

BOOKING CONDITIONS OF THE HEIDILAND TOURISMUS AG

The Heidiland Tourismus AG handles holiday flats, houses and hotel accommodation on behalf of the present owners or their official representative. The Heidiland Tourismus AG regrets but declines all responsibility for any unnotified changes made after printing or for any printing errors.

Conditions for payment

The reservation will be immediately definite from the date of reservation. Payment of the total amount shall be made within 10 days from the invoice's date. For short-term bookings, the amount can be paid at your arrival day in consultation with the host.

Cost and extras

The price stated in the contract is binding for the rent. We reserve the right to make cost adjustments for reasons beyond our control (e. g. currency fluctuations, newly-introduced or raised taxes). In individual cases the extras mentioned are an indication only and can therefore be subject to some slight adjustments. Rented premises may not be occupied by more than the maximum number of people stated in the contract.

Cancelling the contract

Should the holiday guest wish to cancel the contract for reasons other than illness or accident, the following conditions apply:

- Up to 30 days before arrival: cost-free
- 29 – 14 days before arrival, 50% of the total amount is payable.
- 13 – 03 days before arrival, 75% of the total amount is payable.
- 02 – 00 days before arrival, 100% of the total amount is payable.

If the room or flat, as the case may be, can be let following cancellation, the hotelkeeper or lessor is obliged to reimburse the full amount, minus a cancellation charge of CHF 50.–. There is no control of the repayment through the Heidiland Tourismus AG system. **The Heidiland Tourismus AG recommends guests to close a cancellation insurance contract.**

Complaints

The information contained in the system has been carefully and conscientiously collected. If, however, shortcomings should be detected, in so far as the fault cannot be remedied on the spot, the Heidiland Tourismus AG should be notified without delay by telephone, telefax or E-mail (phone: 081 720 08 20, fax: 081 720 08 28, info@heidiland.com). So that all necessary steps may be taken to rectify the situation or to make equivalent accommodation available. Should the holiday guest not claim his reserved accommodation or an equivalent alternative proposed by ourselves, no refund will be made by us. Likewise, we disclaim any responsibility in such cases. Guests' attention is expressly drawn to the fact that only complaints or eventual claims received within 72 hours of talking possession of the service can be considered. In addition, these claims must be notified in writing to Heidiland Tourismus AG within 10 days of the end of your stay otherwise any claim for damages is forfeited. Claims for damages cannot exceed the rental price.

Acts of God

Extreme cases can always occur in the tourist trade. If an Act of God, environmental catastrophes or natural disasters should hinder our handling service we are entitled to cancel reservations without compensation. If we are prevented by other forces, equally beyond our control from fulfilling the booking, we are authorized to offer an alternative holiday flat or room in another hotel or, where necessary, to cancel the reservation. In such cases the entire sum already paid will be refunded and the guest any further claims waived.

Liability

The Heidiland Tourismus AG is responsible for the regular booking of the resort. The Reservation Center is, however, not responsible for unforeseeable factors outside the Tourist Office's control, such as:

- Defects or interruptions in the water or energy supply, as well as appliances such as heating, lifts, swimming pool, etc.
- Reductions in the rental value following environmental damage, temporary higher noise levels, e.g. traffic diversions, building sites etc.

The guest is entirely responsible for damages that has been proven to have been caused during the guest's stay.

Any damage must be notified to the owner or his representative before departure.

Applicable law and jurisdiction

This contract is governed by Swiss law. Any dispute between the reservation office and the guest is considered to be the exclusive jurisdiction of the District Court Sarganserland-Werdenberg, Mels, Canton of St. Gallen, Switzerland.

Bad Ragaz, 20.07.2011