

Tourism Organisation Interlaken (referred to after this as Interlaken Tourism or TOI) arranges accommodation in hotels and holiday flats on behalf of and for the account of their current owners or representatives. We have compiled all the information about the accommodation with the greatest possible care and we constantly update it. We cannot assume any liability for changes that have arisen without our knowledge.

Terms of Payment

TOI will raise an invoice/confirmation of booking in the name of and for the account of the accommodation provider. On the day of the booking the full invoice amount will be immediately debited to the guest's credit card.

False statements

Deliberate, wilful, or unintentional misrepresentation of persons and participants may result in the criminal prosecution of the signatory or the person making the booking. The Interlaken Tourism Organisation accepts no liability in connection with incorrect data.

Prices and Additional Costs

The rental prices listed in the rental agreement are legally binding. We reserve the right to adjust the price for reasons outside our sphere of influence (such as currency fluctuations or newly introduced or increased taxes). In individual cases the additional costs listed are only guidelines and may therefore be subject to minor changes. The properties must not be occupied by more people than have been entered on the agreement.

Cancellation of the Rental Agreement

In the case of hotel bookings:

The hotel will not levy any charges up to 14 days prior to arrival. If the cancellation is later than that then the conditions of the hotel concerned come into force.

In the case of bookings for holiday flats:

Up to 42 days prior to arrival: Cancellation free of charge.

The renter's conditions come into force if the cancellation is later than that. Substitute rent payer: The rent payer has the right to propose a substitute rent payer. That person must be acceptable to the renter and be solvent. He/she shall join into the agreement on its existing conditions. The rent payer and substitute rent payer shall be jointly and severally liable for the rent. If, following a cancellation, it is possible to re-rent the flat then the renter is obliged to reimburse the customer the full amount less a cancellation fee of CHF 60.00. The day of the arrival of the notification at the renter's premises or at the booking office (or the next working day in the case of arrival on Saturdays, Sundays or public holidays) is definitive for levying the cancellation costs. The total rent is owed in the case of premature departure. Guests are recommended to take out cancellation insurance.

Rates for Inclusive Arrangements (packages)

The total price of the arrangement must be paid on receipt of the confirmation but in any case prior to the start of the travel.

Payments from outside Switzerland are accepted only via credit card.

In case of cancellations later than 14 days before arrival, the conditions of the booked hotel come into force. The booking fee will not be refunded.

Complaints

The items of information captured in the system have been collated carefully and conscientiously. Should, nonetheless, any shortcomings have demonstrably occurred then – unless the mistake can be corrected locally – TOI must be advised immediately by telephone or e-mail so that everything necessary can be undertaken to correct the mistake or to make equivalent accommodation available. In the event of the holiday guest not taking up his/her booked accommodation or the equivalent alternative accommodation we have proposed, no refund will be made. Any liability whatsoever is likewise ruled out in such cases. We draw explicit attention to the point that we can only investigate complaints or any possible claims when we have been notified within 72 hours of the accommodation or service being taken up. Such claims must also be made directly to TOI and in writing within 10 days of the end of the stay, failing which any claim for compensation shall lapse. In no case shall a claim for compensation exceed the rental amount. Should agreement not be forthcoming then Thun, Switzerland is the place of jurisdiction.

Force majeure

Extreme holiday traffic incidents, for which we are not responsible, keep on cropping up. If force majeure occurrences, pandemic, environmental disasters or the elements obstruct our work concerning the arrangements, then we have the right to give notice to terminate the booking without compensation. If other reasons for which we are likewise not responsible prevent the service being provided, then we may re-book you into some other accommodation or, if necessary, cancel the booking.

Liability

TOI is responsible for the correctness of the reservation on site. TOI is not, however, responsible for unforeseeable circumstances over which it has no influence, such as:

- Breakdowns and/or stoppages in the supply of water and/or power or for failures of installations such as heating, lifts, swimming pool availability and so on.
- Diminution of the rental value as a result of environmental damage, temporarily increased noise levels (such as traffic diversions, building sites and so on).

The rent payer must defray to its full extent damage that was demonstrably caused during his/her stay. Any possible damage must be reported to the owner or his/her representative prior to departure.

Data protection

The information needed to complete the transaction is used within the framework of order processing. All personal data will be handled confidentially.

Applicable law and jurisdiction

Swiss law governs the contractual relationship between you and Interlaken Tourism. Thun is the exclusive jurisdiction for any legal disputes arise from it.

Interlaken, August 2022