General Terms and Conditions

Preamble

These General Terms and Conditions (GTC, hereinafter also referred to as the "Contractual Terms") apply to all bookings of the holiday apartments Schwalbenäscht and Magugglä. In the event of translation errors, the German version shall prevail.

Registration/Booking

The landlords provide the guest with the holiday apartment Schwalbenäscht and/or Magugglä for the period stated in the booking documents. These GTC and the house rules form the basis of this arrangement.

An accommodation contract (hereinafter also referred to as rental contract/tenancy) is only concluded if the guest has accepted the GTC (checkbox in the online form or for direct bookings).

Following the booking request, the guest receives the booking documents from us, including a pro forma invoice. The accommodation contract then becomes binding as follows:

1. **No response after 7 days:** If the guest does not object within 7 days of receipt of the booking documents, the contract is deemed to be concluded. This does not apply if we have communicated otherwise by e-mail. Any objection must be sent to us by e-mail.
2. **Earlier acceptance:** If the guest accepts the booking before the 7 days have expired, the contract is concluded from that moment. The following constitute acceptance:
    - a written confirmation by e-mail or messaging service,
    - completion of the online check-in,
    - payment of the invoice amount or the down payment.

    The decisive date is the date on which we receive the confirmation or the online check-in, or the date of payment.

The cancellation terms set out in the section "Cancellation" apply from the conclusion of the contract.

The tenancy begins on the stated arrival date and ends on the departure date as shown on the invoice. This is subject to the extended liability described under "Liability". We reserve the right to correct obvious errors, e.g. printing and calculation errors. Special requests, conditional bookings and verbal side agreements are only valid if confirmed by us in writing.

Down Payment and Payment

Payment must be made in Swiss francs to the account specified. All bank charges and transaction fees are borne by the guest.

A transfer in Swiss francs using the SWIFT or IBAN code saves you the high costs of an international transfer. The landlords may also offer additional payment methods (credit card, PayPal), but there is no entitlement to additional payment services. Any fees are borne entirely by the guest.

Special Conditions/Notes

Extra mattresses, high chairs, travel cots, etc. are available unless already in use. Pets are only permitted on request.

Waste disposal carried out by us or additional cleaning work (incl. pet hair) will be charged at CHF 50.– per hour or part thereof.

Arrival

Unless otherwise agreed, arrival is possible from 4 pm. The guest is entitled to use the rental property, including its inventory and household items, for the duration of the rental. The specified maximum occupancy of the apartments must not be exceeded. Short stays are also subject to tourist tax and must be reported to us.

The guest is responsible for everything belonging to the rental property and must report any defects and damage arising during the rental period immediately. Missing and/or defective items as well as repairs/restoration, including loss of rental income (on a weekly basis), may be charged to the guest. This also applies to damage or additional expenses caused by pets brought along.

The tourist tax for adults is mandatory and is levied on behalf of the tourism associations. So that you can use the guest card from the day of arrival, we charge this tax to you directly and provide the guest cards digitally.

Departure

The apartments must be vacated by 10 am at the latest and left to the landlords swept clean and in the same orderly condition as found on arrival. The apartment must be locked and the key placed in the designated key safe.

All rubbish must be disposed of, all food removed and all dishes put away clean in the cupboards; the fridge must be emptied. If the apartment is not left in the condition described, an additional charge based on the work involved (see also “Special Conditions/Notes”) may be made to the guest.

The guest is liable for any damage caused by them and their companions; the burden of proving absence of fault lies with the guest.

Parking/Electric Car Charging Station

Guests of the Schwalbenäscht apartment may use reserved parking space no. 1 and guests of the Magugglä apartment parking space no. 2, free of charge. Only this one parking space may be used; any additional cars must be parked on Dorfstrasse (fees apply).

To charge a vehicle, it may be parked in such a way that charging is possible, with due consideration for the other vehicle owners. Please make sure that the charging cable does not obstruct the passage or create a tripping hazard. Use of the charging station is subject to a fee and must be settled by self-declaration. After use, the station must be locked again to prevent unauthorised use by third parties.

Cancellation

If guests are unable to start their booked holiday (regardless of the reason), they must notify us. In principle, the guest remains liable for the total amount once the accommodation contract has been concluded with binding effect. The same applies in the event of early departure or late arrival.

Cancellation scale: Cancellation is free of charge up to 90 days before the start of the rental. Up to 60 days before the start of the rental, 50% of the total amount is due; thereafter 100%. We recommend taking out cancellation insurance in good time.

The entire invoice amount is due on the due date stated on the invoice (for short-notice bookings, before the start of the rental). We reserve the right to request a down payment and/or a security deposit. If the set deadline is not met, the contract lapses and there is no entitlement whatsoever to accommodation. Any transaction fees for refunding the security deposit are borne entirely by the guest.

