

# SWITZERLAND

## GENERAL TERMS AND CONDITIONS

Version 3-06-2018

### **1. General and Applicability**

**1.1** These conditions apply to all offers, tenders and agreements between Athomeswitzerland SARL and a client to which Athomeswitzerland SARL has declared these conditions applicable, insofar as the parties have not expressly derogated from these conditions in writing.

**1.2** In addition, these conditions apply to agreements with Athomeswitzerland SARL , the performance of which requires Athomeswitzerland SARL to engage third parties.

**1.3** Unless agreed otherwise in writing, the applicability of any purchase or other conditions of the client is expressly excluded.

**1.4** The leased property may only be used as described in the agreement.

**1.5** The client expressly declares to be aware of the temporary use/nature of the leased property and agrees in advance to the fact that he must leave or return the used property at the end of the agreed term.

### **2. Formation of tenders, offers and agreements**

**2.1** All offers made and tenders submitted by Athomeswitzerland SARL with regard to the formation of an agreement are free of obligation and subject to the proviso of availability.

**2.2** Agreements entered into by intermediaries (companies, organisations, relocators, estate agents, etc.), whether or not on behalf of their relation(s), will be deemed to have been entered into at the expense and risk of such intermediaries, unless expressly agreed otherwise in writing.

**2.3** Athomeswitzerland SARL will not owe intermediaries any provisions or fees of any kind, unless expressly agreed otherwise in writing. The prices stated in the tender or the offer are exclusive of VAT and other government levies, unless it is stated otherwise.

**2.4** A combined quotation does not require Athomeswitzerland SARL to carry out part of the assignment at a proportionate part of the quoted price.

### **3. Obligations, nuisance, access, lost and found objects, waste and no-smoking policy**

**3.1** Under no circumstances will Athomeswitzerland SARL be liable for loss of any kind suffered by the client, user, resident and/or third parties unless such loss is a direct consequence of intent or gross negligence on the part of Athomeswitzerland SARL or third parties engaged by Athomeswitzerland SARL .

**3.2** Athomeswitzerland SARL is not liable for damage to or loss of goods that the client, user, resident and/or third parties bring to the leased property. The above does not apply insofar as the damage or the loss is attributable to intent or gross negligence on the part of Athomeswitzerland SARL or third parties engaged by Athomeswitzerland SARL.

**3.3** Under no circumstances will Athomeswitzerland SARL be liable for direct or indirect loss suffered by any person or direct or indirect damage to any item that is the

## SWITZERLAND

direct or indirect consequence of any defect or any capacity or circumstance of, in or on any movable or immovable property of which Athomeswitzerland SARL is the holder, (leasehold) tenant, lessee, user or owner or that is otherwise at the disposal of Athomeswitzerland SARL, except if and insofar as the loss is a direct consequence of intent or gross negligence on the part of Athomeswitzerland SARL or in the event that Athomeswitzerland SARL was aware of the defect when the agreement was entered into.

**3.4** The client, user, resident and/or third parties that accompany them are jointly and severally liable for all loss that arise or will arise for Athomeswitzerland SARL and/or any third parties as a direct or indirect consequence of default (attributable failure) and/or wrongful acts – including a breach of the house rules or a failure to abide by the user's instructions – committed by the client, user, resident or those who accompany him (which does not include third parties engaged by Athomeswitzerland SARL ), as well as for all damage caused by any animal and/or any substance and/or any item of which they are the holder or that is under their supervision.

**3.5** In principle, the leased property will be at the disposal of the client or the user from 14.00 on the commencement date of the agreement or (written) confirmation, until 11.00 on the last day of the agreement or confirmation, or as otherwise agreed in writing.

The client, user or resident is aware of the regular check-in and check-out times used by Athomeswitzerland SARL . Check- in is Monday through Friday between 14.00 and 17.30 and check out is Monday through Sunday before 11.00, unless otherwise agreed in writing.

**3.6** In the event of force majeure or unforeseen circumstances as a result of which the leased property is (temporarily) unavailable, Athomeswitzerland SARL is obliged to offer the client, user or resident a temporary, comparable accommodation or a replacement of the leased property that was or should have been made available in accordance with the agreement or the written confirmation, which (temporary) alternative must in principle be accepted. In the event that the client, user or resident evidently considers this too inconvenient, he/she will be authorised to terminate the agreement or written confirmation with immediate effect without further expenses, unless otherwise agreed in writing. In the abovementioned cases, Athomeswitzerland SARL will under no circumstances be liable to compensate any loss of any kind.

**3.7** Under no circumstances will Athomeswitzerland SARL be liable for any loss of any kind if a request for extension of the lease of the leased property is not accepted.

