

OPEN CHAPTER

BOOKING TERMS & CONDITIONS

Cancellation and Refund Policy

Last updated: 30 September 2026

These Booking Terms & Conditions, including the Cancellation and Refund Policy ("Terms"), govern bookings made through Open Chapter, operated by AT Handel & Dienstleistung GmbH, 8604 Volketswil, Switzerland.

By making a booking through the Open Chapter website or booking platform, the guest ("Guest", "you" or "your") confirms that they have read, understood and accepted these Terms.

1. About Open Chapter

Open Chapter is operated by:

AT Handel & Dienstleistung GmbH
8604 Volketswil
Switzerland

Email: info@athd.ch

Open Chapter provides an online platform through which selected holiday homes, villas and other accommodation can be presented and booked directly.

Each accommodation may have its own specific description, house rules, occupancy limits, amenities and property-specific conditions. Any property-specific conditions displayed during the booking process form part of the booking contract.

2. Scope of These Terms

These Terms apply to bookings made directly through the Open Chapter booking platform.

Before completing a booking, the Guest will be shown the relevant:

- accommodation;
- dates;
- number of guests;
- total booking price;
- applicable taxes and mandatory charges;
- payment schedule;
- cancellation conditions; and
- property-specific rules or restrictions.

The Guest is responsible for reviewing this information before completing the booking.

Where a property-specific condition conflicts with these general Terms, the specific condition displayed during the booking process shall apply to that particular booking, provided that it has been clearly presented to the Guest before the booking is completed.

3. Booking and Formation of Contract

A booking request is submitted through the Open Chapter booking platform.

The Guest must provide accurate and complete information.

Before finalising the booking, the Guest will have the opportunity to review and correct the booking details.

A booking becomes binding when:

1. the Guest has entered the required information;
2. the Guest has accepted these Terms and the applicable Privacy Policy;
3. the Guest has completed the required payment or payment authorisation; and
4. Open Chapter or the relevant accommodation provider has confirmed the reservation.

The Guest will receive an electronic booking confirmation containing the principal details of the reservation.

The booking confirmation should be retained by the Guest.

Swiss e-commerce rules require online businesses to provide clear information about the contracting process, enable customers to identify and correct errors before submitting an order, and electronically confirm the essential elements of the contract.

4. Booking Requirements

The person making the booking must be at least 18 years old and legally capable of entering into a binding contract.

The person making the booking is responsible for all members of their travelling party and confirms that they have authority to make the booking on behalf of those persons.

The Guest must provide accurate information, including:

- full name;
- valid email address;
- telephone number;
- number of guests;
- arrival and departure dates; and
- any other information reasonably required to fulfil the reservation.

Open Chapter may cancel a booking if material information has been intentionally falsified or if the booking is made in breach of these Terms.

5. Prices

All prices displayed during the booking process are stated in the currency indicated on the booking page.

The total price payable by the Guest will be displayed before the booking is completed.

Where applicable, the total price may include:

- accommodation charges;
- Open Chapter booking or service fees;
- cleaning fees;
- local taxes;
- tourist taxes;
- mandatory property charges; and
- other mandatory charges applicable to the selected accommodation.

Optional services or extras will be identified separately where applicable.

Open Chapter will not intentionally add undisclosed mandatory charges after the booking has been completed.

6. Payment

Unless otherwise stated during the booking process, the following payment structure applies:

Standard bookings

The full booking amount is payable at the time of booking.

Where a property has a different payment schedule, the payment schedule displayed during the booking process shall apply.

Payments are processed through Stripe.

Open Chapter does not store complete payment card details on its own systems where the payment is processed through Stripe.

A booking may be cancelled in accordance with these Terms if a required payment is not received by the applicable due date.

7. Booking Confirmation

Once the booking has been confirmed, the Guest will receive a booking confirmation by email.

The confirmation will normally contain:

- Guest name;
- accommodation;
- arrival date;
- departure date;
- number of guests;
- booking price;
- payment status;
- applicable cancellation conditions; and
- relevant arrival information.

