

## Happy Holiday Homes Sagl. Terms & Conditions

**Happy Holiday Homes (CH) Sagl** (the Company) is a Tour Operator which offers online bookings of vacation rental properties (the Accommodation). Bookings are only available in relation to Accommodation and do not include any flights, transport, or transfers to the property. Accordingly, any contract is made between the person making the booking (the Guest) and the Company, representing the owner. A contract will be entered into on the issuance of a booking confirmation by the Company. The Company works with various local management companies providing the Guest with a point of contact during their stay at the Accommodation.

**Deposit:** A deposit of 30% of the total amount is required to secure a booking. This applies to all bookings. The booking is secured once the Company successfully charges the nominated credit/debit card or receives the bank transfer. The remaining balance is due 6 weeks prior to arrival. For bookings taken within 6 weeks prior to the arrival date, full payment is required at the time of the booking.

**Final Payment:** The full balance of the accommodation cost must be paid no later than 6 weeks before the arrival date. If the full balance is not paid on time, the Company will notify the Guest of this breach of contract and the Guest will have 5 working days to remedy. If the breach is still not remedied, the Company reserves the right to cancel the booking, and is entitled to retain the deposit as compensation. Payments by credit card will be processed through the merchant partner trading name & Company 'Happy Holiday Homes'.

**Cancellation:** If the Guest has to cancel the Accommodation for any reason, immediate notification to the Company is required. The cancellation is effective from the date the Company receives written notification. The cancellation will be acknowledged by the Company in writing via email. The Company will endeavour to rebook the entire holiday period.

If the Company is able to re-book the Accommodation for the entire holiday period, then the Guest will only forfeit the deposit payment. If the Accommodation has already been paid in full, the Guest is entitled to a 70% refund subject to credit card charges and administrative costs on the Accommodation cost\* (\*Accommodation cost does not include the following: Service Charge, Damage Waiver and any additional extras/facilities).

If the Company fails in re-booking the Accommodation, cancellation charges are applicable as detailed below.

**Cancellation Charges:** The cancellation fee will include the Accommodation cost\* and will be subject to administration fees. The cancellation fee will depend upon the amount of time still to elapse before the holiday arrival date.

35 weeks or more	No cancellation charge
10 weeks or more	Cancellation fee: 50 % of full Accommodation cost
8 - 10 weeks	Cancellation fee: 60 % of full Accommodation cost
6 - 8 weeks	Cancellation fee: 70 % of full Accommodation cost
4 - 6 weeks	Cancellation fee: 80 % of full Accommodation cost
2 - 4 weeks	Cancellation fee: 90 % of full Accommodation cost
2 weeks & under	Liable for full Accommodation cost

**PLEASE NOTE:** No refunds will be given for early departure. Depending on the reason for cancellation, you may be entitled to claim from your travel cancellation insurance. We strongly recommend that you take out Cancellation Insurance.

**Flexible policy:** 7-day cancellation policy (valid for bookings made from 15<sup>th</sup> October 2020) The earlier mentioned timeframes do not apply to properties which have a 7-day cancellation policy on our website. For these properties it is possible to cancel a reservation free of charge until 7 days before arrival. Within 7 days before check in date, no refund can be offered.

**COVID POLICY 2020/2021:** (valid for bookings made from 1<sup>st</sup> September 2020) In case travelling is not possible due to lock down, reservations can be cancelled for free until 7 days before arrival. Guests are responsible to respect the local current regulations.

**Alternative Accommodation:** Occasionally, it may be necessary to make a material change to the holiday arrangements for reasons such as withdrawal of a property from the Company's portfolio. In this event, the Company will endeavour to offer an Accommodation of a comparable standard and price to the Guest. Should the only alternative property be of a higher price, the Company reserves the right to charge the difference. The Guest has the right to decline the alternative Accommodation for whatever reason (e.g. price, unsuitability etc.) in which case the Company will refund the full amount paid, but no other compensation would be payable. The liability of the Company is limited to, and cannot exceed, the amount paid by the Guest.

**Responsibilities of the Guest:** The Guest undertakes to keep the Accommodation and all furniture, fixtures and fittings in the same state of repair and condition as at the start of the holiday and to leave the Accommodation clean and tidy. The number of persons using the Accommodation at any time must not exceed the maximum number as stated on the website.

