

General terms and conditions for the rental of holiday accommodation

Equipment

The rented accommodation includes an equipped kitchen, crockery, bedding (pillows, blankets or normal or Nordic duvets), one or more bathrooms & toilets, automatic heating.

Comfort

Comfort is determined by taking into account the interior layout, equipment, space in relation to the number of beds, general condition, orientation, environment, geographical location of the accommodation, etc.

Rental price

The rental price is inclusive of VAT. Tourist tax, insurance for cancellation costs are extra.

Duration of the lease

The duration of the lease may not be extended without the express authorisation of the agency. Any tacit renewal within the meaning of Article 268 of the Federal Code of Obligations is excluded.

Cancellation

If cancelled up to 90 days before the date of arrival, the agency will not charge a fee.

In case of cancellation up to 30 days before the date of arrival, the agency requires 50% of the total amount of the reservation (unless the agency is able to find a replacement. In this case, the agency is entitled to the costs incurred in the search for the new tenant).

In case of late cancellation, the agency will charge the full amount of the reservation (unless the agency is able to find a replacement). In this case, the agency is entitled to the costs incurred in the search for the new tenant).

The tenant is obliged to accept the rented premises and cannot, in the event of impropriety, require the agency to change accommodation.

Cancellation insurance

The non-compulsory cancellation insurance allows the cancellation of the lease in the event of force majeure: illness, serious accident -according to the medical certificate to be produced-, death of the tenant, a direct descendant or ascendant, parents-in-law, significant damage caused to the tenant's property and imperatively requiring his presence at home. Illnesses and accidents dating back to a date prior to the conclusion of the lease are excluded from the insurance. The cancellation must be communicated to the agency within 48 hours of the reason for termination. When the termination of the lease is agreed to by the agency, it will reimburse the tenant for the amount of the rental received, less an insurance premium of 4% of the rent price.

Sale of the property

In the event of the sale of the rented property, the contract is maintained or the agency takes care of providing comparable accommodation.

Taking possession When

taking possession of the accommodation, the tenant will check the condition of the rented premises. If he notices any deterioration to the building or the furniture, he must inform the agency within three working hours of his arrival.

Occupancy

The premises are rented for residential purposes, to the exclusion of any other use; the tenant may not sublet them without an express request. Tenants wishing to stay with elderly or disabled people are obliged to find out about the facilities of access before concluding the lease.

Number of people

An excess number of people with the maximum allowed is excluded. In the event that the rented premises are occupied by a surplus of people, without the knowledge of the landlord, the tenant is exposed, for each additional occupant, to the payment of a sum that may be double the price paid by an authorised person.

Pets

Pets are not allowed unless otherwise permitted in writing.

Fumes

Smoking is strictly forbidden in the holiday accommodation.

Maintenance

The furniture and all existing appliances in the accommodation such as electrical installations, heating, bathing and toilet appliances, etc. are the responsibility of the tenant who must maintain them in order to return them in perfect condition when he leaves, except for normal wear and tear of the things used. During their stay, the tenant will maintain access to the rented premises, clean the accommodation regularly, remove household waste which will be packed in special bags for sale in grocery stores or supermarkets and deposit it in the places provided for this purpose. He will also be responsible for washing and storing dishes, cleaning the inside of the cabinets and the fridge.

The stove and oven will be cleaned after each use. Furniture, decorative objects, etc., must remain in their original place; The exchange of crockery and other objects from one dwelling to another is prohibited.

LOCATION

DOMICILIATION

VENTE

PROMOTION

GERANCE

Damage

The tenant is responsible for all damage caused "by his fault", such as frozen pipes, damage to appliances or others, etc. He takes all the usual measures and precautions to avoid them.

Repairs

The tenant has the obligation to inform the agency or the landlord of any repairs to be made. He is liable to pay the costs for the work ordered without the owner's knowledge.

Services

Before the tenant arrives, the agency or owner will take care of the opening of the snowy paths and the preparation of the accommodation. The agency or the owner is not responsible for the irregularity of the water or lighting services, the opening of snow-covered roads and declines, in general, any responsibility for lack of use that does not come from its fault.

Works – Noise

The agency is in no way responsible for noise caused by renovation work or brought into compliance in the other apartments when it has not been informed. A maximum compensation of 10% of the rental price may be granted under certain conditions. Tenants must notify us directly at the entrance of the premises so that the agency can try to find a solution.

Breakdown or lack of equipment

In the event that equipment is damaged or non-functional, the agency must be notified immediately. The agency is committed to trying to get them back up and running as quickly as possible. In the event that the TV or wifi is down, a maximum of CHF 5 per day may be requested.

Representation

At the request of the tenant and under certain conditions, the identity of the landlord may be disclosed.

Insurance

Property and movable property insurance is the responsibility of the while the tenant's personal belongings are the responsibility of the tenant.

Departure

The tenant undertakes to vacate the premises before 10 a.m. on the last day. He is required to report the

damage caused during his stay. Missing, damaged, mismatched, broken or cracked objects must be reimbursed to the agency or the owner, at cost price. The tenant is asked to return a normally clean accommodation. Any additional cleaning will be charged. The beds will be unmade, the dirty linen will be grouped together.

Booking and/or pricing error

In the event that the booking is clearly the result of an error in the display or calculation of the system, the Agency may cancel the booking free of charge within 72 hours (working days) after the booking. In this case, the Tenant may not demand the performance of the contract.

Modification of the contract

For all contracts, only the general terms and conditions of Agence Montan'Agence are in force. Any changes made by the Hirer to this Agreement will not be taken into consideration. Deviating agreements must be the subject of an explicit written agreement.

Litigation

This contract is valid as an acknowledgement of debt within the meaning of Article 82 LP, for the amount of the rental as well as for all sums due by the tenant under the provisions contained therein. For all details not provided for in this contract, Articles 253 et seq. of the Federal Code of Obligations apply. **For all disputes that may result from the interpretation, execution, non-performance or application of this contract, the tenant declares that he or she has chosen an address for service, with jurisdiction and jurisdiction before the competent judicial authority of Sierre.**

Costs not included in the price

Tourist tax	Fr. 3.00 per night per adult (children from 6 to 15 years: Fr. 1.50 per night per child)
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