

# General Conditions of the «Rental Agreement for Furnished Glandon Apartments»

(Form GA\_100) | Version: 01.03.2018

## 1. Scope

These General Conditions govern the relationship between the customer and Glandon Apartments AG. The Conditions dispense with the use of the feminine form of speech and use the generic terms "Tenant" and "Landlord".

## 2. General Conditions

**2.1 Contracting party:** Glandon Apartments AG is not the contractual partner when renting the furnished apartments. The contractual partner is the owner of the respective property specified in the contract.

**2.2 Tenant:** Before entering into a contract, the prospective customer's credit rating may be checked. The Landlord deems the request form to constitute proof of interest in renting an apartment.

**2.3 Business hours:** Office hours are Monday to Friday from 8 am - 12 pm and from 1 pm - 5 pm.

**2.4 Transfer of the property:** The apartment will be handed over in a clean and rentable condition. The Tenant shall have access to the apartment beginning at 2 pm on the day of the agreed start of the rental period. Check-in must be done by 5 pm. If the rental period begins on a Saturday, Sunday or public holiday, handover will take place on the following business day. If available, check-in can also be done on weekends or public holidays for an additional fee.

**2.5 Use of the property:** The rental property may only be used for living purposes by the persons listed in the contract. In the event of overcrowding, the Tenant may be charged for additional expenses and/or be terminated without notice. The Tenant is obliged to comply with statutory registration deadlines/permits and to communicate the personal details of the current occupants of the apartment to the management of Glandon Apartments.

**2.6 Maintenance of the property:** The Tenant is prohibited from making changes to the rental property. For urgent repairs, the management of Glandon Apartments must be contacted. In the event that the management cannot be reached and there is a threat of major damage, the Tenant must act in good faith. If major repairs or renovations are performed by Glandon Apartments AG, the Tenant must be informed with one month's advance notice. The Tenant must tolerate all work which is necessary and urgent for the preservation of the property.

**2.7 Rent:** Payment of the rent shall be made prior to the beginning of each month. Payments may be made by credit card payment or bank transfer. All transaction costs shall be borne by the Tenant.

**2.8 Security deposits:** Upon conclusion of the contract, a reservation fee of CHF 300 will be charged by credit card. The deposit must be paid no later than upon moving into the apartment. The amount of the deposit depends on the category of rented apartment. The reservation fee and deposit will be refunded at the time the Tenant moves out, provided there is no damage or payments in arrears. Glandon Apartments reserves the right to charge for damages caused by the Tenant and to set off any arrears against the deposit or, in the event of non-performance prior to the start of the rental period, to retain any payments previously made. Glandon Apartments does not charge any fees for foreign transactions.

**2.9 Subtenancy:** The subletting of the transferred premises or parking spaces requires the written consent of Glandon Apartments AG.

**2.10 Use:** The apartment is for residential purposes only and may not be used for commercial activities.

**2.11 Right of access and inspection:** The apartment can be entered periodically by management staff for cleaning purposes. Upon providing 24-hour advance notice, the Landlord shall have the right to enter the apartment with craftsmen or prospective tenants even if the Tenant is not present.

**2.12 Cleaning:** Depending on the contract, the rental property is cleaned two or four times a month between 9 am and 4 pm. Exceptions must be regulated in the contract. Basic cleaning includes cleaning apartment surfaces, cleaning the kitchen (if present) and the bathroom and changing the bed linen. The cleaning time is one hour. Garbage bags are not disposed of by cleaning staff, and private objects are not tidied up/cleaned. The final cleaning of the apartment is included in the rent and lasts three hours. In the event of heavy soiling or dirt, the associated additional expenses will be charged in accordance with the cost list for additional services. During the last month of the rental period or during a one-month rental term, the second and fourth cleaning respectively is considered to be the final cleaning.

**2.13 Equipment:** The Tenant is obligated to treat the electronic devices provided with due care and is liable for damages incurred. The Tenant can request a manual for any questions regarding their use. In the event of damage, Glandon Apartments AG must be informed immediately so that the defective device can be replaced.

