

General Terms and Conditions for travel



1. Area of application

These Terms and Conditions for Travel govern the contractual relationship between you (hereinafter referred to as 'traveller') and e-domizil Ltd, Zurich/Switzerland (hereinafter referred to as 'e-domizil') for journeys organized by e-domizil at its sole responsibility. Only persons over 18, legal entities or commercial companies are entitled to book with e-domizil.

2. Conclusion of contract

By completing the booking you make a binding offer to conclude a travel contract with e-domizil and acknowledge the present General Terms and Conditions for travel, also and expressly for all people whom you register with you. From that point on, the conditions listed under paragraph 8 apply for any cancellations.

The receipt of the booking order will be confirmed to you at once by e-mail. The contract is concluded when the booking confirmation is delivered. Should the booking confirmation differ from the description of services and/or property given in the Internet presentation, then you acknowledge the conclusion of the contract either by express declaration of acknowledgement, by making a deposit for the travel costs, by paying those costs in full, or by commencing the respective journey. With the conclusion of the contract, you become liable for all persons listed in the booking as well as your own obligations. e-domizil is authorized to refuse to accept any booking without giving reasons or reject a booking without giving reasons.

3. Payment

A down payment is payable on conclusion of the contract: 20% of the total rental for the reserved property. You will be informed of the due date for the outstanding payment after your booking. In the case of short term bookings and of certain payment methods, the whole travel cost must be paid immediately. Fees may be charged. These will be indicated before the conclusion of the booking. Payment to e-domizil, especially international payments, are to be settled free of any charges and fees. In case of a delayed or incomplete payment, e-domizil can cancel the booked journeys at your expense and claim the corresponding cancellation fee specified in paragraph 8 as damages.

4. Services

The e-domizil services, which have been defined in the contract, consist of handing over the reserved property in the condition and with the equipment, with all comments and explanations described on the website, e.g. the description of the property including potentially restricting or supplementary indications or agreements. Excluded from e-domizil's obligations, notwithstanding eventual duties of explanation, advice and care related to this matter, are all facts not in direct relation with the property and the contractual services, in particular the surroundings of the property, as well as the beach and local conditions in the vacation spot. Without a written confirmation from e-domizil, third parties are not entitled to give differing promises or make an agreement as long as they are not authorized to do so. The local holder of the keys is not authorized by e-domizil to make any legal statements. Should you choose not to take advantage of these services for reasons that e-domizil is not liable for, there is no claim to a proportional refund. But e-domizil refunds those amounts, which the service provider has actually refunded to e-domizil..

5. Prices

The travel price and other costs ensue from the travel confirmation. As a rule, facultative or additional costs depending on consumption are not included in the travel price. Provided that nothing else arises from the travel confirmation, these additional services have to be paid on the spot directly to the rental property manager or the holder of the keys. Amounts not paid or underpaid will be demanded later and may be subject to a supplementary processing fee.

6. Service and price modifications

The information to be found on the website is fundamentally binding for e-domizil as soon as it has become the basis of the travel contract. However, for factual reasons that are justified, important and unpredictable, e-domizil explicitly reserves the right to announce a modification of the Internet statements - of which you will of course be notified - prior to conclusion of the contract. Should the exchange rate of the country in question fluctuate or should the tax situation change,

e-domizil reserves the right to raise, in proportion with the consequences that the increase may have, the price agreed upon and confirmed by the reservation. In this case, e-domizil notifies you 21 days prior to the start of the journey at the latest. In case the increase exceeds 10% or important travel services are significantly altered, you can withdraw from the travel contract without being charged or demand of services at least the same value, if e-domizil is able to offer these services without any extra charges. You have to assert this right to e-domizil immediately after the announcement.

7. Particular duties of the traveller

The given dates of arrival and departure are binding. In principle, the arrival takes place between 4:00 p.m. and 6:00 p.m. local time. Any modifications concerning departure / arrival times will be communicated with the travel documents. Late arrivals have to be indicated to the holder of the key of the booked property or the contact person given in the travel documents. In case of late arrival, you have no right to require the keys and the property on the day of arrival. In general the departure takes place before 10:00 a.m. local time. You can use the holiday property as well as its furniture and equipment. You are obliged to take care of the property as well as its inventory and existing shared-use facilities, and to be respectful to the neighbours. During the stay, you must immediately report any damage caused by yourself or your fellow travellers and guests and pay the compensation.

Holiday properties may only be occupied by the number of persons provided for in the travel registration. Children are counted as adults in this context. Other or additional persons can be refused on the spot or be separately charged. Domestic animals are only allowed in those rental properties explicitly indicated. In all other cases, you need prior written confirmation from e-domizil. You are responsible for compliance with the country's regulations regarding domestic animals. Disregard leads to refused usage of the property or to a demanded extra charge.

The rental property manager or the holder of the keys may ask for a reasonable deposit when the keys are handed over. Unless otherwise informed, this deposit can be settled in cash or by credit card. At the latest two weeks after the holiday property has been returned in good condition, the deposit will be refunded - after deduction of incurred additional costs and costs incurred by damage. The refund of the deposit neither alters potential claims of the rental property manager nor contains a particular waiver of claims for damage.

Prior to your departure, you have to take care of the cleaning - particularly the cleaning of the kitchen including furnishing, cutlery and crockery. Unless otherwise agreed upon, you have also to take care of the complete cleaning of the property as well as all the furnishings at the end of the stay. In case this cleaning was not or insufficiently done, you can be charged a flat charge of CHF 300.- or the actual price of the subsequent cleaning can be added to the invoice or settled with the deposit directly on the spot. e-domizil reserves the right to claim further damages (e.g. loss of use). In case of consolidation into a flat charge, you have the right to prove minor damage.

