

## **TERMS OF USE OF THE PPM EXCLUSIVE SERVICES WEBSITE**

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### **2. Use of the website, copyright and trade marks**

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### **3. Accuracy of information on website and availability**

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#### **4. Prices**

Prices are shown in the currency requested with rates of exchange calculated on a daily basis. Prices may therefore differ on a daily basis to reflect any movement in exchange rate levels. When a booking is made the exchange rate will be fixed at the time the item is created and will apply to any amendments or cancellations to that item within the booking. Exchange rates are determined by us.

#### **5. Protection of Privacy**

Data protection and the protection of our customers' privacy are very important to PPM exclusive services. Your personal data will be requested by PPM exclusive services to make a booking and by the relevant Providers to fulfill the rental of the property and the services requested by you. Personal information shall be conserved in a confidential manner for further reservations and to keep the customers and other occupants informed of special offers (if requested). We do not forward any data to third parties for advertising purposes.

#### **6. Changes to terms and conditions**

We may amend these terms and conditions at any time without prior notice. If we do amend these terms and conditions, the amended terms will be effective when posted on this website.

## BOOKING TERMS & CONDITIONS

The Booking Documents (Booking Form and Terms and Conditions) are legally binding and constitute the terms and conditions of your agreement with PPM exclusive services GmbH (PPM).

### 1. THE BOOKING

These Terms and Conditions and the booking form, to be signed for each booking (the **Booking Form**), contain all the provisions of your booking with PPM. They apply equally to you, the Group leader and to all the persons named in the Booking Form (**Occupants**). Your booking concerns a lodging in a furnished luxury Property with services to be delivered by PPM and such other third party supplier(s) as may be requested.

### 2. THE PARTIES

Please note that PPM is solely acting as a booking agent in the name and on behalf of the Owner (any authorized agent for the Property or the Property Owner) for the rental of the property and the services to be provided by the Owner's staff. PPM will provide or procure the delivery of all services required for each booking through its own staff, the staff of the Owner and/or any third parties, as may be required. The Booking Documents, together with all applicable laws, constitute your agreement for:

- a) the short-term rental of the Property with the Owner; AND
- b) the services provided by the staff of the Owner, PPM and/or independent service provider(s).

### 3. DEPOSIT AND CONFIRMATION

Any booking will be valid and confirmed only upon receipt of:

- a) a properly completed and signed Booking Form (or a booking form of an authorised agent of PPM); AND
- b) if the booking is made more than 8 weeks prior to arrival, the deposit payment of 30% of the booking price;  
OR
- c) if the booking is made less than 8 weeks prior to arrival, payment of 100% of the booking price.

In respect of all bookings a security deposit of CHF 25,000 (or such other amount as required by PPM and the owner in their sole discretion) will be required against additional costs and charges during your stay at the Property, as well as any breakage, damage or deterioration to the Property or any adjacent property (please see paragraph 16 below) (**Damages / Security Deposit**). The Security Deposit will be collected by money wire, not less than 1 week prior to arrival) and will be refundable at the latest 1 month after your departure, less any costs incurred during your stay or cost of damages as per paragraph 16 below. Repayment may be delayed if the costs of any repair have to be determined.

### 4. BALANCE PAYMENT

Full payment of the balance as shown on your Booking Form is due 8 weeks prior to your arrival. If the payment is not received at this point, we reserve the right to cancel your booking and levy cancellation charges as detailed below.

### 5. PAYMENT METHODS

When due, deposit and balance payments can be made by: (a) bank transfer, (b) Visa/Mastercard, (c) Debit Card, or (d) cheque made payable to PPM exclusive services GmbH. Details will accompany your booking form. Visa, Mastercard and Debit Card payments are subject to a 4% surcharge.

### 6. CHANGES AND CANCELLATION BY THE OCCUPANT

If you wish to make any **changes** to your confirmed booking, you must notify PPM in writing as soon as possible. PPM shall make every attempt to meet your request, but cannot guarantee compliance with such requests.

If you wish to cancel your booking, or if you cannot travel to the property for any reasons (included Force Majeure) you will forfeit any money already paid in relation to the booking, i.e:

- a) if cancelled more than 8 weeks before the arrival date, the deposit payment will be forfeited; and
- b) if cancelled less than 8 weeks before the arrival date, the full booking price will be forfeited.

We strongly advise that every client take out suitable holiday insurance for the duration of their stay, including cancellation insurance to limit your cancellation risk.



**7. CHANGES AND CANCELLATION BY PPM**

In the exceptional circumstance where PPM/the Owner can no longer provide you with the Property booked or the same booking period (including Force Majeure), PPM shall refund the part of the booking price retained by it and shall use all reasonable endeavour to ensure that the Owner shall refund the amounts received by him/her, as soon as possible after the cancellation.

