

# Reservation and booking conditions

## Hapimag supplementary accommodations

### 1. Introduction

These conditions are supplementary to the current General Terms and Conditions for the purchase of Hapimag right of residence products. The term 'member' designates the owner of a Hapimag right of residence product. 'Supplementary accommodations' are accommodation units hired by Hapimag and made available to owners of the HapimagCard, but which are not operated by companies in the Hapimag Group themselves.

### 2. Cost of trip

The cost of the trip is composed as follows:

- a) Points debit
- b) Supplementary accommodation charge

It is invoiced by Hapimag to the member before the start of the stay.

### 3. Booking apartments and hotels

#### 3.1 Principles

A booking period that applies to the next eight months is opened on the 1st workday of each even month (February, April etc.) (Example: On 1 December 2011, July and August 2012 are opened as additional booking months). Booking applications will be rejected if the member account does not have a sufficient number of points or if a payment requested by Hapimag is overdue (payment default).

#### 3.2 Waiting list

If a resort has no vacancies, an entry can be made on the waiting list (entries limited per resort). A maximum of two waiting list entries per member can be made at the same time.

#### 3.3 Making a reservation

- Reservations can be made by telephone, on the password-protected area of the Hapimag website ([www.hapimag.com](http://www.hapimag.com)) or in writing (by letter or fax).
- Written booking requests are handled in parallel to telephone bookings upon receipt.
- Only booking applications that begin in the released booking period and no later than three weeks after the released booking period ends are considered.
- The booking is legally binding upon receipt of written confirmation from Hapimag (letter, fax or e-mail).

#### 3.4 Debiting order for residence points

In the case of a booking made, the required points are blocked on the member's points account and converted to 'reserved points'. The final debit shall not be effected until the end of the stay. Points are converted and debited in the following sequence:

- a) Points which expire in the year of the stay (on 31.10.)
- b) Low-season before high-season points
- c) In ascending order as per year of expiry (= the oldest points first)

#### 3.5 Points debit

If the stay takes place during a period where there is a variation in points debited, the debit is calculated on a proportional basis and is rounded according to accounting principles: decimal amounts of 0.49 or less are rounded down and decimal amounts of 0.5 or more are rounded up.

#### 3.6 Incorrect reservation (member at fault)

Incorrect bookings due to applications that are filled out incomprehensibly or submitted more than once will be charged to the member, i.e. Hapimag is entitled to charge the member for costs arising from the cancellation of or changes to the booking (Clause 5.4).

### 3.7 Apartment allocation

Apartments are allocated within the booked apartment categories (Budget, Comfort, Premium or Deluxe) by the resort staff. Exception: Apartments for wheelchair users are reserved at the Baar headquarters upon advanced notification by the member. If the member requests a change in apartment to a lower category on site, no points credit is given. If the member requests a change to a higher category, the additional points will be charged.

### 3.8 Extra persons

Apartments may not be booked for more persons than are listed on the confirmation of booking ('Extra persons'). If the addition of an extra bed is possible, it is noted on the confirmation of booking. The extra bed must be requested beforehand on the arrival notification card and is subject to a charge.

### 4. Points insurance

- Hapimag points insurance can be purchased at the time of booking only (see the conditions in the 'Insurance' section). The purchase is noted on the confirmation of booking.
- If an insured event occurs affecting the points insurance that leads to the partial or complete refund of points, a handling charge of CHF 60.– will be incurred. This fee is not covered by the insurance.

### 5. Confirmations of booking

#### 5.1 General information

The member must check the confirmation of booking for accuracy upon receipt and immediately notify Hapimag of any discrepancies (within max. 7 days). Confirmations of booking are registered in the name of the member. The rights from a reservation can be surrendered to a third party by transferring the confirmation of booking. The member must inform the third party of his obligations towards Hapimag, and in particular of his responsibility for payment of the supplementary accommodation charge. Irrespective of this, the member is jointly liable for third-party debts resulting from the use of the resort, particularly for the supplementary accommodation charge owed or damage caused. The commercial trading of confirmations of booking is prohibited.

#### 5.2 Day of arrival/departure

The days of arrival and departure for each resort are pre-defined and can be requested from the Service Center. The apartment may be occupied on the day of arrival after 16.00. On the day of departure the apartment must be vacated by 10.00.

