

## 1. General

Your contractual partner is the company HHD AG Glattbrugg/Switzerland (hereinafter also simply known as HHD). By entering into an agreement with AXA Versicherungen AG, HHD has ensured that in the event of HHD becoming insolvent, you are assured of having your travel expenses refunded. Further details can be found in the section 'Insolvency protection'. Moreover, the following booking terms and conditions shall apply; these are in addition to the statutory regulations.

## 2. Entering into a booking contract

2.1. A booking may be made either with your travel agent or in writing, by phone or e-mail to HHD or through the internet. By making a booking you are submitting a binding offer to enter into a contract with HHD. The electronic confirmation of receipt of your booking shall not in itself constitute a confirmation of acceptance of your booking. The invitation to tender for holiday rental arrangements by HHD and the supplementary information from HHD alone shall determine the scope and type of the services to be rendered under the contract, provided that you have them when placing an order.

2.2. Please ensure the contractual commitments of those people for whom you are making the booking are as if you are making the booking for yourself, provided that you have entered into this commitment by making an express and separate declaration to that effect.

2.3. The booking contract is in the form of the booking confirmation sent to you by HHD on a durable data carrier, which will take place straightaway, and within 7 days of the booking being received.

If there is a discrepancy between the booking confirmation and the booking made, please advise HHD as soon as possible so a revised offer can be sent to you. The new offer is brought to the attention of HHD on the basis of the change and it has fulfilled its pre-contractual duties to provide information and that you have stated your express declaration to accept the offer or have done so by making a payment in advance within the period advised by HHD.

2.4. We would point out that under the statutory regulations you are not entitled to a right of revocation for the services offered to you. The regulations listed in these terms and conditions under 'Withdrawal' shall apply. The correction of manifest errors, e.g. as a result of printing or arithmetical mistakes or allocation errors in the internet is reserved.

2.5. The subsequent renting out of holiday homes and apartments with HHD is not allowed as is the marketing as a trip organiser with its own pricing.

2.6. We are happy to consider any customer requests when a booking is made. Please note, however, that HHD is unable to guarantee that such requests will be met. Special requests as well as bookings made subject to conditions and verbal agreements shall only be valid in those cases in which they have been confirmed by HHD.

2.7. Bookings for ferries and hire cars shall only be made by HHD acting in

the capacity of a third party, and no obligations shall accrue to HHD, nor can it be held liable for contractual disruptions of any type. Transactions shall be based upon the terms and conditions of business/terms and conditions of cancellation of the respective service provider.

## 3. Payments/Travel documents/ Withdrawal in the event of a default in payment

3.1. The down payment shall amount to 20% of the booking price. It shall become payable immediately upon receipt of the booking confirmation. The payment of the remainder of the booking price shall become payable 4 weeks prior to departure. If bookings are made less than 4 weeks prior to departure, the whole booking cost shall be payable immediately.

3.2. All the travel documents shall be ready for collection from your travel agent, or they will be sent to you in the post or by e-mail.

3.3. If a down payment and/or final payment has not been received by the agreed due date, we will consequently be entitled to withdraw from the booking contract after sending out a payment reminder. This sets a period of time for payment to be made and, in accordance with these terms and conditions of booking, charge the costs of withdrawal to you (Point 6.2.).

## 4. Special terms and instructions

4.1. The services offered by us are, as a matter of principle, not suitable for **people with restricted mobility**. We would be happy, however, to advise you on a case-by-case basis on such matters.

### 4.2. Ancillary costs on site

According to legal precedent, fixed costs (obligatory ancillary costs) which have to be paid in all cases, are fixed costs and included in the booking price. Variable costs dependent upon the number of people travelling, the composition of the travel group or upon consumption (e.g. visitor tax, electricity, gas, heating, firewood, water, laundry charges) some of which are to be paid to the Owner or Key-holder, depending upon the level of consumption at the holiday property. As a rule, payment is to be made in cash. If ancillary costs are listed, they shall be charged at the stated amount for children above the age of two years.