PPM shall use all reasonable endeavours to assist you in finding another Property or another Booking period to substitute the cancelled holiday.

**8. THE PROPERTY**

The Properties are not hotels and as such are not generally classified by the tourist authorities or international rating agencies. All luxury properties may not contain the same facilities or standards if judged by objective criteria. Please be aware that PPM and many of its third party agents use a marketing name for certain properties in its portfolio.

**9. BREACH OF AGREEMENT**

If after the conclusion of this agreement, you do not make the required payments or you violate any other provision of the Booking Documents, the Owner and/ or PPM reserve their right to immediately terminate this agreement and refuse you access to the Property. In this event, no refund or compensation shall be due to you from either the Owner or PPM. The latter reserve their rights for any damages or loss of profit caused to them directly or indirectly from your breach of this agreement.

**10. SPECIAL REQUESTS**

If you have any special request for auxiliary services, you must inform PPM at the time of booking and clearly note it on your Booking Form. PPM shall use all reasonable endeavour to arrange such requests. PPM cannot guarantee the execution of every request and shall not be liable for the non-execution of special requests.

**11. USE OF PROPERTY**

You shall use the Property only for the purpose for which it has been rented to you (personal lodging). It is forbidden to use the premises for any kind of commercial use during the rental (photo shoots, seminars, large parties etc.) unless expressly agreed in writing by PPM or the Owner or to take and/or use photographs of the Property for any commercial purpose.

You shall not sublet the Property in any circumstance whatsoever.

**12. RULES AND SAFETY PRECAUTIONS**

**Safety**

The Properties are private luxury homes and not hotels. There are no legal notices for precaution as you may find in luxury hotels. PPM and the Owner will not be liable for any accidents / injuries to you, the Occupants or your guests while staying at the Property.

The Property may contain a list pertaining to Rules and Security Precautions concerning the use of the Property or its facilities.

Please read these Rules and Safety Precautions carefully if they are provided since they are an integral part of this agreement. You, the other Occupants and your guests shall strictly adhere to these Rules and Safety Precautions.

**Security**

Please note that not all Properties have safety deposit boxes.

If there is an alarm in the Property, please ensure that it is switched on whenever you leave the Property and at night before going to bed. Please note that the failure to do so could impact whether or not the property's insurance will cover any losses in case of burglary.



#### **Wellness area & Swimming Pools etc.**

At all times, you and your guests are to consider your own safety and the safety of others when using the wellness area. Use of the wellness area is at your and your guest's own risk. You and your guests are to comply with the Rules and Security Precautions pertaining to the wellness area as communicated to you by staff of and made available property. Facilities are to be used for the designed purpose and in compliance with the instructions given by the staff of the operator. Without prejudice to the generality of the above, the following things are strictly prohibited in the wellness and pool areas:

- a) Running, diving or jumping into the pool and jacuzzi
- b) Drinking of alcohol or using the wellness area when under the influence of alcohol or drugs
- c) Leaving children unsupervised at any time

#### **Children**

PPM will endeavour to inform you of the suitability of the Property for children. However, please note that the Property may not have the same levels of safety measures that you may have in your home and the supervision of your children is your sole responsibility.

We will not transport children under the age of 12 unless accompanied by an adult or guardian from the party. In addition, our staff will not be held responsible for any children left unattended within the Property.

#### **Transport**

The airport transfer service and any other transport offered in PPM vehicles during your stay are accepted at your own risk.

#### **Laundry**

Private laundry is on request taken care of by the cleaning-team but is at the guests own risk for any damage caused to the clothing.

#### **Animals**

No animals are allowed in the Properties without prior written consent of PPM. It should also be noted that in a number of our properties animals are prohibited altogether. An increased damage deposit and one off cleaning charge will be required as part of this consent. If during the stay, damage is caused by the animal we reserve the right to ban the animal from the property.

#### **Smoking**

Smoking is strictly prohibited in all Properties. PPM and the Owner reserve the right to remove any group breaking this condition from the property without refund. In the event that smoking has occurred within the property an additional cleaning charge of CHF 3'500 will be payable to PPM immediately.

### **13. REMOVAL OF ASHES FROM THE FIRE**

Due to the inherent fire hazards it is strictly forbidden for any PPM guests to remove ashes from the fire place. This task will be undertaken by staff of the Owner or PPM only.

### **14. KEYS**

On arrival at the property you will be issued with a number of keys for the property. If the same number of keys is not returned to the staff at the end of your stay a charge to replace these keys or to change the locks will be payable to PPM/the Owner. This may be deducted from the Security Deposit.