If the Guest does not receive the confirmation within a reasonable period after payment, they should contact Open Chapter at info@athd.ch.

8. Accommodation Information

Open Chapter aims to ensure that property descriptions, photographs, amenities and other information are accurate and current.

However, certain characteristics may change over time, including:

- furniture;
- decorative elements;
- garden arrangements;
- equipment;
- seasonal facilities;
- nearby construction;
- access arrangements; or

- other non-material details.

Material changes that substantially affect the booked accommodation will be communicated to the Guest where reasonably possible.

9. Occupancy and Guests

Only the number of guests stated in the booking may occupy the accommodation unless Open Chapter or the accommodation provider has expressly approved an alternative arrangement.

The Guest must comply with the maximum occupancy of the accommodation.

Additional overnight guests may not be accommodated without prior approval.

Open Chapter or the accommodation provider may refuse additional occupancy where it would violate safety requirements, property rules, local regulations or the accommodation's maximum capacity.

10. House Rules

The Guest agrees to comply with:

- property-specific house rules;
- applicable local laws and regulations;
- maximum occupancy limits;
- reasonable noise restrictions;
- smoking restrictions;
- pet policies;
- safety requirements; and
- check-in and check-out instructions.

Serious or repeated violations may result in termination of the stay without refund, particularly where the Guest's conduct creates a significant risk of damage, danger, disturbance or legal liability.

The Guest remains responsible for any damage caused by themselves or members of their travelling party.

11. Damage and Security Deposit

Where an accommodation requires a security deposit, the amount and payment procedure will be communicated to the Guest before or during booking.

The security deposit may be used to cover documented:

- property damage;
- missing items;
- excessive cleaning;
- lost keys or access devices;
- violations of applicable property rules; or
- other costs directly caused by the Guest or members of their party.

Normal wear and tear will not be charged to the Guest.

Where deductions are made from a security deposit, Open Chapter or the relevant accommodation provider will provide reasonable information concerning the basis of the deduction.

12. Guest Cancellation Policy

The following standard cancellation policy applies unless a different cancellation policy is expressly displayed for the selected accommodation.

Cancellation 30 or more days before arrival

The Guest may cancel the booking and receive a refund of amounts paid, less any clearly disclosed non-refundable booking/service fee and any third-party costs that cannot reasonably be recovered.

Cancellation 15-29 days before arrival

The Guest will receive a refund of 50% of the accommodation amount paid, subject to any clearly disclosed non-refundable booking/service fee or non-recoverable third-party costs.

Cancellation 0-14 days before arrival

The booking is non-refundable.

This includes cancellations made within 14 days before the scheduled check-in date and failure to arrive ("no-show").

Where a booking is subject to a property-specific cancellation policy, that policy will be shown to the Guest before the booking is completed and will apply instead.

13. Date Changes

Requests to change the arrival or departure date are subject to availability and approval.

Open Chapter will make reasonable efforts to accommodate date changes where possible.

A change of dates may result in:

- a different accommodation price;
- additional charges;
- a reduced refund; or
- application of the cancellation policy.

A date change is not automatically available and does not automatically reset the cancellation period.

14. Rebooking Option

At Open Chapter's discretion, a Guest who cannot travel may request to transfer the booking to alternative dates.

Any rebooking is subject to:

- availability;
- the accommodation provider's approval;
- the applicable price for the new dates; and
- any difference in taxes or mandatory charges.

Open Chapter may offer a rebooking credit instead of a monetary refund as a goodwill solution. Such a credit is not guaranteed unless expressly agreed in writing.

15. No-Show

If the Guest does not arrive at the accommodation on the scheduled arrival date without prior notification, the booking will be treated as a no-show.

Unless the applicable property-specific cancellation policy states otherwise, no refund will be due for a no-show occurring within the non-refundable cancellation period.

The Guest should contact Open Chapter as soon as possible if unexpected circumstances prevent arrival.

16. Early Departure

If a Guest voluntarily leaves the accommodation before the booked departure date, no automatic refund is due for unused nights.