4.3. When handing over the keys, the Owner or Key-holder is entitled to request a suitable **deposit**. The deposit is normally in Euros. If credit cards are accepted, this is shown on your Booking Confirmation. The deposit will be reimbursed on site when the rented premises have been returned in appropriate condition. In some cases the deposit may only be reimbursed to the customer by bank transfer after the customer's departure. Any compensation claims from the Owner for damages will not be affected by the reimbursement of the deposit paid for the keys. The deposit and handling of the deposit, as well as the settlement of the ancillary costs on site, are not covered by the booking contract with HHD as the trip organiser.

4.4. No information will be provided as to how much the **visitor tax** in the individual resort will cost when the

brochures are sent out, since the precise amounts are, as a rule, still not known at the time of publication. Depending on the resort, visitors should expect to pay between €0.50 and €7.00 per person/day (reduced rates are normally available for children).

### 4.5. Cleaning the rental property

**Basic cleaning is to be carried out by you as the customer, regardless of the fact that a final clean will be carried out by the Property Owner. The basic clean includes cleaning the kitchen surfaces, rinsing and putting away the crockery, removing all the remaining food as well as all rubbish, stripping the beds, and sweeping or vacuuming all rooms so that the rented premises can be returned in a swept-clean condition.**

**The final clean includes, amongst other things, a thorough clean of the kitchen/kitchenette, bath/shower/toilet and washing the floors. In some properties you will be offered the option of cleaning the holiday apartment/holiday home yourself and leaving the cleaning to the Owner/Key-holder will incur a fee reflecting normal rates charged for cleaning in that resort. You can find information about this in the description of the respective property.**

4.6. It will be shown on the Booking Confirmation documents whether **bedding and towels** are provided at the rented properties or if visitors have to bring their own, or possibly if they have to be hired from the key-holder as a compulsory requirement. The standard width for double beds and double sofa beds is 1.40 m. If bedding and/or hand towels can be hired in the resort and you wish to use this service, please state this at the time of booking. Whilst tea towels are often provided by the Owner, we do still recommend that guests bring their own. Visitors should always bring their own beach towels. As a rule, visitors should bring toilet paper, washing-up liquid and detergents with them.

4.7. It will state in the Booking Confirmation whether **additional beds and/or cots** are provided. You should always bring bedding with you for a cot. Please check if a cot is included in the maximum number of persons allowed to rent the property, or whether another person (child) may stay at the said rental property. Cots are generally suitable for children up to the age of 2. Additional beds and costs must always be ordered when a booking is made and in some cases confirmed to the guest. The order confirmation must include a note to the effect that an extra bed/or cot has been booked. As a rule it is only possible to have one extra bed or one cot.

### 4.8. Pets

The Booking Confirmation also states whether a **pet** (basically a dog or cat) is allowed at the holiday accommodation. A pet must always be registered when making a booking and information must be supplied describing the pet and its size, even if the property information states that pets are allowed. **Permission to bring a pet shall, as a matter of principle, only be granted for one pet, unless the property details state otherwise.**

If pets are not allowed at the property, this does not mean that it can be guaranteed that no pets at all will be allowed in the building, or in the holiday complex, or that there will be times when pets are not allowed in the building in which your rental

property is located. Whether there are any pets depends upon the ownership structure of a holiday complex, as some properties there will be owner-occupied, so that they are not subject to any regulations imposed upon visitors. Or the Owner of a rural property may have a dog himself and does not want his dog to come into contact with visiting dogs.

