

Conditions of booking with IMTEC AG/SA

by 20. März 2016

1. Contractual Basis

1.1 The IMTEC AG/SA (hereinafter referred to as "imtec") acts as a mediator of holiday homes, holiday apartments and similar accommodations (hereinafter referred to as "holiday accommodations") and is the contractual partner on behalf and account of the owners (hereinafter referred to as "providers").

1.2 The online presented accommodations do not present a binding offer of a contract of the part of imtec. It is much more a request to the client to make an offer for the conclusion of a contract (invitatio ad offerendum). The client makes his offer by filling in the registration form and sending it to imtec. In the registration form must be stated the number of persons (including all kids), and whether he is taking along pets (imperatively indicating the type & race of the animals). Special wishes (for example: no standard arrival time, special equipment, ordering of bedding & others) can be mentioned but need – in order to be fulfilled - an expressive written confirmation of imtec, based on the non binding client's demand for a booking, imtec transmits the client a contractual offer which he may accept within a week's time. By the transmission of the booking's confirmation or the invoice to the client by imtec, the contract conc. the holiday accommodation will have taken effect.

1.3 All contractual parts of the booking will be collected in accordance with the data protection regulations & won't be transferred to third parties.

2. Booking Process

2.1 Payments

2.1.1 A deposit of 50 % of the total rental sum is usually requested by imtec on behalf of the respective provider upon conclusion of the contract which will be deducted from the total price of the holiday accommodation. The deposit is due immediately on booking while the balance payment has usually to be paid 7 days before starting the trip. For bookings 7 days before starting the trip the whole amount of the invoice has to be paid immediately. Details on the due dates and payment conditions can be found in the booking confirmation.

2.2 Travel documents

After having received the 50% down payment or the payment of the entire rental price (acc. to the booking time), the customer will get the travel documents by e-mail.

2.3 Contractual amendments (change of booking, cancellation)

The conditions for contractual amendments arranged or desired by the customer (for example, change of booking, withdrawal) are governed by imtec's general terms and conditions as there are : fee for booking changes of 50 € . Cancellations are possible until one week before the start of the trip whereas the 50 % down payment won't be reimbursed.

2.4 Duties of the Customer

2.4.1 The customer shall have a duty to check the booking confirmation and inform imtec without delay or no later than the third day after receipt about any errors or discrepancies without delay and no later than the third day following receipt. Hidden errors or deviations shall be considered as accepted.

2.4.2 The customer must contact imtec if he/she has not received the travel documents 14 (rep. 7) days prior to the start of the trip, despite paying the rental or travel price in full. The customer has the duty to check the travel documents for completeness and accuracy, and inform imtec without delay if there are any missing or incorrect documents.

2.4.3 Shortcomings in imtec's mediation service are to be reported to it immediately; thus the opportunity to remedy the situation shall be given to the extent that is reasonable. After his departure the customer may notify imtec about defects in a written form. The travel documents contain the name & phone number of the provider. Legal delays have to be respected. If the customer has not notified the defects during his stay, the provider is not obliged to consider this notification of defects.

2.4.4 Only fully legally competent persons shall be authorized to book holiday accommodations with imtec.

3. Passport, Visa, Foreign Currency and Health Regulations

3.1 Each customer/traveller shall be responsible for compliance with all applicable domestic and foreign entry and exit requirements, health regulations, passport and visa regulations and provisions for the introduction of pets themselves.

3.2 Travel and safety advice, entry requirements, health advice, visa requirements and the like are available for customers on the [Foreign Office website](#). In addition, customers can obtain information from the embassies/consulates that are responsible for them.

4. Liability by imtec

4.1 imtec shall not be responsible for the success of the mediation and/or the defect-free/ actual provision of the holiday accommodation service themselves, but only that the mediation shall be carried out with the diligence of a prudent businessman. imtec shall endeavor to ensure, within reason, that the information, software and other data which are available on the website, in particular in relation to prices, dates and restrictions, are accurate, up-to-date and complete at the time of publication. The individual details of the holiday accommodation are based on information from the providers. imtec shall not assume liability for this.

4.2 All holiday accommodation displayed on the website are of limited availability. imtec shall not be liable for the availability of holiday accommodation at the time of booking.

4.3 imtec shall assume no responsibility for the accuracy, completeness or reliability of third-party content, especially maps, automatic translation, customer reviews, editorial texts and images of locations and regions. Geological data displayed on the website, in particular map illustrations, merely serve as non-binding guidance for the approximate physical location of the offer. Only the local information made available to the customer in the description text of the online presentation and/or in the corresponding booking confirmation shall be applicable for the conclusion of the contract.

4.4 The exclusions set forth in points 4.2, 4.3 and 4.4 shall not apply if imtec was aware of faulty and/or incorrect information or had to have been aware if applying customary care in accordance with standard commercial practice. In this respect, the liability of imtec for having to have known of such circumstances shall, however, be limited to cases of intent or gross negligence.

4.5 Otherwise, imtec shall only be liable for damages which are not physical in cases of intent or gross negligence, liable because of the assumption of guarantees, and liable for the breach of essential contractual duties (cardinal duties). In the case of a negligent breach of cardinal duties, the liability of imtec is limited to damage that is foreseeable and typical for the contract and, in any case, to three times the value of the mediated holiday accommodation service.

4.6 imtec shall not be liable for any loss or destruction of the itinerary or travel documents, which it cannot substitute, in connection with the dispatch.

4.7 imtec shall not be liable for the consequences of force majeure. These include directives from authorities, civil unrest, wartime events, terrorist attacks, floods, fire, storms, accidents, strikes and other industrial action, from which the services of imtec or its agents are affected.

5. Final Provisions

5.1 imtec reserves the right to modify these mediation terms at any time with effect for the future, without the existence of any duty to notify the customer. The latest version of the mediation terms shall be kept available on the website from the time that they come into force. The customer declares his/her acceptance of the changes through his/her continued use of the website following a change to the mediation terms.

5.2 These mediation terms contain all the agreements of the existing mediation contract between the customer and imtec and supersede all previous agreements, regardless of whether they take place in writing, electronically or orally.

5.3 The contractual relationship between the customer and imtec is subject to the laws of Swiss laws regardless of the nationality of the customer. The place of jurisdiction for registered traders, for people who do not have a general domestic place of jurisdiction as well as for people who have moved their domicile or usual place of residence abroad after conclusion of the contract, or whose domicile or habitual residence is not known at the time an action is filed, shall be Zurich/Switzerland.

5.4 If any of the above provisions is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be substituted by a provision which reflects the economic purpose of the provision that is to be replaced as closely as possible.

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