Open Chapter may, at its discretion, provide a partial refund or credit where the circumstances justify doing so.

17. Cancellation by Open Chapter or the Accommodation Provider

In exceptional circumstances, Open Chapter or the accommodation provider may need to cancel a confirmed reservation.

Examples may include:

- the accommodation becoming unavailable;
- serious property damage;
- safety concerns;
- legal or regulatory restrictions;
- circumstances beyond reasonable control; or
- material circumstances preventing the accommodation from being provided as booked.

Where Open Chapter cancels a booking before arrival for reasons attributable to Open Chapter or the accommodation provider, the Guest will generally be offered:

1. a suitable alternative accommodation, subject to availability and Guest agreement; or
2. a refund of amounts paid for the affected booking.

Open Chapter will not knowingly retain payment for accommodation that it is unable to provide.

18. Force Majeure

Neither Open Chapter nor the accommodation provider shall be responsible for failure or delay in performance caused by circumstances beyond reasonable control.

Such circumstances may include, depending on the circumstances:

- natural disasters;
- severe weather events;
- war or armed conflict;
- terrorism;
- governmental restrictions;
- serious infrastructure failures;
- widespread power or telecommunications outages;
- epidemics or pandemics;
- strikes or significant transport disruptions; or
- other extraordinary events that could not reasonably have been prevented.

Where such circumstances affect a booking, Open Chapter will communicate with the Guest and seek a reasonable solution.

A force majeure event does not automatically create an unconditional right to a full refund unless required by applicable law or agreed by Open Chapter.

19. Refunds

Where a refund is approved under these Terms, Open Chapter will normally process the refund to the original payment method.

Refund processing may take several business days depending on the payment provider and the Guest's bank.

Where payment was made by card or another electronic payment method, Open Chapter may process the refund through the original payment provider.

Any non-refundable third-party charges or clearly disclosed non-refundable booking/service fees may be deducted where permitted by applicable law and these Terms.

Open Chapter will not charge a cancellation fee that is disproportionate to the actual contractual arrangement or the cancellation terms clearly accepted by the Guest.

20. Special Circumstances

If a Guest is unable to travel because of personal circumstances, including:

- illness;
- injury;
- pregnancy;
- family emergency;
- visa problems;
- work obligations;
- transportation problems; or
- other personal circumstances,

the standard cancellation policy continues to apply unless mandatory law provides otherwise or Open Chapter agrees to an exception.

Guests are therefore strongly encouraged to obtain appropriate travel and cancellation insurance.

21. Travel Insurance

Open Chapter recommends that Guests obtain suitable travel insurance covering, where appropriate:

- cancellation;
- illness;
- accident;
- travel interruption;
- loss of luggage;
- emergency accommodation;
- transportation disruption; and
- other risks relevant to their trip.

Travel insurance is the Guest's responsibility.

22. Check-In and Check-Out

The standard check-in and check-out times will be provided in the booking confirmation or accommodation information.

Guests must follow the applicable check-in and check-out instructions.

Late check-out without prior approval may result in an additional charge where the accommodation provider incurs costs or loses the ability to prepare the property for the next Guest.

23. Problems During the Stay

If the Guest experiences a material problem with the accommodation, the Guest must notify Open Chapter or the designated accommodation contact as soon as reasonably possible.

The Guest should provide sufficient information and, where appropriate, photographs or other evidence.

Open Chapter will make reasonable efforts to investigate and resolve legitimate problems during the stay.

Guests should not leave the accommodation without first giving Open Chapter or the accommodation provider a reasonable opportunity to address a material issue, except where immediate departure is reasonably necessary for safety.

24. Property Damage

The Guest is responsible for damage caused by the Guest or members of their travelling party beyond normal wear and tear.

Where damage occurs, the Guest must notify Open Chapter or the accommodation provider promptly.

Open Chapter or the accommodation provider may seek reimbursement for reasonable, documented repair or replacement costs.

