

General Terms and Conditions of Contract and Travel

Clarification for Travelers and for the e-domizil AG

We, as e-domizil AG, Binzstrasse 38, CH-8045 Zurich, hereinafter referred to as "e-domizil AG", offer our services exclusively on the basis of the terms and conditions, which were sent to you in full as part of the Internet booking form before booking. Please read these carefully as you will be acknowledging the terms and conditions as binding in their entirety to you and persons registered with you when booking.

General Contract Conditions

1. Registration

1.1 Before booking each traveler must submit the data asked for on the logon screen to e-domizil AG. Your personal data is recorded, stored and passed on for the purposes of processing your booking. We make this personal data available to third party service providers, provided they are required to process your enquiry. Only unrestricted individuals over 18 years capable of entering contracts, legal entities or commercial companies may register. There is no legal entitlement to being admitted to participate in possible online booking processes. e-domizil AG has the right to refuse access without giving reasons or to terminate access once granted without giving reasons. This may occur in particular if the traveler has given false information when registering, repeatedly breaches the general contract conditions or if there is a suspicion of improper conduct.

1.2 Each traveler may withdraw their registration at any time. It is recommended that the traveler declare their withdrawal in writing. This does not affect obligations, which exist due to contracts already received.

1.3 In principle, e-domizil AG may not withdraw the registration – apart from if there is the risk of default – without appropriate prior notice. The affected traveler has no claim against e-domizil AG if a registration is withdrawn. This does not affect contracts, which were agreed before withdrawal; submitted booking requirements lose their validity, however, with withdrawal. Withdrawal will be communicated to the traveler in writing or by e-mail.

2. Concluding the Contract

2.1 The traveler offers e-domizil AG a binding conclusion of the holiday contract via the electronic medium (Internet) when entering the data and sending the booking by clicking the button "book now!" as well as the online auto response (confirmation of sent entries).

2.2 The registering person is liable for the contractual obligations of all persons listed in the registration as well as his own, provided he has explicitly accepted this obligation via a separate declaration.

2.3 The contract exclusively comes into force once the booking has been confirmed.

2.4 If the travel confirmation deviates from the service and/or property description of e-domizil's site or its partner sites, a new e-domizil offer will be made available, which the traveler may accept by giving his explicit agreement by paying the deposit for the travel costs, paying the remainder or commencing travel.

3. Conditions of Payment

3.1 A deposit of 20% of the travel price must be paid when the contract is concluded. Deposit will be deducted from the travel price. Written agreement to payment by SEPA direct debit or by credit card activates the charge at this point in time. If the direct debit scheme is selected upon booking the traveler shall grant e-domizil AG a SEPA basic direct debit order for recurring payments which shall be collected on the respective due dates listed on the invoice. e-domizil is authorized to shorten the pre-notification standard period of 14 calendar days for the SEPA direct debit orders up to one day prior to the SEPA direct debit collection. The pre-notification is a component of the invoice and shall not be sent out separately. Any applicable changes in the booking procedure up to the departure (e.g. booking of additional services or partial cancellations) shall have no effect on the shortening of the pre-notification period, they shall generate a new invoice which includes the pre-notification. The traveler agrees to maintain adequate funds in the aforementioned account. The traveler agrees to maintain adequate funds in the account. Any charges which arise in case of dishonor, chargeback, and internal handling, shall be borne by the traveler, provided that the dishonor or chargeback was not caused by e-domizil AG.

3.2 If you wish to pay by credit card, the card owner, card number, date of validity and security number will be requested. This information shall not be saved by e-domizil AG, but transmitted in encrypted form via secure servers to our responsible credit card institute, so that further payments, which are connected to this booking, can be activated without new requests for your data (e. g. payment of balance). All communication relating to your holiday home booking will be carried out within the framework of the SSL certificate and provides guaranteed security for you. Therefore you can pay your holiday home with e-domizil AG by credit card or direct debit over the Internet without concern.

3.3 The remainder of the price of travel is to be paid 4 weeks before departure at the latest, to be received by e-domizil AG. If a written agreement has been provided, the remainder will be debited from the account by direct debit. With full payment of the travel price before the start of occupancy, the traveler receives all further travel documents and the address of the person who has the key.

3.4 The total price of travel is due immediately for short-notice registrations of less than 4 weeks before the start of occupancy. In these cases, e-domizil AG reserves the right to send the travel documents by cash on delivery or courier service. A one-time fee of up to €25 in addition to the agreed travel price can be charged for this.

3.5 e-domizil AG can cancel the registered travel against a charge payable by the traveler in case of late or incomplete receipt of payment and can demand the corresponding cancellation fee according to point 7.3 as compensation.

3.6 Payments to e-domizil AG, especially payments from other countries, are payable without deduction of expenses and fees.

4. Services and Prices

4.1 The contractual service owed by e-domizil AG is the provision of the booked property in the condition and with the features as described in our offer, according to the information and explanations on the Internet or in the property description and any limiting or supplementary information and agreements.

