

General Terms and Conditions

Preamble

Our general terms and conditions correspond to the contractual terms and conditions specified by us.

Registration/Booking

The landlords shall make the Schwalbenäschtl and/or Magugglä holiday apartments available to the tenants for use for a clearly defined period of time, subject to the terms and conditions and house rules, upon conclusion of an accommodation contract. By activating the checkbox in the online forms, the contractual terms and conditions for the accommodation contract are accepted. Unless otherwise communicated by us by email, this contract becomes valid without counter-notification within 7 days of delivery of the booking documents, and an accommodation contract is thus concluded in a binding manner.

The tenancy begins on the specified arrival date and ends on the departure date as shown on the invoice. This does not apply to extended liability, as explained in the Liability section. 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.

Deposit and payment

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

A transfer with SWIFT or IBAN code in Swiss francs saves you the high costs of international transfers. In addition, other payment methods (credit card, PayPal) may be offered by the landlord, but there is no entitlement to additional payment services. Any fees shall be borne by the tenant.

Special conditions/information

Additional mattresses, high chairs, travel cots, etc. are available, unless otherwise occupied. Pets are only allowed on request. We reserve the right to charge additional cleaning costs of CHF 50/hour based on the amount of work involved.

Arrival

Unless otherwise agreed, arrival is possible from 4 p.m. The tenant has the right to use the rental property, including its inventory and utensils. The maximum occupancy specified for the apartments must not be exceeded. Short stays are also subject to tourist tax and must be reported to us.

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

The tourist tax for adults is mandatory and must be collected by the tourist associations. So that you can use your guest card on the day of arrival, we will charge you this tax directly and leave the guest cards in the holiday apartment for you. The tourist tax is CHF 3.50 per adult (aged 16 and over) per night.

Departure

The apartments must be vacated by 10 a.m. at the latest and left in a clean and tidy 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 and all crockery must be stored clean in the cupboards; the refrigerator must be emptied. Tenants who leave the apartment in an unacceptable condition will be charged an appropriate surcharge on the agreed final cleaning price, which will be claimed retrospectively.

The tenant is liable for any damage caused by them and their companions, whereby the burden of proof of no fault lies with the tenant.

Parking space/electric car charging station

Tenants of the Schwalbenäschtl flat have free use of reserved parking space no. 1, while tenants of the Magugglä flat have free use of parking space no. 2. Only this one parking space may be used; any additional cars must be parked on Dorfstrasse (subject to a charge).

To charge the vehicle, the vehicle to be charged may be parked in such a way that charging is possible, taking into consideration the other vehicle owners. Care must be taken to ensure that the charging cable does not obstruct the passageway and does not pose a tripping hazard. Use is subject to a charge and must be settled via self-declaration. After use, the system must be locked again to prevent unauthorised use by third parties.

Cancellation

If tenants are unable to take the agreed holiday (regardless of the reason), this must be reported. The tenant remains liable for the total amount once the accommodation contract has been bindingly concluded. The same applies in the event of early departure or late arrival. Cancellation is free of charge up to 60 days before the start of the rental period. We recommend taking out cancellation insurance in good time.

The total invoice amount is due on the due date as stated on the invoice (in the case of short-term bookings before the start of the rental period). We reserve the right to request a deposit. If this is not paid within the set period, the contract shall lapse and there shall be no entitlement to accommodation.

If we withdraw from the contract before the start of the trip, all amounts paid will be refunded; further claims are expressly excluded. If we terminate the rental contract after the start of the trip, you will only be charged the rent and ancillary costs incurred up to that point; the remainder will be refunded to you, provided that the termination is not due to non-compliance with the terms of the contract or house rules.

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

Liability

The landlord accepts no liability towards the tenant during the rental period. Access to the holiday apartments is via a private road – any liability (including weather-related liability) is rejected. The same applies in particular to the use of the materials and equipment provided, the children's gallery in the Magugglä apartment and any access to the lake, including the jetty and the raft.

We accept no liability for disruptions to services whose causes are beyond our control (in particular war, strikes, natural disasters, etc., or damage to the rental property due to accidents, fire and water damage, as well as similar compelling reasons, and for disruptions to services in the areas of transport, supply and disposal (e.g. water, energy, access roads)), no liability can be accepted, especially if these disruptions are caused by force majeure or local climatic conditions.

Windows, skylights and doors must be closed before leaving the apartment and before departure. The tenant remains liable for any damage caused by non-compliance until the apartment has been inspected (max. 7 days beyond the fixed-term tenancy).

After using the electric car charging station, which is subject to a charge, it must be locked again. Failure to comply may result in costs being charged (due to unlawful use of electricity by third parties).

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

General

In all other respects, the provisions of Swiss law apply, with the place of jurisdiction being the location of the property. The house rules are an integral part of the contract. These must be strictly adhered to. This contract comes into force as soon as we have received the signed confirmation or the checkbox for the terms and conditions/data protection provisions has been activated on the online forms and the relevant form has been submitted by clicking on it.

Liestal/Einigen October 2025

V6.2-10/25

House rules

- The flats are non-smoking flats and smoking is strictly prohibited.
- Before leaving the flat, the windows, skylights and doors must be closed. The weather can change very quickly and cause considerable damage.
- Rubbish must be disposed of properly. Only chargeable rubbish bags may be used. One 35-litre bag is provided per week and per party.
- One free parking space is available per apartment; additional vehicles are not permitted to drive on the private road. Additional vehicles must be parked in public car parks, subject to a fee. The use of the electric car charging station is regulated in the terms and conditions.
- Bicycles can be parked in the dry under the shelter beneath the Schwalbenäsch balcony.
- The lawn in front of the Magugglä is available to guests of both apartments. The equipment provided (rubber boat, gas barbecue, deck chairs, surfboard without sail, etc.) can be used free of charge, subject to availability, in consultation with the other tenants. Barbecue accessories are located in the metal cabinet to the right of the cellar entrance.
- Please be considerate of the neighbours and observe the quiet hours between 12 noon and 2 p.m. and after 10 p.m.
- Pets are only allowed in exceptional cases and upon personal request. They are not allowed on the sofa or beds. Dogs must be kept on a leash on the property; dog waste must be collected and disposed of properly. The green RobiDog bins are located at the village entrance.
- Tampering with the central heating is prohibited.
- Please report any breakages before your departure using the appropriate form or QR codes and refrain from replacing items yourself (we have a stockroom).

- A washing machine and tumble dryer are available in the communal basement for a fee. They must be cleaned in accordance with the instructions after each wash or dry cycle (including the lint filter). When washing, please be considerate of Mrs Hurni in house no. 4.
- Each flat has its own small forecourt. We therefore ask Magugglä tenants to use only the passage on the left to get from the car park to the flat door.
- The arrival and departure times agreed in the rental contract or in the confirmation must be strictly adhered to. This is the only way we can ensure that the flat is in perfect condition when you arrive. No direct agreements may be made between previous and subsequent tenants in this regard.
- The jetty is a private jetty belonging to the Einigen/Gwatt Boat Jetty Association. Guests are expressly permitted to use it as access to the lake. Please note, however, that no boats or similar may be parked there without direct consultation with the association's management. No liability is accepted.
- This list is not exhaustive. Please refer to the detailed information in the guest information folder, which is available in every apartment.
- The house rules are part of the terms and conditions/GTC.

Thank you very much for complying with these rules.

Liestal/Einigen May 2024/V5.3-05/24

Tanja & Raphael Herzog