#### 5.3 Arrival notification

The member is requested to inform the resort in good time of his expected arrival. The arrival notification can be sent by post using the arrival notification card included with the confirmation of booking, in the password-protected area of the Hapimag website, by fax or by e-mail.

#### 5.4 Cancellations by members

Cancellations on the day the reservation is made are free of charge. Later cancellations will result in an additional handling charge of CHF 100.–. Cancellations from the 60th day before the start of the stay result in the following compensation charge:

- 60 – 43 days before travel to destination:  
25% of points and supplementary accommodation charge
- 42 – 31 days before travel to destination:  
50% of points and supplementary accommodation charge
- 30 days or less before travel to destination or in event of no-show:  
95% of points and supplementary accommodation charge

The member has the right to demonstrate that no damage in the amount stated occurred.

## 5.5 Booking changes

A different apartment type (and/or category) in the same resort with same start and length of stay is free of charge.

## 5.6 Cancellations by Hapimag

Hapimag can cancel bookings for important reasons (e.g. if the resort or parts thereof become temporarily uninhabitable). In such cases, claims by the member are limited to a crediting of charged residence points and the refund of supplementary accommodation charges. In such cases, Hapimag will endeavour to make the member an alternative offer.

## 5.7 Price adjustments

Hapimag may adjust the cost of the trip in accordance with proven cost increases if there is a period of over 4 months between the booking and start of stay. The member will be notified of such adjustments at least 21 days before the start of stay.

## 5.8 Later arrival or early departure

In event of later arrival or early departure, the points debit and supplementary accommodation charge will apply for the entire length of stay.

## 6. Miscellaneous

### 6.1 Invoice amounts of less than CHF 10.–

Invoice amounts under CHF 10.– will only be debited from the member's cash account. Invoices will only be issued for amounts of at least CHF 10.–.

### 6.2 Ombudsman

In the event of a dispute about stays in resorts and/or travel services for which a settlement cannot be reached, the member shall have the option of contacting the arbitration board stated below. The board will endeavour to reach a fair and balanced settlement with the member.

Ombudsman of the Swiss Travel Industry  
Postfach, CH-4601 Olten  
Tel.: +41 (62) 2 12 66 60  
Fax: +41 (62) 2 12 66 80  
Information by telephone:  
Mon – Fri, 10.00 – 16.00

### 6.3 Applicable law/jurisdiction

Swiss law applies for the privity of the contract between Hapimag and the member. Place of jurisdiction is Baar/Switzerland.

### 6.4 Changes

These conditions can be amended as needed based on new information. Hapimag will inform members of any such changes in writing in their publications or verbally when the booking is made.

## For using the DAE exchange platform

### 1. Preliminary remarks

The DAE exchange platform is a product of Dial An Exchange Ltd. 21 High Street, Gargrave, Skipton, North Yorkshire BD23 3RA, United Kingdom (hereinafter referred to as 'DAE'). Hapimag has joined this exchange platform in order to provide holders of the HapimagCard (hereinafter referred to as 'members') with an additional option for using their residence points through the booking of accommodation units worldwide. The accommodation units are made available on the DAE exchange platform by their owners or operators (hereinafter referred to as 'providers').

### 2. Contractual relationship

When booking an accommodation unit from the offer of the DAE exchange platform:

- A brokerage contract is concluded between Hapimag and the member, authorising Hapimag to charge the number of residence points published to the member's account and to invoice him the published all-in price. The all-in price must be paid within 30 days. The brokerage contract is subject to Swiss law.
- A leasing contract for the accommodation unit is concluded between the provider and the member which may require the member to pay additional charges to the provider ('Additional Charges' as published by DAE). This leasing contract is subject to the law of the country where the accommodation unit is located.

### 3. Furnishings and equipment of accommodation units Liability for information

Every accommodation unit is subject to different quality standards. Every member is expected to inform himself/herself accordingly as to whether the accommodation unit meets his/her requirements e.g. by using the information provided by DAE via the Hapimag website and by using information publicly available on the Internet or, if necessary, by contacting the providers of the accommodation unit directly. The information available on the Hapimag website is information which has been supplied to DAE by the providers of the accommodation units or comes from publicly available sources. This information has not been checked either by DAE or by Hapimag. For this reason, neither DAE nor Hapimag shall bear responsibility for the accuracy of this information.

### 4. Responsibility for deficiency

Any claims for deficiencies relating to the accommodation unit must be directed exclusively to the provider of the accommodation unit.