If, on the other hand, pets are allowed, this will not automatically mean they may do as they wish and go anywhere. In almost all holiday complexes dogs will not be allowed in swimming pool enclosures and on the grass, and they certainly will not be allowed to enter restaurants or similar public areas. Dog owners are often asked to put their dog on a lead. Dogs are not allowed to enter the swimming pools of individual houses. Pets must not be left on their own in rented premises. The EU or CH pet identification showing that the pet has been vaccinated against rabies is a legal requirement and recognised in almost all countries. The animals must be identifiable by means of a microchip. Certain breeds of dog, mostly the so-called fighting dogs, are subject to strict regulations in many countries, or are subject to a blanket prohibition. Please find out the regulations applicable to you in good time, preferably from your vet or via the internet.

If pets are brought along without permission, HHD may insist that the animals concerned are removed. The **right of termination** to which HHD is entitled under Point 7 shall not be affected by the above.

4.9. The holiday homes and apartments are supplied with a full set of crockery and cutlery sufficient for the number of booked guests. Technical domestic appliances such as ovens, microwaves, washing machines, coffee makers, or washing machines will only be provided if they have been expressly mentioned in the description of the holiday property.

### 4.10. Heating

**Heating is not always available in holiday accommodation in summer destinations, especially in the south. Central heating in the form of gas heating systems, electric heating, paraffin heaters, or wood pellet stoves is generally switched on/off by guests themselves. If there is a heating system, information about how it can be switched on and off will be provided by the Owner/Key-holder.**

### 4.11. TV/TV reception

TV in the property description means a colour TV. If reception is possible by satellite or cable, then the TV referred to will mean a satellite TV or cable TV. This does not, however, necessarily mean that there is a guarantee that programmes can be received in all languages.

4.12. **Internet/Wifi** is only available if expressly mentioned in the property description/confirmation. We will not guarantee that it will be available all the time, nor guarantee speed, compatibility and security. As a result, you will be responsible for taking adequate security measures for your devices. Use may be restricted. Internet/Wifi is normally provided for holiday purposes and is therefore not suitable for business use or similar. Use of the internet/Wifi is at the user's own risk. Applicable laws must be observed when using internet/Wifi. In particular, you will be obliged to

refrain from downloading files or accessing data containing material (e.g. films pieces of music) protected by copyright but which are nevertheless illegally disseminated in the internet via file-sharing networks or similar. **Likewise, you are not permitted to download files with criminal content or using illegal means.** Furthermore, you will be obliged to point out to those travelling with you (including underage visitors) that they must obey the law applicable and conduct regular checks. In the event that a culpable breach is committed, as stipulated in this text under the heading "Internet/Wifi", you shall indemnify us from all third party claims.

4.13. If the property information states there is **garden/patio furniture** available, this does not necessarily mean that there will be a garden chair available for **every** person. This also applies to **sun loungers**, which are often in limited supply. Covers for sun loungers are not provided by many Owners for hygiene reasons. Sun loungers and sun shades are likewise only available if they are mentioned in the property details.

4.14. Please note, property information also states whether a holiday home or a holiday complex has a **swimming pool**, usually along with information about the season opening dates of the pool. Please note, however, that the dates stated for the beginning and end of the season may be changed due to weather conditions. Please take note of the opening hours stated by the management for **swimming pools in holiday complexes** and any particular rules there may be governing the use of the swimming pool. These may for example include rules regarding the wearing of swimming shorts in the swimming pool, playing with balls, the use of lilos etc. or state that bathing caps must be worn (in Italy in particular).

#### 4.15. Duty to exercise care

As a Tenant you will be entitled to use the entire rented property including furniture and household objects. You will be obliged to handle the rented premises and its inventory plus any communal fixtures with maximum care. You will be obliged to make good any damage caused by you or the guests accompanying you while you are renting the property. Damage caused may be offset against your breakage deposit.

4.16. You are not allowed to use or plug in items with a **high charging load** such as air conditioning, mini-pools, e-bikes, electric cars etc.

4.17. In some large holiday complexes you will be asked to wear an **wristband**. Holidaymakers will have to wear an armband for organisational reasons and to make it possible for guests of the complex to be identified.