### **15. BEHAVIOUR**

If in the opinion of PPM, the Owner, or any other person in authority, you or a member of your group behaves in a manner, which causes or is likely to cause a danger, is a behaviour not in line with Swiss law (e.g. consumption or trafficking illegal substances), excessive disturbance (i.e. to neighbours), damage to the Property, or acts in breach of any provision of the Booking Documents, your booking may be terminated immediately and you shall be asked to leave the Property. In this event, you shall not receive any refund and you shall be fully liable for any expense incurred because of your behaviour or the behaviour of the persons in your group.

## **16. DAMAGES / SECURITY DEPOSIT**

You will be liable for any breakages, damage or deterioration to the Property or adjacent properties during your stay caused by you or any member of your party, your employees or visitors to the property (**Damage**). These costs will be deducted from the security deposit. If the damages are greater than that of the deposit, you will be responsible for these costs. We recommend that you ensure that your insurance policy covers accidental damage to the Property and its contents.

Your Security Deposit shall be returned to you as soon as possible, at the latest by within 30 days of the end of the Booking period, after deduction the cost of any Damage.

## **17. COMPLAINTS AND PROBLEMS**

PPM shall make every effort to ensure that you have a trouble free stay at the Property. PPM shall do its best to sort out problems as soon as reasonably possible once it has been informed of them. If you have reason to be dissatisfied with the Property or the service of a supplier, please contact PPM and the relevant services supplier.

## **18. LIABILITY**

Your contract for the rental of the Property is with the Owner and for the delivery of services with PPM as an agent for the staff of the Owner, its own staff and as an agent for independent service providers. To the extent that PPM is only an agent it shall have no liability whatsoever for any loss, damage or injury suffered by you. The Owner, PPM, to the extent that it is providing services to you with its own staff, and any independent service providers will not be liable towards you, the Occupants or your guests for:

- (i) events that are not directly caused by their negligence;
- (ii) losses incurred due to your negligence or that of one of the Occupants or your guests (e.g. not keeping valuables in the safe, not switching on the alarm, failure to comply with security measures recommended etc.); or
- (iii) accidents or injuries caused by you or one of your guest's negligence or lack of caution.

You will indemnify PPM and/or the Owner for all losses and/or damage arising from any act or default on your part or the part of any member of your party.

You accept that you ski and enjoy other sports in winter and summer at your own risk within the restrictions imposed by the resort or other authorities. We are not responsible for your actions and these restrictions. It is the responsibility of you and your group to judge the suitability of the terrain you ski. If you or any member of your party ski or do sports on terrain on the recommendation of or accompanied by a representative of PPM, we will not be liable for any injuries, howsoever caused.

## **19. VISITORS**

No additional persons other than those identified in the initial booking may reside at the property during the rental period without prior agreement of PPM. If these additional guests are invited to eat or stay overnight, PPM reserve the right to charge extra for the services provided.

## **20. INSURANCES**

You are responsible for your third party liability and medical repatriation insurances. PPM is not a travel agent, does not offer such insurances and shall not be held liable for the absence of such insurances.

## **21. PASSPORT AND VISA REQUIREMENTS**

It is your responsibility to comply with the local laws relating to visas and authorisations for the country in which the Property is situated.

Please contact your local office for foreign travel and passports to enquire about passport, visa and health requirements for the country in which the Property is situated.

## **22. DATA PROTECTION:**

Please note that the personal information of all Occupants (name, address, age, telephone number, email) shall be conserved in a confidential manner by PPM for further reservations and to keep the Occupants informed of special offers (if requested).



**23. CONFIDENTIALITY**

Please note that you are staying in someone's private home. It is forbidden to take any pictures and publicly share photographic or video material of the property with third parties. Any information you retrieve as a tenant on the property and/or its owner must be treated as confidential.

**24. ENTIRE AGREEMENT**

The Booking Documents, the list of rules and safety precautions of the Property and all applicable laws, constitute the entire understanding and agreement between you and the Owner for the short-term rental of the Property and between you, PPM, the Owner and any independent service providers for the services.

**25. AMENDMENT OF BOOKING DOCUMENTS**

Any and all modifications or amendments of the Booking Documents, also amendments with respect to ancillary points, are only valid if they are made in writing, and if they are signed by all parties.

Any handwritten amendments or additions to the booking form will only be valid if they are countersigned or initialled by PPM before the booking period.

**26. APPLICABLE LAW AND DISPUTE RESOLUTION**

These terms and conditions are to be construed, and any dispute between the parties determined, under the laws of Switzerland.

All disputes arising out of or in connection with this Booking Document shall be submitted to mediation in accordance with the Mediation Rules of the Swiss Chamber of Commercial Mediation.

If no settlement can be reached by mediation, the dispute shall be finally settled by the courts of the place where the Property is situated.