**3.8** Athomeswitzerland SARL and the client and/or user and/or resident expressly agree that, if the client and/or user and/or resident repeatedly breaks the house rules, does not abide by the user's instructions, or uses the leased property in such a way or otherwise behaves in such a way that the order and the peace in or around the leased property or the building in which the leased property is situated may be or is disturbed, and/or the normal exploitation thereof may be or is hindered, and he fails to change his behaviour after this has been pointed out to him in writing, this will be considered an attributable failure that justifies termination of the agreement.

Upon commencement of the lease, Athomeswitzerland SARL will put, put up or attach house rules and/or user's instructions (insofar as these are applicable) in, on or to the leased property, or make these available in writing. The client and/or user are obliged to comply with the house rules.

**3.9** The client, user or resident will at all times treat the leased property with due care. If and insofar as there is damage to the leased property, the client, user or resident must immediately report this to Athomeswitzerland SARL. In the event of damage to the leased property, Athomeswitzerland SARL reserves the right to charge the costs of repairs or replacement to the client or user, following consultation with the

## SWITZERLAND

client, user or resident.

Athomeswitzerland SARL and all persons to be appointed by it are authorised to enter the leased property on working days between 08.30 and 17.30 for (cleaning) activities, inspection of the leased property, viewings and valuations. In the event of emergencies, Athomeswitzerland SARL is authorised to enter the leased property (or have it entered) outside of these hours as well.

Athomeswitzerland SARL will acquire the ownership of items with regard to which the entitled party has not identified itself to Athomeswitzerland SARL within three years of the item being delivered.

In the event that Athomeswitzerland SARL sends items left behind by the client, user, resident and/or third parties to them, this will be completely at the expense and risk of the relevant client, user, resident or third parties.

The client, user or resident is aware of the fact that smoking in the leased property is prohibited. If and insofar as this happens after all, Athomeswitzerland SARL is authorised to impose a fine of at least € 250 per violation, to be charged in addition to any additional cleaning costs.

**3.10** Without prior written permission from the Lessor, the Lessee and/or Occupant is not permitted to sublet the Rented Property entirely or in part, or to allow third parties to use it, or to offer the Rented Property to third parties for rent or use on the internet or in some other way.

Furthermore, in the event of unauthorised subletting, the Lessee will pay the Lessor all income acquired through the subletting. In addition to this, the Lessee will incur an immediately payable penalty of € 5,000 plus € 250 for each day that the infringement continues.

#### **4. Term of fixed-term contracts, changes, (interim) price changes, terminations**

**4.1** The agreement entered into with Athomeswitzerland SARL ends by operation of law on the agreed date as indicated in the agreement, without a prior notice being required unless a termination letter is received in accordance with the lease terms.

**4.2** Following signature of such agreement or (written) confirmation of a service provided by Athomeswitzerland SARL, the client is aware of and automatically agrees to the fact that, on the agreed date, the leased property must be delivered and/or returned in the state in which the client originally found it.

**4.3** In the event that one of the parties does not meet its obligations arising from the agreement or the service(s) agreed upon in writing and this failure justifies termination, the parties will be authorised to terminate the agreement with immediate effect without being liable for compensation or indemnification. In such case, the client automatically binds himself to transfer, return and vacate the leased property immediately.

In the event of a liquidation, (application for) a moratorium or bankruptcy or attachment – if and insofar as such attachment is not lifted within three months – at the expense of one of the parties, or in the event of a debt rescheduling or other circumstance as a result of which a party no longer has the power to dispose of its capital, the other party is authorised to terminate the agreement or terminate or cancel the service provided with immediate effect, without being liable for compensation or indemnification as a result.

**4.4** In the event that the client uses the leased property as his main residence or is

## SWITZERLAND

going to use it as such, as a result of which the lease will no longer be subject to VAT, the client will – from the day on which the lease subject to VAT ends inform Athomeswitzerland SARL accordingly.

### **5. Extensions, cancellations, no shows and interim terminations**

**5.1** To avoid cancellation fees, cancellations of confirmed services to be offered must take place at least fifteen days before the commencement date of the rented property or offered service. The cancellation fees for stays of less than one month that are cancelled less than fifteen days before the commencement date will amount to one week's rent. This is only applicable for those buildings where a stay of less than one month is a possibility. The cancellation fees for stays of one month or more that are cancelled less than seven days before the commencement date will amount to a maximum of one month's rent.

Athomeswitzerland SARL will make every effort to re-lease the property of which the lease is cancelled, as a result of which the cancellation costs involved for the client may be reduced.

**5.2** In the event of a no-show, the client will be liable to pay at least the rent of the entire lease period, to a maximum of one month's rent. Unless otherwise agreed, Athomeswitzerland SARL is authorised to consider the agreement, or the service provided cancelled in the event of a no-show or in the event that the client fails to start using the leased property on the first day, without prejudice to the conditions of this article.

**5.3** When a notice to vacate is provided, a notice period of 15 days applies for bookings shorter than three months, and one month for bookings longer than three months. The notice to terminate must always be given by e-mail.