4.18. The rented premises must not be occupied and used by a greater number of guests than stated in the brochure or on the website and confirmed in the booking confirmation. **The maximum number of people stated also includes children and toddlers**, unless otherwise agreed with HHD and confirmed in the booking confirmation.

Overcrowding a rented property will entitle HHD to increase the rental on a proportional basis plus any additional costs retrospectively. The **right of termination** in Point 7 to which HHD is entitled will not be affected by the above.

4.19. The **infrastructure operators** named in the documents (means of transport, shops, restaurants, sports facilities, public beaches and their fixtures etc.) are not covered by our services and HHD cannot be held responsible for any disruption to such infrastructure. These facilities shall be responsible for deciding their opening hours etc. The same shall apply for the public and private utilities (such as water works and electricity supplier). Information provided about the weather shall not constitute a guarantee. Any obligations we may have to clarify matters, provide information and to exercise care shall not be affected by the above.

#### 4.20. Special offers

Any variable ancillary costs which may be incurred when visitors take advantage of special offers, e.g. 3 for the price of 2 or 7 for the price of 5, a percentage reduction on the rent, promotional campaigns such as for example, discounts for early bookings, or special offers for families and OAPs sales shall have to be paid for the full duration of a stay.

4.21. As a rule, the **time of arrival** should be between 16:00 and 19:00 hrs on the intended **arrival date**. If, during the journey to the resort you note that you will probably be arriving late, it is essential that you inform the Key-holder in good time. He will endeavour to be present upon your arrival (a fee may be charged for this). However, there is no guarantee that this can be arranged. Please arrange alternative arrival times with the key-holder/HHD if necessary.

4.22. Please hand over your travel documents to the Key-holder **upon arrival**. The keys will not necessarily be handed over to you upon your arrival/returned by you at your holiday accommodation, or resort itself. During the season you may have to wait at the place specified where the key is to be handed over to you/returned by you.

4.23. **You must make every effort to arrive on the date stated in the travel confirmation**, as arriving on alternative dates cannot always be catered for, for organisational reasons. You must always enquire with HHD in advance as to whether it is possible to arrive on an alternative date. If this is possible, it will be confirmed by HHD.

4.24. If you are unable to occupy the property as agreed, as a result, for example, of very heavy traffic on the roads, or for personal reasons, and there are no unavoidable and exceptional circumstances at your destination, or in its immediate vicinity making it much more difficult for you to arrive on time, (as mentioned under Point 6), HHD shall be entitled to receive the payment regulated under Number 6. The same shall apply if you leave the premises early.

4.25. On your **departure date** as stated in the travel confirmation, the rented premises must be vacated and handed over in a clean condition, i.e. the same condition as it was presented to you, to the Owner, or his representative, no later than 10:00 hrs. Please find alternative departure times, should you need them, in your travel documents.

#### 5. Amendments to the contents of your contract prior to setting off on your outward journey from home

HHD may amend features of the booking, **not affecting the price**, before the contract commences, provided that such differences are minor and do not have a detrimental impact upon the overall arrangement of the booking and provided that they have not arisen as a result of acting in bad faith. The Customer will be notified of this straightaway on a durable data carrier once the reason for the change has been ascertained.

In the event that there is a considerable change in the contract, you will be entitled to accept the change within the period of time set by us at the same time as the notification, or to withdraw from the contract without receiving compensation or to accept an alternative holiday property, if this has been offered by us. **Should you fail to respond within the period of time set by us, the offer made by us to amend the contents of the contract shall be regarded as having been accepted.** Any warranty claims that may arise shall not be affected.