8. Cancellation fees

If you withdraw from the travel contract or you or a substitute traveller does not begin the journey, e-domizil will charge the following cancellation fees, the minimum, however, being CHF 100.-:

- until 64 days prior to the start of the journey:
20% of the travel price
- 43 to 63 days prior to the start of the journey:
50% of the travel price
- 42 to 2 days prior to the start of the journey:
80% of the travel price
- in case of later withdrawal or non-arrival and non-utilization of the services agreed by contract:
100% of the travel price

The notice of withdrawal becomes effective the day e-domizil receives it. If the property is taken over at a later time, the full invoiced amount remains owed. e-domizil reserves the right, in individual cases, to charge a tangibly higher compensation. In these cases, e-domizil is obliged to specify and prove the arisen expenses in detail.

9. Modifications by the traveller

For general modifications (e.g. names or number of persons travelling), e-domizil will charge a service fee. For modifications concerning the travel date or holiday property (rebooking), the cancellation fees pursuant to paragraph 8 apply. In case of rebooking of brokered and explicitly indicated external services, especially flights and rental cars, e-domizil may charge the rebooking fees of the external service provider. In addition a service fee is due to e-domizil. For purposes of documentation and to prevent any misunderstandings, we recommend that you communicate withdrawals, rebookings and modifications in written form (registered mail). The charges that result from these modifications are immediately payable. When booking, we recommend taking out travel cancellation insurance. As a general rule, it covers cancellation costs up to the beginning of the journey for cancellation due to illness, accident, death of the tenant, fellow travellers or close relatives.

10. Substitute rental property or withdrawal and cancellation by e-domizil

e-domizil may allocate you an equivalent substitute rental property where this is necessitated by unforeseen or unavoidable circumstances. e-domizil can withdraw, without meeting a deadline, from the travel contract prior to the journey or cancel the contract during the journey

- a) if by his behaviour, the traveller and /or any of his fellow travellers, in spite of appropriate warnings, repeatedly disturbs the journey, puts others in danger, or is involved in a significant breach of contract, so that an immediate termination of the contract is justified;
- b) if unforeseeable or unavoidable circumstances arise that make the hand-over of the rental property impossible, endanger the tenants or the property or impair the provision of services to such an extent that it becomes unreasonable to fulfil the agreement.

If e-domizil cancels the travel contract according to paragraph 10 a), the travel price is forfeited. If e-domizil withdraws from the travel contract before the beginning of the journey according to paragraph 10 b) all amounts received are refunded immediately, and further claims are explicitly excluded; if e-domizil withdraws from the travel contract after the beginning of the journey, you'll get back the part of the travel price corresponding to the charges saved by e-domizil. But e-domizil is not liable to pay any compensation in any of the instances mentioned under paragraph 10.

11. Claims

You are obliged to notify the owner, the holder of the keys or the contact person mentioned in the travel documents immediately of any problem and to ask for corrective action. Should your complaint find no or insufficient action on site, then immediately notify e-domizil, so that within a reasonable time frame a solution can be offered. It is absolutely mandatory to maintain this chain of procedures for a future assertion of claims. The owner or the key holder of the property, service provider,

etc. does not have the right to recognize any type of claim for compensation. Claims as well as claims for compensation must be submitted, in written form and with evidence (photos, confirmation from the key holder or local branch, etc.), within one month of the contractually stipulated occupation to e-domizil AG, Binzstrasse 38, 8045 Zurich/Switzerland.

12. Extent of liability

e-domizil's contractual liability to pay compensations for damage, which is no physical injury, is limited to the amount of the travel price, provided that damage has neither been caused by e-domizil by intent nor by negligence, or if the damage has been caused only by fault of a third party service provider. e-domizil is not liable for defaults in performance related to services that have been brokered and are explicitly indicated as external services.

When taking part in sport and other holiday activities, you are responsible for yourself. You should inspect sport facilities, equipment and vehicles prior to utilization. For accidents, which occur during sport events and other holiday activities, e-domizil is only liable if it is at fault. We recommend obtaining appropriate accident insurance cover if you do not already have it. The local contacts (rental property manager or holder of the keys, etc.) have neither the function of a tourist guide, nor are they representatives of e-domizil and nor do they have the authority to admit claims or make and/or receive statements, which are legally binding.

12. Statutory limitation, non-assignment clause

Your claims as well as those of your fellow travellers against e-domizil are time barred 12 months beyond the date of the end of the journey provided for in the contract, whatever the legal foundations are - with the exception, however, of claims resulting from unlawful acts. This is especially the case for claims arising from breach of pre- and post-contractual obligations as well as of subsidiary duties provided for in the contract. The assignment of claims against e-domizil to any third party - also spouses and relatives - is barred, whatever the legal foundation is. The judicial enforcement of rights that have been assigned is also barred.

13. Ombudsman

Prior to any legal proceedings or for legal inquiries concerning this contract, you should contact the independent ombudsman for the Swiss travel sector. The ombudsman aims to settle any problems between you and e-domizil in a fair and well-balanced manner.

14. Place of jurisdiction and applicable law

The contractual relationship between you and e-domizil is subject to the laws of Switzerland. The sole place of jurisdiction for any disputes between you and e-domizil is Zurich, Canton Zurich, Switzerland.