4.2 Irrespective of any corresponding clarification, information or duty obligations in this respect, the e-domizil AG service obligation does not include all circumstances not directly in association with the prop-

erty and the contractual services, especially the property's surrounding area, beach or local conditions in the holiday resort.

4.3 e-domizil AG makes the effort to meet special requests wherever possible. Special requests, conditional bookings or verbal side arrangements are only valid if confirmed by e-domizil AG in writing or by e-mail.

4.4 Third parties are not entitled to make different promises or make arrangements, if they are not authorised to do so, without written confirmation from e-domizil AG. e-domizil AG does not give the person on location handing over the key permission to give legal explanations.

4.5 The travel price and other costs results from the travel confirmation. Travel price is calculated proportionally if travel falls between two different seasons. Optional or consumption related additional costs such as for electricity, gas, heating, telephone, visitor's tax and costs for end cleaning, additional sheets, towels, fire wood and other additional services provided by the property owner or a third party are generally not included in the travel price. As long as no other arrangements are made in the travel confirmation, these are to be paid directly on location to the landlord or key holder as applicable and upon use of the service. Unpaid or short paid amounts will be subsequently requested plus a processing fee of €25.

4.6 There is no entitlement to a partial refund if the traveler does not make use of services due to reasons that are not the fault of e-domizil AG. However, e-domizil AG refunds amounts actually refunded by the service provider.

5. Service and Price Changes

5.1 Changes or deviations in individual travel services from the agreed content of the travel contract necessary after the conclusion of the contract and not caused by e-domizil AG in bad faith are only permitted if they are not significant changes or deviations and do not have a negative impact on the booked travel. Any guarantee claims remain unaffected if the amended services are deficient.

5.2 The details shown on the internet are generally binding for e-domizil AG if they have become the basis of the travel contract. e-domizil AG, however, explicitly reserves the right to declare an amendment to details on the internet due to justified, significant and unforeseeable reasons before conclusion of the contract,

which the traveler will of course be informed about before booking.

5.3 e-domizil AG reserves the right to change the offered price confirmed with the booking, in the event of a change to exchange rates affecting travel or in the case of an increase or the introduction of duties and taxes, by the amount by which travel has become more expensive for us, as long as there are more than four months between receipt of the travel confirmation by the traveler and the agreed date of travel. e-domizil AG immediately informs the traveler, 21 days before the start of travel at the latest, in this case.

5.4 Should price increases exceed 5% or essential travel services be significantly amended, the traveler can withdraw from the travel contract without paying a fee or demand to participate in equivalent travel if e-domizil AG is capable of offering such travel from its portfolio without additional costs. The traveler must enforce this right towards e-domizil AG immediately upon declaration.

6. Specific Obligations of the Traveler and Deposits

6.1 The specified dates of arrival and departure are binding. Arrivals are usually between 16:00 and 18:00. Any modifications concerning departure / arrival times will be communicated with the travel documents. The traveler must inform the key holder for the booked property or the contact stated in the travel documents of any late arrivals. There is no claim to transfer the key and occupancy of the property on the day of arrival in the event of late arrival. Departure is before 10:00. The traveler can use the holiday property including all furniture and objects. He/she is obliged to treat the residential unit and the inventory and any communal facilities with the utmost care and to consider any neighbors. Any damages caused due to the traveler's actions or those of companions and guests must be reported immediately and replaced.

6.2 The holiday properties may only be occupied by the number of persons in the travel registration. Children count as persons. Other or additional persons can be turned away on location or charged separately.

6.3 Pets in the property are only permitted in the holiday properties specifically stated. Written permission from e-domizil AG must be obtained in advance in all other cases. The traveler is responsible for observing the valid entry requirements for the pet. Use of the property may be prohibited or supplementary fee charged if this is not observed.

6.4 The travelers must generally clean the property before departure; particularly the kitchen facilities, tableware and cutlery. The traveler makes sure that the holiday property is swept clean and arranges thorough end cleaning including all of the furnishings if no other arrangements are made. If general or end cleaning is not undertaken or is insufficient, the traveler will be charged a flat-rate of €210 or the specific costs for subsequent end cleaning directly on location, offset against the deposit, or subsequently invoiced. e-domizil AG explicitly reserves the right to make further claims to replacement of damages (e.g. due to inability to use items). The traveler has the right to prove fewer damages have been incurred than the flat-rate amount.

7. Cancellation by the Traveler, Bookings Changes and Substitutes

7.1 The traveler can withdraw from travel at any time before the start of travel. The declaration of cancellation takes effect on the day on which it is received by e-domizil AG. The traveler is recommended to declare cancellations in writing.

7.2 If the customer withdraws from the contract or if he/she or a substitute does not travel, e-domizil AG can demand compensation for the travel arrangements made and the expenses incurred. The usual saved expenses and usual other possible use of travel services are to be considered in the calculation of compensation.