**Damage to Accommodation:** The Company reserves the right to request credit card details of all Guests paying by wire transfer to cover any costs for rectifying any damages caused by the deliberate, negligent or reckless act of the Guest to the property or structure. Should this damage come to light after the Guest has departed, the Company reserves the right to make a charge to the Guest's credit/debit card or send an invoice for the amount to the registered address. The Company will, however, make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs incurring to the Guest at a minimum. At the time of booking, each Guest is given the opportunity to opt-in for a 'Warranty Damage Waiver'. The price of this waiver is determined by the value of the Accommodation. Taking up this damage waiver option will remove any liability of the Guest (except in the case of deliberate or reckless acts) for damage caused to the property or its contents, up to the value of €1,000. Above €1,000 claims will be made to recoup the extra charges incurred to repair any damage.

**Changing a Booking:** If the Guest wishes to make a change to their arrival or departure date after the booking confirmation has been issued, this is only possible subject to availability. The modification request must be received in writing by the Company before a revised booking confirmation can be issued. The Guest will not be able to select alternative Accommodation as this would be regarded as a Cancellation (see Cancellation Terms).

**Access to Accommodation:** The Company or its representative is allowed to access the Accommodation at any reasonable time during occupancy given early prior notification to the Guest. The Accommodation and its use are subject to the conditions and regulations of the respective local laws.

**Special Requirements:** If a Guest has a disability or special need, the Company will try to assist in finding a suitable accommodation. Such requirements must be specified at the time of booking and confirmed by the Company. If the Guest suffers from allergic reactions please take note that although certain Accommodations are advertised as NOT allowing pets, the Company cannot guarantee that pets have never been in that Accommodation and cannot be held liable in such circumstances.

**Complaints Procedure:** In the event of any problem or issue arising on agreed arrival date or during the holiday, the Guest should immediately bring this to the attention of the Company or its representative. Complaints regarding cleaning must be made before 9.00 a.m. on the day after arrival by mail including a minimum of 3 photos. The Company will not be required to issue a refund in the event that the Guest vacates the property before the contact person and/or Company has had sufficient time to address the problem. The Company regrets that claims for compensation cannot be considered after the holiday has ended if there was no such prior notification.

**Service Fee:** The Service Fee includes final cleaning, bed linen and towels provided by the Property's management company representatives. For further details, refer to the Company's website.

**Tourist Tax:** Tourist Tax may be charged separately from the accommodation costs.

**Access & Departure:** The Accommodation will be available from 4pm onwards on the agreed arrival date. Departure time is by 10am, to be able to prepare and maintain the Accommodation to a high standard for the next Guest.

**Right to Refuse Entry:** The Property Management Company, their representatives and/or the Company reserve the right to refuse admission or entry to the Accommodation to all or any persons, and may require all or any persons to leave the Accommodation, without refund, whom they consider to be in a material breach of these conditions. This includes persons who cause a nuisance or damage to holiday accommodation or conduct themselves in an offensive or disorderly manner. In such an event the Company will not be liable for making any payment to the Guest and will retain the total sum paid by the Guest.

**Electricity/Gas/Oil** are included in the booking unless otherwise specified. Fuel for fireplaces or wood burners is generally not provided.

**Lost Property:** The Company or its partners will retain lost property items at their office premises for only 28 days from the date of departure. If items are to be returned to Guests, the Guest will be charged postage and packaging, payment of which can be made by credit card. The Company and its partners do not accept responsibility for returning any items and do not return any food or drink.

**Alterations & Amendments:** Every effort has been made to ensure that information on all websites is correct at the time of publication or at the time of inspection of the Accommodation and all this information and statements made by representatives or employees of the Company are made in good faith and the Company cannot be held liable for minor changes.

**Garage/Parking:** In general, most Accommodations will have private or public parking available. However, Accommodations located in the centre of towns may be subject to chargeable parking.

**Obligation to register:** In the regions where it is required by law to provide the local authorities with guest data, it is mandatory for the guests to fill in their data in the secure online registration form in the personal Guest page of the Company's management system.

**Liability:** Any liability of the Company and its associates for any damage, expense, or loss of any nature whatsoever, suffered by any person from any cause, is excluded as far as permitted by the law. The owner is the sole guarantor for the correct execution of the rent. The identity of the client can be disclosed at the request of the tenant.

**Force Majeure:** The Company shall not be liable for changes, cancellations, or any other effect on the holiday, due to any event, which with all due care could not be foreseen or avoided.

**Final provisions:** If any provision is invalid or unenforceable, the remaining provisions shall remain in force and effect. Any invalid or unenforceable provision shall be replaced by a valid provision, the effect of which is the closest possible to the intended purpose and effect of the invalid or unenforceable provision. All disputes arising out or in connection with this contract will be governed by Swiss Law. Place of jurisdiction is the domicile of the Company to the extent allowed by law.