#### 6. Withdrawal/Compensation/Replacement guests

6.1. You may withdraw from the booking at any time prior to the holiday start date. It will be the receipt of the statement of withdrawal by HHD which shall determine whether you have cancelled on time. If the booking was made through a travel agent, you may also inform the travel agent of your withdrawal. Please ensure the withdrawal statement is sent via a **durable data carrier**. If you withdraw from the booking before the start date or do not arrive at your holiday property, you will be entitled to receive reasonable compensation instead of a claim to have the price of the trip refunded. **If HHD is responsible for your withdrawal**, or if exceptional circumstances arise at the destination or in its immediate vicinity, making it much more difficult for you to travel to the destination, HHD cannot demand payment.

Unavoidable and exceptional circumstances are beyond the control of HHD and their consequences could not have been avoided even if all reasonable precautions have been taken.

6.2. HHD has laid down the following cancellation charges taking into consideration the period of time between the withdrawal statement and the beginning of the trip as well as taking the expected savings into consideration and the expected gain from the holiday property being used by someone else.

As a rule our **withdrawal fees** are as follows:

- 10% of the rental price up to 43 days before the start of the services,
- 50% of the rental price from the 42nd to the 29th day before the start of the services,
- 80% of the rental price from the 28th to the 2nd day before the start of the services,
- The entire booking price is charged if withdrawal is later than the 2nd day or you are a no-show.

You, as the Tenant, will be asked to prove that HHD has not incurred any losses, or losses significantly less than the lump sums demanded. At your request we are obliged to substantiate the amount of compensation demanded by us. If, as a result of your withdrawal, we are obliged to refund you the cost of the booking, we shall do so straightaway, and in all cases within 14 days from your withdrawal.

6.3. Before the rental period, HHD may withdraw from the contract if it

is not possible to fulfil the contract due to unavoidable and exceptional circumstances. In this case HHD shall forfeit its right to the full payment of the booking.

6.4. You are entitled to nominate a **replacement Tenant** to take your place: he/she shall enter the contract with HHD in your place. The precondition for this, however, is that HHD receives notification to this effect on a durable data carrier at least seven days prior to the beginning of the trip, so that the necessary rebooking arrangements can be made. HHD may object to the replacement tenant nominated by you if the named replacement tenant is unable to fulfil the specific requirements of the booking, or if there are statutory regulations and/or official instructions prohibiting this. The replacement guest shall enter into the rights and duties of the rental contract previously held by you when HHD confirms the nominated replacement tenant.

The costs incurred by HHD as a result of this change shall be charged to you at € 20 per change.

#### 7. Termination of contract for conduct-related reasons

HHD may terminate the rental contract without observing a notice period if the holidaymaker persistently disrupts the stay, in spite of being warned to refrain from doing so, or if he conducts himself in breach of the contract to such an extent that the immediate cancellation of his contract is justified. This shall apply, for example, if other people are placed at risk. In this case the rental price will be forfeited, whereby saved expenditure or benefits as a result of being able to allocate the services etc. to another person shall be offset by HHD, including any sums which may have been credited by service providers.

#### 8. Duty to notify

8.1. As a Customer you will have to inform HHD or your travel agent if you have not received the necessary travel documents within the time notified by us. In keeping with the statutory regulations, should there possibly be a disruption in the services provided, you will be obliged to take all reasonable steps to rectify the fault and keep damage to a minimum, or to prevent it. Customers are therefore **obliged to notify HHD of complaints straightaway**. If you fail to meet this obligation, **the result may be** that you will not be entitled to a claim arising from defective contractual fulfilment if they could have been rectified had you notified them as required. (Only in such a case will the so-called obligation to reduce damage apply.)

8.2. If the rental property is not presented in accordance with the contract, or if there are any defects in the rented accommodation, you may request a remedy.

**In this case please contact us straightaway (or alternatively via your travel agent), preferably by telephone or otherwise by e-mail at**

**HHD AG  
Sägereistrasse 27  
CH-8152 Glattbrugg  
+41 (0)43 810 91 26**

Postal address and address for special delivery letters:  
**Sägereistrasse 27  
CH-8152 Glattbrugg**

**so that any suitable measures specified by HHD may be taken to review**

the complaint, and, if necessary, to put right the disruption to services, or to provide a replacement of equivalent value. The decision to put right the disruption to services or to provide a replacement of equivalent value shall be made by HHD. The contract may only be terminated subject to the provisions below in Point 8.3.