7.3 e-domizil AG can make the claim to replacement of damages dependent on the period of time between the time of cancellation and contractually agreed start of travel and can charge the following flat-rates as a percentage of the travel price:

- up to 61 days before the start of travel: 0% of the travel price
- 35 to 60 days before the start of travel: 50% of the travel price
- 34 to 2 days before the start of travel: 80% of the travel price
- later withdrawal before the start of travel: 95% of the travel price
- failure to start travel: 100% of the travel price

The traveler has the right to prove that fewer damages have been incurred.

7.4 e-domizil AG is entitled to demand specific, higher compensation in an individual case deviating from the above-mentioned flat-rates. e-domizil AG is obliged to

specifically calculate and prove the incurred expenses in this case.

7.5 If changes are made with respect to the travel date or holiday property at the request of the traveler (booking change), e-domizil AG charges a booking change fee of €25 up to 60 days before the start of travel if the booking change is possible and can be carried out. Requests for booking changes can no longer be taken into consideration after this deadline due to organizational reasons. Only cancellation of the existing booking and a new booking can be made in these cases unless the booking change requests only cause minimum costs.

7.6 The traveler should declare all cancellation, booking change and amendment declarations in writing due to verification reasons and to avoid any misunderstandings. The resulting fees are due for immediate payment.

7.7 Arrangement of a travel cancellation insurance policy is urgently recommended to avoid charging the described cancellation fees to the customer.

8. Withdrawal and Cancellation by e-domizil AG

e-domizil AG can withdraw from the travel contract before the start of travel or cancel the travel contract after the start of travel:

8.1 Without complying with a notice period if the traveler and/or a companion continuously disturbs execution of travel despite being given a corresponding warning, puts others in danger due to his/her behavior or otherwise behaves in such a way in violation of the contract (possibly also breaching the landlord's house rules) that immediate annulment of the contract is justified.

8.2 Without complying with a notice period if execution of travel is made significantly difficult, endangered or impaired as a result of unforeseeable force majeure at the time of concluding the contract.

The travel price is forfeited if e-domizil AG cancels the travel contract in accordance with point 8.1. If e-domizil AG withdraws from the contract in accordance with point 8.2 before the start of travel, all previously paid amounts are promptly refunded and further claims are explicitly excluded; if e-domizil AG withdraws from the contract after the start of travel, the traveler received the proportion of the travel price that corresponds with e-domizil's saved expenses.

9. Responsibilities and Rights of the Traveler

9.1 The traveler is obliged to immediately report any incurred damages to the owner or key holder of the property or the contact stated in the travel documents and to request assistance. Claims remain applicable to you unless the required objection is omitted through no fault of your own. If complaints by the traveler cannot be rectified locally or insufficiently, please exclusively inform e-domizil AG by telephone on +49 (0)211 668 878 210 or by email to customercare@ehr.ag.

9.2 You are obliged to enforce any claims from the contractual relationship within one month from the contractually scheduled end of occupancy exclusively to e-domizil AG, Binzstrasse 38, CH-8045 Zurich. This does not apply to claims for damages which were caused by e-domizil AG on the grounds of gross negligence or physical damages. You can only enforce claims after expiry of this deadline if you were hindered in complying with the deadline through no fault of your own.

10. Scope of Liability and Provision of a Local Contact

10.1 e-domizil's contractual liability for replacement of damages that are not physical damages is limited to the price of travel, as long as damage to the traveler by e-domizil AG was not caused intentionally or due to gross negligence or if e-domizil AG is only responsible for damaged incurred by the traveler due to the culpability of a service provider.

10.2 e-domizil AG is not liable for disturbances to services in association with services mediated by explicitly identified as external services, and which were not caused by e-domizil AG, neither by intent nor by gross negligence.

10.3 The traveler is personally responsible for sport and other holiday activities. The traveler should check any sport facilities, equipment and vehicles before using them. e-domizil AG is only responsible for accidents that occur at sporting events and other holiday activities if e-domizil AG is culpable. e-domizil AG recommends the arrangement of sport and accident insurance cover.

10.4 The local contact (landlord or key holder etc.) do not exercise the function of a travel agent and are not representatives of e-domizil AG, nor do they have the authorisation to acknowledge claims or make/accept legally binding declarations.

11. Expiry and Transfer Ban

11.1 Your claims as well as those of your fellow travelers against e-domizil AG have a limitation period of one

year as of the contractual end of the travel. Excluded hereof are claims for injuries to life, physical injuries or to health as well as other damages due to gross negligence.

11.2 The transfer of claims against e-domizil AG to third parties – including spouses and relatives – is excluded for which ever legal reason. Legal enforcement of transferred claims is also excluded.

12. Ombudsman

You should contact the independent ombudsman of the Swiss travel industry before a legal dispute or in case of legal questions regarding this contract. The Ombudsman strives to reach a fair and balanced agreement between you and e-domizil AG on all types of problems.

13. Other Terms

13.1 Should one of the above terms be or become ineffective, the remaining terms retain their validity. The effectiveness of the travel contract as a whole remains unaffected.

13.2 The contractual relationship between you and e-domizil AG is subject to Swiss law. The place of jurisdiction is the registered office of the e-domizil AG.

Contract partner as travel agent:

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