by imotours-abc, ackle

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Affitto appartamenti di vacanza
Vermietung von Ferienhäusern

Mediazione immobiliare
Immobilienvermittlung

# *Terms and Conditions*

**1. Reservation and conclusion of contract**
The reservation will become effective on performance of any one of the following actions including: receipt of a verbal reservation either by phone call or in person or a written document such as letter, fax, and e-mail. From that point on, reservation obligations and rights as well as the present Travel and General Contract Terms will apply to you and to HolAp. HolAp acts for the Property Owner and as such will communicate and finalize the contract on behalf of the Property Owner. You will then receive a written confirmation/invoice of the reservation. If the confirmation/invoice differs from the description on the brochure or internet, with your payment you recognize the conclusion of the contract as per confirmation of the reservation. Special requests or verbal agreements have to be confirmed in writing by HolAp. For arrangements of other tour operators booked through us, their Travel and General Contract Terms will apply.

**2. Price/extra expenses/reservation fee**
The prices as published are for a weekly rental and for the whole property. Usually the price does not include extra expenses such as - final cleaning, laundry, local government tax, rental bond. These extra expenses must be paid in cash on location in the currency that corresponds to the country where the rental property is located. Depending on which property, a deposit has to be paid either with the invoice or on arrival during the key delivery. The deposit is returned at departure if no damages have been caused by the Tenant. Further explanations on these costs are outlined in the description of the property. There is a reservation fee of CHF40.- for each reservation.

**3. Payment**
A payment equal to 30% of the entire invoice is required at the latest 10 days after receipt of confirmation/invoice; the remaining amount has to be paid in full to HolAp within 42 days before arrival. If booking is made 0-42 days before arrival, the whole invoice amount has to be paid on receipt of confirmation/invoice. Once payment in full has been received, a rental voucher will be given. It includes the address of the property and an explanation on how to get there and also where to collect the key. Please note that this voucher will not be sent to you more than 28 days before arrival date.

**4. Number of persons**
The number of persons (including children) allowed on the property cannot exceed the number as mentioned on the confirmation of reservation/invoice. The Owner/Key Holder has the right to ask the extra persons to vacate the property.

**5. Domestic Animals**
It will be stated on the confirmation of reservation/invoice if a domestic animal (max. 1 animal) is permitted on the property. An extra supplement is sometimes charged.

**6. Rental Period**
The minimum booking period is one week. Check-in time is 4.00pm and check-out time is 10.00am. Usually the day of change is Saturday if not mentioned otherwise in the description. Some properties can be booked for a shorter period such as five days, and/or the rental starting/ending date can be any day of the week. For more information please refer to description of the property of interest or contact HolAp directly.

**7. Tenants Obligations**
The Tenant agrees to care for the property booked and its entire inventory and to follow the house rules. Cleaning of cooking facilities, crockery etc. are the responsibility of the Tenant and are not included in the final cleaning. The Tenant also agrees to pay for any damage caused by themselves or their guests on the property. Possible damage has to be reported immediately, or at the latest when returning the key. Damage discovered after the Tenant departs and can be attributed to actions of the Tenant, will be charged to the Tenant.

**8. Objections**
Defects and/or complaints have to be reported to the key holder immediately on your arrival. If the key holder is unable to rectify the problem within a reasonable period, you have to inform HolAp within 72 hours. Moreover you have to confirm in writing those verbal communications/complaints to HolAp, Via San Gottardo 72, CH-6648 Minusio, at latest 7 days after your departure. After this date, any request for refunds will not be considered.

**9. Circumstances beyond our control: acts of God clause: disasters/ force majeure**
In the case of "circumstances beyond our control", both of a permanent and temporary nature, HolAp has no legal responsibility for any of the Tenants or third party and therefore will be held harmless. The following is a list of "circumstances beyond our control " but not limited to: political insurgency, danger of war, revolt, war risk, strikes, boycotts, traffic or transport interference, actions of the authorities, scarcity of raw materials, natural calamities, further other circumstances, extraordinary weather conditions, interruptions, failure and surges of electricity and water supplies and technical installation, building activities which causes increased noise, obstructed access to the property etc. The Tenant has no right to cancel the reservation or to discount the payment or to compensation.

**10. Obligations and Liability of HolAp**
In case of unforeseen causes (for example fire, water damage etc) the property is not available, HolAp reserve the right to offer an alternative similar property or to cancel the reservation contract with eimbursement of the full rental amount paid. HolAp is only responsible for damage caused by the gross negligence of its employees in the performance of their duties. Without prejudice to the former related issues, the liabilities of HolAp in case of the Tenant and any party related to the rental agreement are limited to direct damage, but exclude consequential damages. The liability of HolAp is still limited to the maximum amount of the rental price HolAp declines any responsibility in case of damage (losses, accidents, burglary etc.) caused by third party.

**11. Cancellation**
In the event that the Tenant cancels their stay because of a serious event, a fee equal to 3% of the total rental price of the property for the whole period will be charged. The following events are to be considered serious events: serious sickness/accident to a travel companion or direct family member; death of a travel companion or a direct family member, serious damage of the Tenant's own property such as fire, break and entry or water damages that require the Tenant's presence at home. The affected person has to notify HolAp immediately of the details and show evidence including medical certificates, police reports or other evidence as so requested by HolAp. If the event was pre-existing or could have been predicted before the reservation, no compensation of the paid rental will be given. The protection of the cancellation starts from the booking day and ceases the day of arrival. However, Reservation fee and cancellation insurance costs will be invoiced and recovered from the Tenant.

**12. Cancellation and change of booking**
Cancellation and booking changes have to be communicated in writing. In cases that are not covered by the cancellation fee (for example personal or working reasons) we will charge you the following cancellation fees (as well as the reservation fee and the cancellation insurance):
From date of booking, until 90 days before start of rental CHF 80.--.
89 - 60 days before start of rental CHF 80.-- and 10 % of the total rental amount.
59 - 45 days before start of rental CHF 80.-- and 30 % of the total rental amount.
44 - 7 days before start of rental CHF 80.-- and 90 % of the total rental amount.
6 - 0 days before start of rental or no show or departure before end of rental CHF 80.-- / EUR 66.-- and 100 % of the total rental amount.
The reference date is the date of receipt of your notification by HolAp.
If HolAp can find another Tenant, there will only be CHF 80.-- plus reservation fee and cancellation insurance. In case of change of booking date or changes of property booked, until 45 days before the start of the rental we will invoice CHF 80.-. 44 days or less before the start of the rental the above conditions apply.

**13. Price changes/changes of property description/HolAp**
Price changes and description changes of the property are unlikely but cannot be entirely ruled out. Same happens for price changes caused by increases of local taxes and/or significant changes of the exchange rates etc. HolAp is a trade mark of Imotours-abc, Ackle 6648 Minusio.

**14. Governing Law**
All disputes between any parties are subject to the laws and under the jurisdiction of the courts of the city 6600 Locarno, Switzerland.