**2.14 Private appliances:** Appliances requiring a water connection, as well as music equipment and additional cooking appliances, may be permitted after consulting with the management.

**2.15 Internet:** Internet access is offered via WiFi (wireless access to the Internet) for at least two webbrowser-enabled devices per apartment. If service is impaired or becomes unavailable, Glandon Apartments AG must be able to offer a tentative solution within 48 hours (on business days). It should be noted that speed can be affected by varyingly heavy use of the internet, especially in the evening. Glandon Apartments does not guarantee the speed and performance of the internet provider. Commercial users of the internet are advised to obtain a private connection from an Internet Service Provider. Glandon Apartments is not responsible for the tenant's hardware or software. Glandon Apartments' hardware meets modern standards and is designed for general use of the internet. Internet access is unsecure and users connect at their own risk. As a hot-spot operator, Glandon Apartments stores all traffic data of all telecommunication over the WiFi for up to six months and forwards it to the authorities in the event of prosecution.

**2.16 Smoking:** Smoking is prohibited in the rooms as well as in the public areas of the building. Violations may result in charges for repair and cleaning costs.

**2.17 Pets:** Pets are not allowed without the consent of Glandon Apartments AG.

**2.18 Bicycles:** Bicycles may not be stored in the apartment.

**2.19 Missing keys:** In the event of lost keys, the Landlord is entitled to replace or modify the key and locking system at the Tenant's expense.

**2.20 Liability insurance:** Liability insurance is not compulsory, however it is strongly recommend that such insurance be obtained.

**2.21 Statutory TV/radio license fees:** Authoritative for the obligation to pay shall be whether the Tenant has officially registered a residence in Switzerland. In the event that the Tenant registers an official place of residence in Switzerland, he or she shall be responsible for paying statutory license fees.

**2.22 Termination:** Open-end rental contracts may be terminated 30 days in advance at the end of each month (except December). Termination must be made in writing by post and must be signed by the Tenant. Termination shall be based on the date of receipt at Glandon Apartments.

**2.23 Extraordinary termination:** The Tenant can return the premises without observing a notice period. In the event that the Landlord fails to find a new tenant, the Tenant shall owe rent until the end of the notice period. The Tenant shall not be liable for this payment if a new tenant is found. In all cases, an administrative fee of CHF 150 shall be paid.

**2.24 Return of the premises:** The rental property shall be returned in a good and orderly condition. The Tenant is liable for damages that are caused by him or her during the rental period due to extraordinary wear and tear. No objects may be left behind in the apartment that were not in the property upon commencement of the rental period. The rental property shall be returned no later than by 10 am on the last day of the rental contract. If this day falls on a Saturday, Sunday or public holiday, the return will take place on the previous business day.

**2.25 Additional costs:** The Tenant may be charged for any damage, excessive soiling, wear, as well as for other additional expenses.

**2.26 Contract:** The contract contains all agreements made between the Parties. Amendments and subsequent agreements shall only be valid if they have been confirmed in advance in writing by Glandon Apartments.

## 3. Additional provisions

**3.1 Data protection:** The data required to complete the commercial transaction will be processed by Glandon Apartments AG and stored, as necessary. The collection and processing of personal data complies with the provisions of Swiss data protection law.

**3.2 Video surveillance:** The public spaces of the property may be subject to video surveillance to ensure security and the protection of personal property. Images are handled according to the prescribed data protection guidelines and only handed over to the authorities in the event of suspicion.

**3.3 Badge:** All openings with the Badge are registered electronically. If the Badge is lost, the Tenant shall immediately notify the management of Glandon Apartments in order to immediately lock it. The loss will be charged according to the cost list for additional services.

**3.4 Applicable law:** Unless otherwise agreed in the contract and in the General Conditions, the provisions of the Swiss Code of Obligations (Article 253 et seq OR) shall apply.