

# GENERAL TERMS & CONDITIONS

## Arrival

The tenant may visit the agency for the key collection during the following schedules:

- > **On Saturday in Winter from 5.00 pm to 6.30 pm**
- > **On Saturday in Summer from 4.00 pm to 6.00 pm**
- > On weekdays in Winter from 3.00 pm to 5.00 pm
- > On weekdays in Summer from 3.00 pm to 4.45 pm

Outside of these hours, the tenant will imperatively notify the agency. The keys will be deposited in a safety box located in the agency's entrance hall.

Upon arrival, the tenant will control the state of the rented accommodation. If any damage to the property or its furnishing is noticed, the tenant must inform the agency **within 48 hours**, to avoid being held responsible for the damage.

## Insurance

Public liability: the tenant declares to be insured. On request, he/she must communicate his insurance's name and address to the agency.

Cancellation insurance: not included in the present contract. The tenant can take out an insurance policy privately.

## Occupancy

The apartment is rented for the maximum number of guests stated on the rental contract.

## Animals

Pets are forbidden, unless expressly authorized by the agency. In such case, an extra fee of CHF35.- per animal and per week will be invoiced, and a Public Liability insurance will be required.

## Equipment

The accommodation is rented fully furnished and equipped. It is strictly forbidden to move furniture from one apartment to another. Subletting is not authorized. The tenant is bound to accept the rented lodging and cannot require a change in accommodation from the agency. In case of snow on the balconies or terraces, the agency can in no way be held responsible and no compensation can be requested. This also applies the ringing of cowbells and the sounds of wild animals.

## Lease term

The lease term cannot be extended without prior approval of the agency. Any tacit renewal under Article 268 of the Swiss Code of Obligations is excluded.

## Cancellation

Should the tenant not check-in to the accommodation, he/she agrees to pay the rent in accordance with the following cancellation policy:

- > Up to 90 days prior the start of the stay, no charge
- > 60-89 days prior the start of the stay, 50% of the rent
- > 30-59 days prior the start of the stay, 70% of the rent
- > 29 days or less prior the start of the stay, 100% of the rent. This provided that neither the agency nor the tenant has found a replacement for the cancelled period. Otherwise, the agency is entitled to the fees incurred by the search of a new tenant. The tenant can take out a cancellation insurance privately.

Cases of force majeure are not eligible to a refund.

## COVID-19

The tenant will be eligible for a compensation, only if an official governmental binding measure prevents him/her to enjoy his/her stay. The refund's amount will be deducted from the administrative fees of CHF 75.-.

Are considered to be binding government measures:

- > A partial or total lockdown of Switzerland resulting in the closure of the rental agencies
- > A partial or total lockdown of the tenant's country of residence
- > A quarantine imposed by Switzerland to all foreigners arriving in the country, or a quarantine imposed by the client's country of residence on his/her return preventing him/her to travel rationally

This clause is only eligible during the tenant's lease term and does not apply if the binding measures do not impact the client's stay.

The agency disclaims any liability for the non-attendance of a client if this occurs due to a non-binding or non-governmental reason (such as caution's principle, recommendations not to travel, personal reasons, illness, etc.). It is the client's responsibility to take out the adequate insurance against these risks. In this case, the client alone bears the responsibility not to take part to his/her stay, and thus usual cancellation conditions apply.

## Damage

The tenant must report all damages caused or object lost during his/her stay and agrees to cover all fees resulting from his/her neglect or that of the other occupants of the accommodation. The tenant is fully responsible for the rented accommodation throughout the lease term.

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## Services and irregularities

Prior to the tenant's arrival, the agency will ensure the property has been prepared, and, in Winter, that the snow has been cleared off the buildings' access. The agency is not responsible for irregularities related to water, electricity, or heating services, as well as public roads services. In general terms, the agency disclaims any liability for any lack of use or defect of use not resulting from its fault. Furthermore, the agency cannot be held responsible for any theft that may occur at the tenant's accommodation. For all Thyon 2000 rental contracts of 3 nights or more, the guests will be able to use the swimming pool in Thyon 2000 under the current opening conditions. In case of closure of the pool, no compensation can be requested from the agency.

## Buildings

The tenant must comply with the buildings' rules: **ski-, mountains-boots, and skis must be store in the premises intended for that purpose.** It is strictly forbidden to walk on the floors with ski boots and to leave skis and boots lying around in the corridors of the buildings. The storage of bicycles in the corridors is also strictly forbidden. The agency reserves the right to charge a fee to the tenant in case of violation. In case of emergency, the landlord reserves the right to enter the accommodation.

## Garage

The agency is not responsible for damages that may occur in the underground car park.

## Waste Management

**Waste must be sorted according to the present regulations** and in the recycling, structures provided in Thyon 2000 and/or in the waste collection site in Les Collons (cf. see pictograms on rubbish bags or current regulations regarding waste management on [www.vex.ch](http://www.vex.ch)). The « taxed » rubbish bags containing all other domestic waste must be placed without fail in the containers at the bottom of each building.

## Departure

The day of departure, the tenant commits to leaving the accommodation **before 10.00 am and** leaving the lodging in a suitable state: **the kitchen must be cleaned up and the tableware must be washed and stored; beds must be undone, and linen collected together. The waste must be disposed of** (see waste management above).

Any additional cleaning or unmet requirement will be invoiced. The agency reserves the right to charge an additional fee of CHF 100 per half hour of delay from 10:00 a.m. onwards, unless the client has been given express permission to leave.

## Property for sale or sold

Should the accommodation be sold, the agency will endeavour to find a replacement lodging for the tenant. Nonetheless, the agency cannot be held responsible in case no accommodation is found. Upon request, the agency reserves the right to conduct visits with potential buyers.

## Modifications of the contract

Only the General Terms and Conditions of Imalp Thyon SA apply for all rental contracts. No annotation or modification made by the tenant to the present lease will be taken into consideration. Diverging conventions must be explicitly agreed upon in writing.

## Incorrect price display

In the event that the displayed and/or payed price clearly arises from a display or a system calculation error, the agency can cancel the contract within 72 hours (business days) without extra fees for the tenant. In such case, the tenant cannot demand the execution of the contract.

## Dispute

The present contract has the value of an acknowledgement of debt within the meaning of Article 82 LP, for the rent as well as for all other amount due by the tenant in virtue of all the dispositions it contains. For all details not covered by this contract, the art. 253 and following of the Swiss Code of Obligations must be followed. For all litigations resulting from the interpretation, the execution, non-execution or application of the present contract, the tenant declares jurisdiction to a competent authority in Sion.

## Interpretation and litigation

In the event of a dispute over the interpretation of the General Terms and Conditions, only the French text is considered authentic.