

# GENERAL TERMS and CONDITIONS OF CONTRACT

## for rental properties, including services

Boardinghouse GmbH, Metallstrasse 16, 9000 St. Gallen

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### **1. Tenancies and rental**

#### **1.1 Description of property**

The landlord rents a furnished flat to the tenant, consisting of kitchen, bathroom and living space plus inventory, according to the inventory list in the rental property.

#### **1.2 Services by third parties**

Various services are provided in the property by third parties (for example restaurant services, kiosk, etc.) these third parties are entirely independent of the landlord. Said services are accordingly outside the present contract and have nothing to do with the contractual relationship between landlord and tenant.

#### **1.3 Rent**

The rental sum is stipulated according to the table listed in the contract and according to the period of rental. It is in principle to be paid in advance.

#### **1.4 Service fee (cleaning and laundry)**

In addition to the rental property made available to the tenant, the landlord also provides services as cleaning of the bathroom and living space. Bed linen and towels are also provided and will be replaced weekly. These services are also provided at the end of the rental period. Service fees are listed separately to the rental contracts. The tenant allows the landlord herewith to enter the rental property for the necessary cleaning services.

#### **1.5 Payment/Debit credit card**

In case of an online reservation the rental fees including the service charges for the agreed length of rental, will be tentatively debited from the tenant's credit card.

#### **1.6 Mutation**

There is an administration fee of CHF 50.00 to be paid for any cancellation or shortening of a confirmed booking. If a confirmed rental period of at least three nights does not take place, a two-night rental fee will have to be paid if notice is not given at least 72 hours in advance. Bookings of fewer than three nights can be cancelled free of charge, except of the administration fee.

### **2 Purpose for rental property**

#### **2.1 Purpose for rental property**

The rental property may only be used for living or work purposes (i.e., office work which does not involve meeting clients on the premises).

#### **2.2 Occupancy**

The maximum occupancy of the rental property is limited to two people including children and teenagers. Should there be further people in the flat, then this higher occupancy must be contractually agreed upon in writing. The room and included services are prepared for one person only. Should the occupancy include a second person then bed linen, towels and starter kit must be ordered separately.

#### **2.3 House Rules**

Further information to the use and occupancy of the rental property can be found in the binding house rules. Should the house rules be subject to alteration during the tenancy then these altered house rules come into effect the day following their notification albeit that the tenant has not immediately terminated the rental agreement on receiving such notification.

## **2.4 Subleasing**

Subleasing of the rental premises is not allowed.

## **2.5 Cleaning kitchen, cooking utensils and crockery**

At the end of the rental period any necessary cleaning of the kitchen, as well as cooking equipment, glass, cutlery, and table ware will be done by the landlord/housekeeping. Cleaning during the rental period itself, is the responsibility of the tenant and is not included in the services being provided.

## **3. Start of rental, rental period extension and cancellation**

### **3.1 Start of rental**

The rental begins with the agreed rental period if the due rent has been paid in advance, resp. tentatively debited from the tenant's credit card. Reservations via Internet or email are binding if they have been confirmed by the landlord through the reservations system or by email.

### **3.2 Rental period**

The rental contract is firmly concluded for the duration recorded in the reservations system or agreed at the beginning of the rental and ends on the confirmed date without any need for notice on part of the landlord or tenant.

### **3.3 Early termination of rental agreement by tenant**

The tenant has the right to terminate the tenancy at any time, effecting the following day. In that case, rental fees will be accounted for according to the table in the rental agreement based on the tariff valid for the actual rental period.

### **3.4 Extension of rental agreement**

The tenant has the right to extend the rental period at any time during the agreed period of rental. Provided that the rental property is available at the requested time and has not been previously reserved or contractually rented out. In case of an extension of the rental agreement the rental fees for said extension must be paid in advance as must the service charges according to the applicable rates.

