

Terms and conditions

1. General

These General Terms and Conditions (GTC) are part of the contract between you and the GriwaRent AG, Galeriehaus Stotzhalten, 3818 Grindelwald.

2. Reservation and conclusion of contract

You can book your rental property with GriwaRent AG by telephone, in person, in writing, by email or via the Internet. When your booking is received at GriwaRent AG the contract with GriwaRent AG is considered completed. From this moment on the rights and obligations under the contract, as well as, those declared in this document, the General Terms and Conditions, take effect for you and for GriwaRent AG.

You will receive a reservation confirmation from us. The information given in this reservation (property, occupancy, duration, price) is binding.

In the absence of the deposit, in accordance with section 5.1 of the contract, the contract is null and void and the cancellation fee in accordance with section 6 is owed to GriwaRent AG.

3. Minimum rental period / day of arrival and departure

The minimum rental period is seven days during high season and four days during other times of the year.

Arrival and departure day is Saturday (high season). Exceptions are possible upon request and will be noted in the reservation confirmation. Arrival and departure is not possible on Sundays.

The rental property is to be taken over at 16:00 of the arrival day and to be returned on the departure day at 10:00.

If the property is not taken over, or you arrive on a later date, or leave early, the total rent remains payable.

4. Price / price change

The prices published by GriwaRent AG are daily prices for the whole property. The price published on the Internet is final (www.griwarent.ch). With your booking you accept this price.

Not included in the price, and to be paid in addition, are the final cleaning, bed linen and visitor's tax. Additional services are also not included in the price.

Published prices are subject to change. The information given in the reservation confirmation is binding.

5. Payments

5.1. The rent is to be paid as follows:

- 30% within 10 days of receipt of the reservation confirmation (deposit)
- The remaining amount is due no later than 42 days before arrival

5.2. For short-term reservations of less than 42 days before arrival, the full rental price is to be paid within five days of receipt of the reservation confirmation.

5.3. GriwaRent AG has the right to refuse to hand over the rental property if there is any delay in payment of the remaining amount, or the total rental for short-term reservations.

6. Cancellation

If a confirmed reservation is cancelled the following cancellation fees will be charged:

- 43 days before arrival: 10% of the rental price
- 42 to 29 days before arrival: 50% of the rental price
- 28 days before arrival: 100% of the rental price

Your cancellation notice will take effect from the date it is received by the GriwaRent AG (on Sundays or public holidays, the next working day will apply).

7. Inability to fulfil the contract by GriwaRent AG - replacement property

GriwaRent AG is entitled to terminate the agreement before or during the rental period if unforeseeable or unavoidable circumstances make it impossible to hand over the rental property. This will only occur in circumstances which endanger the tenant or the property, or which may impair the provision of services to such an extent that the fulfilment of the agreement is no longer possible. Payments already made will be refunded, if necessary with a reduction of services rendered.

GriwaRent AG has the right to allocate an equivalent property instead.

GriwaRent AG cannot be held liable in any of these cases.

8. Obligations and liability of the tenant

A minimum deposit of SFr 300 (up to SFr 1'000 with large and valuable properties) must be paid by credit card before taking over the rental property. If this deposit is not paid, GriwaRent AG has the right to refuse to hand over the rental property.

The rental property must only be occupied with the number of people (children and infants included) mentioned in the reservation confirmation. The GriwaRent AG has the right to refuse the hand over of the rental property in the case of over-occupancy.

The tenant is to exercise care when using the rental property. Neighbours, etc. shall also be taken into consideration. The cleaning of the kitchen, the dishes and cutlery, as well as the garbage removal, is the responsibility of the tenant (and not included in the final cleaning).

Any damage caused by the tenant, or the joint user, is to be reported to GriwaRent AG immediately. The tenant is liable for any damage caused by him or other users. The same applies if the apartment cannot be handed over to the next tenant. Damages can be deducted from the deposit.

9. Complaints, claims for damages by the tenant

GriwaRent AG has to be informed immediately if the property is not in contractual condition or if you suffer a loss. If defects are not reported immediately, at the beginning of the rental period, the absence of defects is assumed. The same rules apply if defects occur during the rental period. Any claims must be announced in writing to GriwaRent AG within four weeks of the contractual end of the rental period and the necessary evidence (photos, etc) must also be presented. If the above mentioned rules are not obeyed, you forfeit all rights to compensation.

10. Warranty and liability of GriwaRent AG

10.1. GriwaRent AG guarantees a contract compliant property. GriwaRent AG has the right to offer an equivalent replacement property if the property is not in accordance with the contract. If you decline you have no right to a claim for damages with GriwaRent AG. If GriwaRent AG is unable to offer you a replacement property, the liability is governed by the following provisions.

10.2. GriwaRent AG is only liable when it is their fault. Liability of GriwaRent AG for negligence is ruled out. Liability of GriwaRent AG for auxiliary persons is excluded.

Liability of GriwaRent AG for other personal damage is limited to the rental price (in which all claims of the involved people are counted together).

GriwaRent AG cannot be held liable for lost vacation time, dissatisfaction, frustration etc.

GriwaRent AG is not liable if the damage is due to:

- Acts or omissions on your part or a joint user of the property
- Acts of third parties;

- Force majeure;
- Other unforeseeable and unavoidable events;
- Damage and losses as a result of burglary.

These provisions also apply to non-contractual liability.

11. Choice of law and Jurisdiction

The relationship between you and the GriwaRent AG is exclusively subject to Swiss law.

For disputes arising from this contract the place of jurisdiction is Grindelwald / BE, Switzerland. The GriwaRent AG also has the right to sue at the court of your domicile.