**5.4** Renewals and options for renewals of a lease term or other term agreed previously must be requested in writing. Renewals are only valid if they have been confirmed in writing by the Athomeswitzerland SARL. Renewals take place on the basis of availability. Alternative arrangements may apply in some cases. The client is aware of this and agrees that no rights whatsoever can be derived from a requested renewal. Renewals and options for renewals must be confirmed 15 days at the latest before the previously agreed check-out date. In the event of failure to do so, Athomeswitzerland SARL is entitled to cancel the renewal without notice.

**5.5** Options on a reservation or new reservation will remain in place for a maximum of 3 days, after which they will be deleted automatically without notice, unless they are confirmed in writing and converted into a finalised reservation.

### **6. Force majeure**

**6.1** Athomeswitzerland SARL is not obliged to meet any obligations to the client if it is prevented from doing so due to circumstances that cannot be attributed to it and are not at its expense according to the law, in connection with a legal act or according to generally accepted practice.

In these general terms and conditions – in addition to all that which the law and case law consider as such – "force majeure" is understood to be all circumstances, either foreseen or unforeseen, that are beyond the control of Athomeswitzerland SARL and under which Athomeswitzerland SARL is unable to meet its obligations. Such circumstances must be understood to include persons, services and/or institutions of which Athomeswitzerland SARL makes use for the benefit of the services provided.

Insofar as, at the time the force majeure arises, Athomeswitzerland SARL has already met some of its obligations or will be able to meet some of its obligations,

## SWITZERLAND

Athomeswitzerland SARL will be authorised to send a separate invoice for that part of the obligations that have been or are to be met. The client is obliged to pay this invoice as though it concerned a separate agreement or service provided.

If one of the parties is unable to meet any obligation under the agreement or service provided, it is obliged to inform the other party of this as soon as possible.

### **7. Deposit, payment and collection**

**7.1** Payments must be made within 30 days of the invoice date, though no later than on the commencement date of the agreement or the service provided, in a manner to be indicated by Athomeswitzerland SARL and in the invoiced currency, unless Athomeswitzerland SARL has indicated otherwise in writing. Athomeswitzerland SARL is authorised to send periodical invoices.

**7.2** The client will owe payment in respect of invoices – including but not limited to invoices regarding cancellations, no-shows or damage to the leased property – from the moment these are presented to him.

In the event that the client fails to pay in a timely manner, he will be in default without any notice of default being required. If the client is in default, he must compensate Athomeswitzerland SARL for all the costs involved in the collection, both legal and extrajudicial. In addition to that, a client in default will owe an amount in interest that is equal to the statutory interest.

**7.3** In the event that the client fails to make (interim) payments in a timely manner, Athomeswitzerland SARL will be authorised to terminate the agreement, or the services provided (prematurely).

**7.4** Athomeswitzerland SARL may at all times require the client to pay a deposit or a guarantee through credit card authorisation to the amount of no more than two months' rent, unless otherwise agreed in writing. Deposits or credit card guarantees will be duly recorded in the administration. No interest will apply to the outstanding amount of the deposit.

Athomeswitzerland SARL may recover the amount paid in accordance with the preceding paragraphs in respect of all that which the client should come to owe for whatever reason. The remainder must be returned to the client no later than 30 days after the leased property is returned.

### **8. Applicable (turnover) tax(es)**

**8.1** All services agreed upon and/or provided by Athomeswitzerland SARL are subject to the applicable statutory VAT. In addition, in certain cases, local taxes may be applicable, these include but are not limited to tourist tax.

**8.2** Applied and relevant taxes will be itemized on the invoice.

### **9. Indemnification**

The client indemnifies Athomeswitzerland SARL against any claims from third parties that suffer a loss in connection with the performance of the agreement or provision of services, the cause of which can be attributed to parties other than Athomeswitzerland SARL .

### **10. Data Protection**

Athomeswitzerland SARL processes personal details in connection with its services. These

## SWITZERLAND

details are processed with due observance of the GDPR.

Athomeswitzerland SARL respects the privacy of all its clients and users, and will ensure that the personal details provided to us are treated confidentially. We use personal details to provide offered service(s) as quickly and easily as possible. Athomeswitzerland SARL will not sell personal details to third parties, and will only make these available to third parties if this is essential to the provision of the offered service.

### **11. Applicable law and disputes**

All legal relationships to which Athomeswitzerland SARL is a party are solely governed by Swiss law, even if the legal relationship is partly or entirely implemented abroad, or a party to the legal relationship resides abroad.

The court in whose jurisdiction Athomeswitzerland SARL has its registered office has exclusive jurisdiction to hear all disputes, unless mandatory law provides otherwise. Nevertheless, Athomeswitzerland SARL will be authorised to submit the dispute to the court that has jurisdiction according to the law.

The parties will only turn to the court after they have made every effort to settle the dispute in mutual consultation.