In case of an extension of the rental period, the extension begins with the payment of the due rental fees, together with the applicable service charges incurred for the requested extension period. Occupancy of the original rented premises can only be guaranteed when the extension request takes place three days before the tenancy expires and the rental fees due for said extension have been paid or been covered by a tentatively credit card debit.

### **3.5 Early termination of rental agreement by landlord**

The landlord has the right to terminate the agreement for pertinent reasons at any time from the next following day. In such a case the rent due will be adjusted accordingly to cater for the shortened term of rental and any fees owing due to payment in advance will be refunded, whether paid for in cash or covered by a credit card debit. Apart from the refunding of rental due no other claims can be made on the landlord.

Pertinent reasons for early termination of the rental agreement are:

- Violation of the maximum occupancy according to house rules on part of the tenant
- Violation of the purpose of renting the flat on part of the tenant.
- Violation of the house rules in general on part of the tenant.
- Unforeseeable reasons which make a continuation of tenant landlord rental agreement unacceptable.

If the rental property cannot be made available for unforeseen reasons, the landlord can withdraw from the rental agreement without being accountable to any claims for compensation on part of the tenant.

## 4.0 Takeover and return of the rental property

### 4.1 Reception

The electronic key card can be collected from 3pm onwards at the reception on the day the rental agreement starts.

The electronic key card can only be collected outside office hours if this has been confirmed in writing by the landlord.

### 4.2 Inventory check

On taking over the rented appartement, the tenant is required to make an inventory check according to the inventory list provided and should any items be missing or broken, inform the landlord no later than the day after takeover.

### 4.3 Return the rental property

The rental property is to be vacated by 12am latest on the last day of the rental period. The electronic key will be deactivated at 12am the same day. Vacating the property is not possible on a Sunday.

If the room is not fully cleared out then the tenant will be charged rent for any objects left on the property after the vacation date, at a rate of CHF 2.00 per cubic meter. The landlord has the right but not the duty to dispose of any items that have not been collected at the end of a three-month period. The tenant has no claim against the landlord for the disposal of said items and the rent for these items if not paid by then will still be owing. In agreement with the landlord storage space in the cellar may be rented according to the general terms and conditions of the rental agreement. Sending items on to a forwarding address will only be done if postage and expenditure is paid for in advance.

### 4.4 Accountability of the tenant

The tenant is accountable for all damage which occurs during his or her tenancy and for any missing inventory items which they did not declare when taking over the rental. The price for these items is to be found on the inventory list. The landlord does not usually demand a deposit for these items. However, within the terms of this agreement the tenant allows the landlord to debit any missing items directly from their credit card. Smoking is not allowed in the rooms or anywhere in the boarding house; nor are any activities allowed that arise smoke or obnoxious smells. The flats are equipped with smoke/fire alarm detectors that are directly linked to the local fire station. Should a tenant trigger a false alarm, then he or she will be accountable in full for all costs thereby incurred and for any damages which may be caused.

Otherwise, the tenant is accountable in accordance to the provision of Swiss Obligations Law Various.

## 5 Other important points

### 5.1 Right of retention

The landlord's right of retention to objects introduced by the tenant according to Art. 268 OR supersedes the rights of third parties.

### 5.2 Electronic key card

The property has electronic key cards which open the doors to the house and the rooms. The master card is included in the rent and will be handed over without the need to place a deposit. Any extra cards required can be obtained for a deposit of CHF 20.00. The key cards are activated on payment of the rent. **If the key card is lost, the tenant is required to report that loss immediately, so that the card can be blocked and re-loaded.** The tenant will be charged CHF 20.00 for the loss of a key card.

### 5.3 Obligation to report

The tenant has an obligation to report any damage to the rental property immediately.

#### **5.4 Right of entry**

The landlord or its deputy has the right of entry, provided due notice is given, in order to carry out repairs, maintenance and any required inspection of matters concerning the premises. In case of fire, burglary or other emergencies needing damage limitation, no notice needs to be given.