The service providers (Owner, Keyholder, Agency etc.) are not party to the contract and do not function as a tour management, nor are they representatives of HHD, nor are they authorised to recognise claims and to submit and/or receive legally-binding declarations.

8.3. You may only assert claims against HHD on account of booking services not having been rendered in accordance with the contract after the rental period has ended and subject to the following circumscribed preconditions, whereby we recommend as a matter of urgency that a claim is made via a durable data carrier. Your travel agent (Travel agency, internet travel portal etc.) is authorised to take receipt of notifications of claims and compensation claims and to forward them on to HHD.

The precondition for this is that the booking services or the replacement services accepted by you have not been rendered in accordance with the contract, and in addition to this, that you have not failed to report the defect immediately and that a sufficient remedy has not been forthcoming. If the stay was adversely affected to a significant extent as a result of defects, you may withdraw from the rental contract and have a proportion of the price you paid for the rental refunded in addition to any other expenses you may have incurred. As a rule, the precondition for this is that you notified HHD that the service was not rendered in accordance with the contract, setting HHD a reasonable period of time and that you requested a remedy, and this period of time elapsed without the remedy being effected. You will not have to set a period of time if a remedy is impossible, or if HHD, as the tour operator, refuses to do so, or if an immediate remedy is required.

#### 9. Liability/Limitation of liability

9.1. If there is something wrong with the booking, i.e. the rental booking is not fulfilled as specified in the contract, irrespective of a reduction in the price of the booking, or termination by you (or withdrawal) you may also claim compensation for damages, unless the defect is attributable to the following causes:

- culpable acts or failure on your part or on the part of a person travelling with you and sharing accommodation to take appropriate action;
- unforeseeable or unavoidable failure to perform by third parties who are not involved in rendering the contractual services;
- unavoidable, exceptional circumstances.

9.2. External factors, force majeure, and special regional factors such as the presence of insects, stray dogs, inclement weather conditions or the condition of public roads will not entitle you to assert a claim against HHD. Claims against HHD on account of a breach of pre-contractual or contractual duties to provide clarification shall not be affected by the above.

9.3. The liability of HHD for damages arising from a breach of contractual duties, and which are not physical in-

jury and which have not been caused as a result of intent or gross negligence shall be limited to three times the price of the trip. Any claims which are made over and above this, under international agreements or on the statutory regulations based on them, shall not be affected by these limitations of liability.

9.4. The liability for property damage for compensation claims for damages based on illicit acts asserted against HHD not attributable to intent or gross negligence shall be limited to three times the booking rental price.

#### 10. Limitation

The holidaymaker's claim shall lapse after two years. These claims cover in particular the right to request a remedy as well, if HHD contrary to its duty fails to do so, finding a remedy himself and demanding reimbursement of the necessary expenditure. Furthermore, you will be entitled to request a remedy by means of alternative travel services (substitute services) as well as the costs incurred by you when alternative accommodation may be necessary. If the relevant preconditions have been satisfied, you may terminate the contract as well as assert the right arising from a reduction of the booking price and demand compensation for damages or the reimbursement of expenditure incurred by you.

The period of limitation shall commence on the day in the booking period is due to end, according to the contract. The statutory regulations suspending the period of limitation shall also apply in this case.

The period of limitation applicable for claims asserted on account of death, personal injury and physical harm, gross negligence or intentional breaches of duty by HHD, a legal representative or assistants of HHD shall be determined in each case by the statutory regulations.

Claims asserted by HHD shall become invalid six months after the end of the booking period.

