

## General Contractual Terms - Effective as of November 1, 2023

- 1. Conclusion of Contract and Payment Conditions** The contract between the tenant and the landlord is concluded when the tenant confirms the reservation in writing or orally. The deposit and final payment are specified in the contract. If the payment is not received by the agreed-upon date with the landlord, the landlord reserves the right to rent the property to others without further notice and without any obligation for compensation.
- 2. Additional Costs** Additional costs such as electricity, gas, and heating are included in the rental price unless expressly stated otherwise in the contract.
- 3. Handover of the Rental Property; Complaints** The rental property is handed over to the tenant in a clean and contractually compliant condition. If there are defects or missing inventory items during the handover, the tenant must promptly report this to the keyholder/landlord. Otherwise, the rental property is considered to have been handed over in perfect condition. If the tenant takes possession of the property late or not at all, the entire rental fee remains payable.
- 4. Careful Use** The tenant undertakes to use the rental property with care, adhere to the house rules, and show consideration for other residents and neighbours, particularly during the quiet hours from 10:00 PM to 7:00 AM and by wearing house slippers. In the case of any damages or other issues, the landlord/keyholder must be informed promptly. The rental property may only be occupied by the number of people specified in the contract. Subletting is not permitted. The tenant is responsible for ensuring that co-occupants comply with the obligations of this contract. Pets are not allowed. In the event of a serious breach of the obligations of careful use or if the rental property is occupied by more people than contractually agreed, the landlord/keyholder may terminate the contract without notice and without compensation.
- 5. Return of the Rental Property** The rental property must be returned in an orderly condition, along with all inventory items, by the agreed-upon date. The tenant is liable for any damages and missing inventory.
- 6. Cancellation** Except for non-cancellable offers (such as Christmas-New Year and the Marathon weekend in March), the tenant may cancel the contract under the following conditions:
  - Up to 60 days before arrival: free of charge
  - Within 60 days before arrival: refund of taxes and cleaning costs. The tenant has the right to propose a substitute tenant, provided they are acceptable to the landlord and financially solvent. The substitute tenant enters into the contract under the existing terms. The tenant and substitute tenant are jointly liable for the rent. The calculation of the cancellation fee is based on the date of notification to the landlord or booking agency (Saturdays, Sundays, and public holidays excluded). In the event of early termination of the rental, the entire rental fee remains payable.
- 7. Off-Peak Season (Easter to June / October to mid-December)** Renovations in Residenza Surlej are only permitted during the off-peak season. It is possible that inconveniences may arise during this time due to renovations in the building. Therefore, our apartments are generally offered at favourable prices during the off-peak season. Complaints regarding noise will be handled on a case-by-case basis.
- 8. Force Majeure, etc.** In case of force majeure (environmental disasters, natural disasters, government measures, etc.) or unforeseeable or unavoidable events that prevent the rental or its continuation, the landlord is authorized (but not obligated) to offer the tenant an equivalent substitute property, excluding any claims for compensation. If the service cannot be provided or only partially provided, the amount paid or the corresponding portion will be refunded, excluding further claims.
- 9. Special Conditions** If a trip to Engadin is not possible due to official restrictions, the total amount will be credited for a future trip. This does not apply if only part of the tourism offering is unavailable, such as when cable cars, spas, museums are closed, or events are cancelled. The lack of snow and the resulting inability to access the ski slopes from the apartment is also not a valid reason for cancellation.
- 10. Liability** The landlord guarantees proper reservation and contract-compliant fulfilment. In cases other than personal injury, liability is limited to twice the rental fee unless gross negligence or intent is proven. Liability is excluded for omissions by the tenant or co-users, unforeseeable or unavoidable omissions by third parties, force majeure, or events that the landlord, keyholder, intermediary, or other persons engaged by the landlord could not foresee or prevent with due diligence.

**Applicable Law and Jurisdiction** Swiss law is applicable. The exclusive place of jurisdiction is the location of the rental property.