#### **5.5 Landlord liability**

With the exception of personal bodily harm, the landlord is accountable under all title to the full amount of the agreed rental sum. The landlord has no liability in case of:

- Actions and omissions of the tenant, their companion or guests.
- For the theft of any objects or items brought to or deposited by the tenant in the rental premises.
- In case of force majeure or official orders, that will make it impossible for the landlord to carry out the terms of the contract.
- For damage incurred through the use of the internet/WLAN or with the failure of the aforesaid.
- For the service providers of the third part.
- For stolen or damaged vehicles parked in the indoor carpark or in the parking bay.
- For the condition of infrastructures that do not belong to the rental premises e.g.: road public transport.

Compensation for damages to the landlord, claimed by the tenant will be limited of action within one year dating from the end of the rental period.

#### **5.6 Severability clause**

If any of the ascertainties of the present General terms and Conditions is held to be unenforceable the enforceability of all remaining provisions shall not be effected thereby. Instead of the unenforceable provision an agreement must be made on a regulation which corresponds to the original legal and economic objectives of the parties.

#### **5.7 Place of jurisdiction**

The parties will agree on the place of jurisdiction in a court authorized to deal with such matters.

This rental contract is subject to Swiss Law without regard to conflict of law provisions or international agreements.

## House rules

The purpose of these house rules is to make living pleasant for all residents and to keep the property in a good and well-kept condition. The highest principle is mutual consideration and tolerance. These house rules are binding for all residents of the boarding house and their guests. The tenants are liable for their guests.

### **Do not Disturb- Regulations**

Please be considerate of roommates and avoid loud noises. Sound playback devices must also be set to room volume during the day. The time from 10:00 p.m. to 6:00 a.m. and from 12:00 p.m. to 1:00 p.m. is the official quiet time.

### **Airing and heating**

Please air your premises regularly. The apartments are also automatically ventilated with central ventilation, so there is no need to tilt the windows, especially during the cold season.

### **Applicable prohibitions:**

- Smoking is not permitted anywhere in the house.
- Foul-smelling and dangerous substances may not be kept or stored in the rented premises.
- No rubbish of any kind may be thrown into the toilets, water drains or out of the window.
- No items (shoes, bicycles, furniture, etc.) may be stored in the hallway or stairwell.
- Making music is prohibited from 10 pm to 7 am and from 12 pm to 1.30 pm.
- No laundry may be dried in the apartment.
- Animals on the balcony (e.g. birds) may not be fed.
- Barbecues are not allowed in the rooms or on the balconies.
- No animals may be kept in the rented premises.

### **Lift**

The operating instructions posted in the lift cabins must be strictly observed. In the event of a fire, the lift must not be used. The landlord accepts no liability for unauthorized or improper use of the lifts.

### **Parking bays and underground garage**

Apart from vehicles, no other objects or rubbish may be deposited in the parking lots. The fire police regulations must be observed. Children are not allowed to play in the underground car park and around the parking spaces. The landlord rejects any liability, this also applies to liability for any stolen or damaged vehicles.

### **Fire alarm**

All apartments in the boarding house are equipped with fire alarms, which immediately trigger a fire brigade in the event of an alarm and are fully at the expense of the tenants. If the fire alarm is tampered with by a tenant, we charge CHF 500.00 in damages. **Meeting point in the event of a fire alarm is opposite entrance A (back of the building) at Ulmenstrasse 6 in the entrance.**

### **Liability**

The tenants concerned are liable for accidents and damage caused by disregarding the house rules.

**If these house rules are disregarded, the tenancy can be terminated by the landlord.**

### **For your safety**

For your and our safety, the public areas of our Boardinghouse (entrance areas, stairwells, underground parking garage) are under video surveillance. Furthermore, the building is equipped with a modern locking system that can also be digitally monitored.

A lockable area is available in the garage for secure storage of your bicycle.

If you experience any noise disturbances around the Boardinghouse at night, you can contact the police directly at 117.