#### 11. Ombudsman

Prior to settling any dispute that may arise between you and HHD, you should approach the independent ombudsman responsible for the travel industry. Should any problems arise between you and HHD, or the booking agency through which you made the booking, the ombudsman will endeavour to come up with a fair and balanced solution:

Ombudsman der Schweizer Reisebranche  
Etzelstrasse 42, Postfach, 8038 Zürich  
Tel: +41 (0)44 485 45 35  
(Opening times: Monday to Friday 10:00-16:00)  
www.ombudsman-touristik.ch or  
info@ombudsman-touristik.ch

#### 12. Insolvency protection for the customer

In the event that HHD should become insolvent, the insurance company providing insolvency protection named below will ensure that the rental price paid by the Customer will be refunded in the event that HHD becomes insolvent:

1. Travel services are cancelled or
  2. The holidaymaker fulfils demands for payment made by service providers for travel services rendered, when HHD has failed to fulfil claims for payment of the same services.
- Should HHD become insolvent, this

shall be regarded as being the equivalent of the opening of insolvency proceedings on the assets of HHD, and the rejection of an application for the opening of such proceedings on account of insufficient assets.

The above liability of the insurance company providing insolvency protection is limited. It shall only be liable for all the sums to be refunded by him in one year up to a total amount of 45 million CHF. Should this sum not suffice to cover all customers, the amount refunded shall be reduced by the ratio of the total amount of the claim to the maximum amount of cover. Sums payable shall only be refunded after the year (01.01 to 31.12) in which the event insured against occurs has ended.

The insurance company providing insolvency protection is AXA Versicherungen AG, Kredit & Kautions, Postfach 357, CH-8401 Winterthur, a business domiciled in Switzerland and covered by the Swiss financial supervisory authority.

Should you have any queries, please contact:  
AXA Versicherungen AG, Kredit & Kautions, Postfach 357, CH-8401 Winterthur; Tel: + 41 800 809 809

#### 13. Data protection

Our data protection statement shall apply for handling personal data in connection with these General Contractual Terms and Conditions. This may be read at [www.interhome.ch/data-protection](http://www.interhome.ch/data-protection).

#### 14. Travel cancellation insurance

Our services include cancellation insurance with Europäische Reiseversicherung AG. This is included in the price of the rental. This group insurance contract will automatically cover all holidaymakers making a booking. You will receive your insurance certificate together with confirmation of your booking. Your insurance certificate will show the terms and conditions of insurance together with other details. We would recommend that you take out supplementary travel insurance in addition.

#### 15. Recommendation for a private liability insurance policy

As a rule, private liability insurance policies will also cover damage caused by you as a Customer in holiday homes/apartments. We would recommend that you check whether your insurance policy also covers this type of damage in other countries as well.

#### 16. Regulations governing passports, visas, health, customs and foreign currency

As the Customer, you are personally responsible for complying with the regulations in force for both Switzerland and other countries governing entry and exit, as well as health regulations, passport and visa regulations, and the regulations governing the entry of pets. Travel and security regulations, entry regulations, visa and health regulations are shown in the website of the Swiss Foreign Office. The embassies/consulates in the countries you will be visiting will also provide you with information.

All fines accrued by you as a result of failure to comply with these regulations, in particular the payment of withdrawal costs, shall be your responsibility, unless they are the result of having been supplied with false or insufficient information by HHD.

#### 17. Choice of law and Other Provisions

##### 17.1. Applicable law

If it is possible to choose a law, the Parties shall decide that Swiss law shall apply.

##### 17.2. Other Provisions

The above provisions shall not apply – if, and insofar as, provisions laid down in international agreements governing the rental contract between the customer and HHD are mandatory, other provisions shall apply for the benefit of the Customer or

– if, and insofar as, provisions in the member state of the EU, of which the Customer is a national, are mandatory giving the Customer better terms than those provisions mentioned above or the corresponding German regulations.

Should individual provisions in the rental contract be void, this shall not result in the rental contract as a whole becoming void.

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##### Data Security Administrator

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