacement is accepted or offered, payments already made will be fully refunded. Further claims, in particular claims for damages, are excluded. The tenant is liable for all damage caused by themselves, accompanying persons or visitors.

11. Data protection

Personal data is processed in accordance with Swiss data protection legislation. The tenant consents to the storage, processing and transfer of personal data necessary for contract performance to relevant third parties.

12. Applicable law and jurisdiction

Swiss law exclusively applies. The exclusive place of jurisdiction is Tifers (FR), Switzerland.

13. Final provisions

If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The version of the GTC valid at the time of booking shall apply.

In case of divergence between the English and the German version, the German version shall prevail.