If we withdraw from the contract before the start of the stay, all amounts paid will be refunded; any further claims are expressly excluded. If we terminate the rental contract after the start of the stay, you will only be charged the rent and incidental costs incurred up to that point and the remainder will be refunded to you, unless the termination is due to non-compliance with the contractual terms or the house rules.

In the event of overbooking, we will of course refund any payment already made; no further claims can be made.

Liability

The landlords accept no liability whatsoever towards the guest during the rental period. Access to the holiday apartments is via a private path – any liability (including weather-related liability) is excluded. The same applies in particular to the use of the equipment and all appliances provided, the children's gallery in the Magugglä apartment and all lake access points, including the jetty and the raft.

No liability can be accepted for disruptions whose cause lies outside our sphere of influence (in particular war, strikes, natural disasters, etc., or damage to the rental property due to accidents, fire and water damage or similarly compelling reasons, as well as disruptions in transport, supply and disposal (e.g. water, energy, access roads)), especially where such disruptions are due to force majeure or local climatic conditions.

Windows, skylights and doors must be closed every time you leave the apartment and before departure. The guest remains liable for any damage resulting from failure to do so until the apartment has been inspected (max. 7 days after the end of the fixed-term tenancy).

After chargeable use of the electric car charging station, the station must be locked again. In case of non-compliance, any resulting costs (due to unauthorised electricity consumption by third parties) may be charged to the guest.

The codes provided (e.g. apartment access, charging station, Wi-Fi, chest – list not exhaustive) must be treated as strictly confidential and must not be passed on to third parties.

General

In all other respects, Swiss law applies; the place of jurisdiction is the location of the property. The house rules form an integral part of the contract and must be strictly observed. The section “Registration/Booking” applies to the conclusion of the contract.

Liestal/Einigen, October 2026
V6.3-10/26

House Rules

- The apartments are non-smoking; smoking is strictly prohibited.
- Windows, skylights and doors must be closed every time you leave the apartment. The weather on the lake can change very quickly and cause considerable damage.
- Waste must be disposed of properly. Only official fee-paid refuse bags may be used. One 35-litre bag is provided per party per week; each additional bag is charged and must be paid in cash or via TWINT. Additional bags are available in the apartment.
- One free parking space is available per apartment; other vehicles may not drive on the private path. Additional vehicles must be parked in public car parks (fees apply). Use of the electric car charging station is governed by the GTC.
- The shelter under the Schwalbenäscht balcony is available for parking bicycles under cover.
- The lawn in front of the Magugglä is available to guests of both apartments. The equipment provided (water sports equipment, gas barbecue, deck chairs, etc.) may be used free of charge, subject to availability and in agreement with the other guests. Barbecue accessories are kept in the metal cabinet to the right in front of the cellar entrance.
- The gas bottle must be turned off completely immediately after each use!
- Please be considerate of the neighbours and observe the quiet hours between 12 noon and 2 pm and from 10 pm.
- Pets are only allowed on request. They are not allowed on the sofa/armchairs or on the beds, and care must be taken to keep the curtains free of pet hair. Dogs must be kept on a lead on the property at all times; dog waste must be picked up and disposed of properly. The green RobiDog bins are located at the village entrances.
- The room temperature can be adjusted at the radiators; changes to the settings of the heating system in the cellar are not permitted.
- Please report any breakages before your departure using the relevant form or QR code, and please do not replace items yourself (we keep a stock).

- The washing machine and tumble dryer in the shared cellar are available for a fee (CHF 1 coins). They must be cleaned after each washing or drying cycle in accordance with the instructions on site (including the lint filter).
- Each apartment has its own small forecourt. We therefore ask guests of the Magugglä to use only the passage on the left to get from the car park to the front door.
- The arrival and departure times agreed in the rental contract or in the booking confirmation must be strictly observed. This is the only way we can hand over a perfectly prepared apartment to you. Previous and subsequent guests may not make direct arrangements with each other in this regard.
- The jetty is a private jetty belonging to the Einigen/Gwatt jetty association (Bootstegverein Einigen/Gwatt). Guests are expressly permitted to use it as lake access. Please note, however, that no boat or similar craft may be moored without direct agreement with the association's officials. Any liability is excluded.
- This list is not exhaustive. Please also refer to the detailed information in the electronic guest folder, which will be sent to you by e-mail before your stay, as well as to the notices displayed in the apartments.
- The house rules form part of the Contractual Terms/GTC.

Thank you very much for observing these rules.
Liestal/Einigen, October 2026/V6.3-10/26
Tanja & Raphael Herzog