### 5. Booking changes and cancellations

Booking changes and cancellations can only be made by telephone and are subject to a handling charge of CHF 60.– per booking. If a cancellation is made on or later than the 31st day before the period of accommodation is due to begin, an all-in price of 95% of the usage charge (points and money) shall apply. We recommend the conclusion of a cancellation charge insurance policy. It is up to the member to prove that Hapimag incurred no or significantly lower costs than the all-in price specified above.

### 6. Non-transferability

It is prohibited for a member to transfer his/her right of use to third parties for commercial gain.

# Reservation and booking conditions

## Hapimag supplementary offers

### 1. Introduction

Supplementary offers are offers made by Hapimag on request. These conditions are supplementary to the current General Terms and Conditions for the purchase of Hapimag right of residence products.

### 2. Registration

Registration is done in writing or over the telephone. By registering, the member accepts these General Terms and Conditions. The contract is legally binding as soon as Hapimag Touristik AG Hapitour in Baar, Switzerland (hereinafter 'Hapitour') has confirmed the contract over the telephone. The written confirmation is to be checked by the travelling member and any errors reported to Hapitour without delay.

### 3. Price

The travel price comprises the following:

- a) points debit
- b) cash price

### 4. Booking changes and cancellations

A handling charge of CHF 60.– per person will be incurred for booking changes or cancellations (max. CHF 120.– per reservation). The handling charge for cruises with MSC is CHF 80.– per person (max. CHF 160.– per reservation). In addition, the following charges shall apply for booking changes/cancellations (on all-in price and points):

#### Abano and Egypt

29 – 25 days before start of travel:	10%
24 – 15 days before start of travel:	50%
14 – 4 days before start of travel:	80%
3 – 0 days before start of travel:	95%

#### North Sea and Baltic Sea

Up to 4 days before start of travel:	80%
3 – 0 days before start of travel:	95%

#### Cruises with MSC

44 – 30 days before start of travel:	10%
29 – 21 days before start of travel:	25%
20 – 11 days before start of travel:	50%
10 – 3 days before start of travel:	75%
2 – 0 days before start of travel:	95%

#### Club Leisure Group Cooperation Venture

Up to 31 days before start of travel:	0%
30 – 0 days before start of travel:	95%

The participant shall have the right to demonstrate that Hapitour incurred lower costs than the all-in costs specified above.

### Flights and hire cars

The conditions stipulated by the respective service provider (flight company, hire car company) shall apply for flights and/or hire car reservations associated with supplementary offers.

### 5. Replacement traveller

If the person who is withdrawing from the contract provides a replacement traveller before the start of the holiday and this traveller assumes the obligations in their entirety, the handling charge will be CHF 60.– plus the booking change costs charged to us by the service providers. If a flight was also booked, booking changes and the approval of the replacement passenger shall be subject to the terms and conditions of the airline.

### 6. Payment conditions

The invoice will be sent with the confirmation and must be settled 30 days before the start of travel.

### 7. Changes in price or programme

#### 7.1 Changes in price

If the reservation was made more than four months before the start of the holiday, Hapitour reserves the right to adjust prices to take into account fuel supplements, changes in exchange rates, price increases on the part of the service provider and the introduction of additional taxes. Any adjustments will be communicated to the travel participant at least 21 days before the start of travel.

#### 7.2 Changes in programme

In your interest, Hapitour also reserves the right to change the travel schedule or individually agreed services if force majeure, unforeseeable or unpreventable circumstances so dictate. Hapitour will endeavour to offer you replacement services of an equivalent value and will inform you as soon as possible about such alterations and their effects on the price.

#### 7.3 Air travel

If the arrangement includes air travel, pricing is made subject to the participant's flight being conducted at the calculated tariff of the organiser. If this is no longer possible because the seats at this tariff are already fully booked, the booking can only be confirmed if the participant agrees to pay a supplement for a higher tariff category within tourist or business class.

#### 7.4 Rights of the traveller in case of changes to price or programme

If the change in itinerary or the change in individually agreed services results in a considerable change in the travel schedule or if the price increases by more than 5%, the participant shall be entitled to cancel the contract within 5 days of receiving notification from Hapitour and will be reimbursed with the amount he or she has already paid.

#### 7.5 Travel dates, flight schedules, etc.

Hapitour cannot accept any liability for the travel dates it gives to passengers where changes are attributable to processes that are beyond its control (e.g. traffic jam, flight delays). As regards the booking of charter flights, Hapitour reserves the right to make changes to flight times (up to 20 hours), routing, aircraft and the airline used. These changes shall not entitle participants to cancel the contract.