25. Limitation of Liability

To the extent permitted by applicable law, Open Chapter shall not be liable for indirect or consequential losses that are not reasonably foreseeable.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by mandatory law, including liability arising from intentional misconduct or other legally non-excludable circumstances.

Open Chapter is not responsible for circumstances that are outside its reasonable control.

Nothing in these Terms is intended to deprive consumers of mandatory rights applicable to their individual circumstances.

26. Personal Belongings

Guests are responsible for their personal belongings during the stay.

Open Chapter and the accommodation provider are not responsible for loss, theft or damage to personal belongings except where liability cannot legally be excluded.

Guests should use available safes or other security facilities where provided.

27. Third-Party Services

Some accommodations may provide or facilitate access to third-party services, such as:

- transportation;
- excursions;
- restaurants;
- wellness services;
- activities;
- equipment rental; or
- other local services.

Unless expressly stated otherwise, such third-party services are provided by independent providers.

Any contract for such third-party services may be subject to the provider's own terms and conditions.

28. Privacy

Personal data collected during the booking process is processed in accordance with the Open Chapter Privacy Policy.

The Privacy Policy explains how personal data is collected, used, stored and shared, including information regarding Stripe, Vercel, Resend and other relevant service providers.

29. Online Booking and Electronic Communications

By making a booking, the Guest agrees to receive transactional communications relating to their reservation, including:

- booking confirmations;
- payment notifications;
- cancellation or modification confirmations;
- check-in information;
- important accommodation information; and
- other communications necessary to administer the booking.

These communications are service-related and are not marketing communications.

30. Amendments to These Terms

Open Chapter may update these Terms from time to time.

The version applicable to a booking is the version presented to and accepted by the Guest at the time the booking is made.

Changes made after a booking has been confirmed will not retroactively alter the material contractual conditions of that booking unless required by law or expressly agreed with the Guest.

31. Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

The invalid provision shall be replaced or interpreted in a manner that most closely reflects its intended lawful purpose.

32. Applicable Law

These Terms are governed by Swiss law, subject to any mandatory provisions of the law applicable to a consumer in their country of habitual residence that cannot legally be excluded.

Nothing in these Terms is intended to deprive a consumer of mandatory statutory protections that apply to their booking.

33. Jurisdiction

For disputes involving consumers, mandatory statutory jurisdiction rules remain applicable.

Nothing in these Terms shall constitute a waiver of a consumer's mandatory right to bring proceedings before a court that has jurisdiction under applicable law.

Where Swiss law permits the parties to agree on jurisdiction, the competent courts at the registered office of AT Handel & Dienstleistung GmbH in Switzerland shall have jurisdiction, subject always to mandatory consumer-protection and international jurisdiction rules.

Swiss government guidance specifically notes that consumer jurisdiction can be affected by international rules, including the Lugano Convention and Swiss private international law, so an

absolute "Swiss courts only" clause should not be used to override mandatory consumer rights.

34. Complaints and Contact

Guests should first contact Open Chapter directly regarding any booking-related complaint or concern.

Open Chapter
Operated by AT Handel & Dienstleistung GmbH
8604 Volketswil
Switzerland

Email: info@athd.ch

We will make reasonable efforts to review and resolve complaints promptly and fairly.

35. Guest Acceptance

Before completing a booking, the Guest confirms that:

- ☐ They have read and accepted these Booking Terms & Conditions.
- ☐ They have reviewed the applicable cancellation and refund policy.
- ☐ They have reviewed the accommodation details and booking information.
- ☐ They have checked the dates, number of guests and total price.
- ☐ They understand that completing the booking creates a payment obligation.

The booking interface should make the final contractual step clear and should use wording such as "Book with payment obligation" or equivalent wording clearly indicating that the booking creates a payment obligation. Swiss e-commerce guidance specifically recommends clear wording and a review/correction step before contract completion.

Open Chapter
Operated by AT Handel & Dienstleistung GmbH
8604 Volketswil, Switzerland
info@athd.ch

Last updated: 30 September 2026