### 8. Travel cancellation by Hapitour

If the minimum number of participants is not reached, Hapitour may cancel the trip up to three weeks before the start of travel at the latest. If the flight to the destination or the port of departure was not booked through Hapitour, the cancellation costs shall be borne by the participant subject to the terms and conditions of the airline booked.

### 9. Liability

**9.1** Hapitour's liability for culpable poor fulfilment shall be limited to three times the travel price for material damage and financial loss, unless such damage was caused either by intent or gross negligence. Relevant international conventions and national laws stipulating lower liability limits or liability exemptions shall apply.

**9.2** If the trip does not conform to the agreed services, it is the responsibility of the travelling member to make a complaint about this immediately to the local tour guide or to the service provider (hotel, airline, car company, shipping company, etc.) and to request redress. Claims for compensation are to be made in writing to Hapitour within one month of the contractual end of the trip.

## **10. Entry, visa and health regulations**

**10.1** Travelling members are themselves responsible for the validity of travel documents, for obtaining any necessary visas and for observing entry, health, currency and import regulations. Hapitour shall assume no liability for the information contained in this catalogue.

**10.2** If entry is refused, the participants shall bear the costs of the return journey themselves.

## **11. Ombudsman**

In the event of a dispute about stays in resorts and/or travel services for which a settlement cannot be reached, the member shall have the option of contacting the arbitration board below. The board will endeavour to reach a fair and balanced settlement with the member.

Ombudsman for the Swiss Travel Industry  
Postfach, CH-4601 Olten  
Tel.: +41 (62) 2 12 66 60  
Fax: +41 (62) 2 12 66 80  
Information by telephone:  
Mon – Fri, 10.00 – 16.00

## **12. Applicable law/Jurisdiction**

Swiss law is applicable. Place of jurisdiction is Baar / Switzerland.

## **For using the DAE exchange platform**

### **1. Preliminary remarks**

The DAE exchange platform is a product of Dial An Exchange Ltd. 21 High Street, Gargrave, Skipton, North Yorkshire BD23 3RA, United Kingdom (hereinafter referred to as 'DAE'). Hapimag has joined this exchange platform in order to provide holders of the HapimagCard (hereinafter referred to as 'members') with an additional option for using their residence points through the booking of accommodation units worldwide. The accommodation units are made available on the DAE exchange platform by their owners or operators (hereinafter referred to as 'providers').

### **2. Contractual relationship**

When booking an accommodation unit from the offer of the DAE exchange platform:

- A brokerage contract is concluded between Hapimag and the member, authorising Hapimag to charge the number of residence points published to the member's account and to invoice him the published all-in price. The all-in price must be paid within 30 days. The brokerage contract is subject to Swiss law.
- A leasing contract for the accommodation unit is concluded between the provider and the member which may require the member to pay additional charges to the provider ('Additional Charges' as published by DAE). This leasing contract is subject to the law of the country where the accommodation unit is located.

### **3. Furnishings and equipment of accommodation units**

#### **Liability for information**

Every accommodation unit is subject to different quality standards. Every member is expected to inform himself / herself accordingly as to whether the accommodation unit meets his / her requirements e.g. by using the information provided by DAE via the Hapimag website and by using information publicly available on the Internet or, if necessary, by contacting the providers of the accommodation unit directly. The information available on the Hapimag website is information which has been supplied to DAE by the providers of the accommodation units or comes from publicly available sources. This information has not been checked either by DAE or by Hapimag. For this reason, neither DAE nor Hapimag shall bear responsibility for the accuracy of this information.

### **4. Responsibility for deficiency**

Any claims for deficiencies relating to the accommodation unit must be directed exclusively to the provider of the accommodation unit.

### **5. Booking changes and cancellations**

Booking changes and cancellations can only be made by telephone and are subject to a handling charge of CHF 60.– per booking. If a cancellation is made on or later than the 31st day before the period of accommodation is due to begin, an all-in price of 95% of the usage charge (points and money) shall apply. We recommend the conclusion of a cancellation charge insurance policy. It is up to the member to prove that Hapimag incurred no or significantly lower costs than the all-in price specified above.

### **6. Non-transferability**

It is prohibited for a member to transfer his / her right of use to third parties for commercial gain.