

# **General Terms and Conditions applicable to Tenancy Agreements**

The General Terms and Conditions (GTC) regulate usage of furnished studios, rooms and apartments (hereinafter, the Rental Property) between the Tenant and the Landlord.

## **1. Subject matter of the Agreement**

Lake Lucerne Apartments AG (hereinafter, LAKE LUCERNE APARTMENTS) provides an online platform for the brokerage of various Rental Properties. It offers Rental Properties on behalf of various Landlords and also offers Tenants the opportunity to contact Landlords. LAKE LUCERNE APARTMENTS is not a party to the tenancy agreement. It shall not incur any liability for amounts due under the tenancy relationship, and no claims may be validly brought against it in this regard (e.g. rights relating to defects, challenge to notice of termination).

The tenancy agreement shall be concluded between the Tenant and the Landlord. The Landlord shall provide a Rental Property to the Tenant from the category specified in the agreement for the agreed rental period. The Rental Property may only be used by the persons agreed upon in the agreement. In the event of a switch to a different Rental Property, a new agreement shall be drawn up in accordance with new conditions.

The Tenant shall be entitled to use the equipment and machinery in the utility rooms, where available. The prices applicable to the usage thereof will be announced by the Landlord in the respective rooms or provided upon request. The Tenant must have consideration for other tenants when using them. In particular, there is no guarantee that the infrastructure will not already be in use or will not be unavailable due to servicing.

## **2. Infrastructure and services**

The infrastructure, services, equipment, furniture etc. offered are dependent upon the respective location and may differ between individual Rental Properties. Specific information can be obtained from the current applicable price list, which contains details of the infrastructure, services, equipment, furniture etc. offered.

If the tenancy agreement includes cleaning, the contents of cupboards, crockery, cutlery and cooking utensils etc. will not be cleaned for the duration of the stay. The Rental Property will only be cleaned if the areas have been cleared and are freely accessible.

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### **3. Rent, ancillary costs and the prices of other services**

#### **3.1. Price list**

The current version of the price list published by LAKE LUCERNE APARTMENTS shall be applicable, although any specific terms agreed upon individually in the tenancy agreement shall have priority.

#### **3.2. Rent and ancillary costs**

The rent payable in respect of usage of the Rental Property is as a general rule a gross price. If so agreed, it shall include incidental costs such as electricity, heating, water etc. as well as the costs for infrastructure and services (cf. section 2 and section 3.1).

#### **3.3. Multiple occupancy**

The price list set out in section 3.1. relates to individual occupancy of the apartment. CHF 100.00 per month will be invoiced for each additional occupant. The details of any additional fellow occupants must be submitted to the Landlord for approval before they move in.

### **4. Security deposit**

Unless agreed otherwise, the Tenant shall owe the following security deposit to the Landlord:

- For a fixed-term rental period of between 1 and 4 months: one month's rent
- For an open-ended rental period of more than 4 months: 3 months' rent or Swisscaution

The security deposit for open-ended tenancy agreements shall be lodged by the Landlord on an account at a Swiss bank held in the name of the Tenant. Swisscaution is also accepted for open-ended tenancy agreements.

For fixed-term tenancy relationships the security deposit shall be lodged with the Landlord and shall not accrue interest. The Tenant authorises the Landlord to offset the amounts outstanding under the tenancy agreement (e.g. outstanding payments, statement balances, amounts owed due to damage etc.) against the security deposit upon termination of the tenancy relationship. It is not permitted to offset claims arising during the term of ongoing tenancy relationships against it. The Landlord shall transfer the deposit within 4 weeks of the return of the Rental Property into an account held by the Tenant, provided that no further amounts are outstanding under the contractual relationship.

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## **5. Booking**

The booking shall be deemed to have been confirmed if the tenancy agreement is returned within 5 days of its issue and the agreed security deposit, the first month's rent and the costs of final cleaning have been paid into the account specified by the Landlord. The booking cannot be guaranteed if the signed tenancy agreement and the agreed payment are not received on time by the Landlord or into the Landlord's account within 5 days of signature of the tenancy agreement. In such an eventuality, a tenancy relationship shall only be established with the express approval of the Landlord.

## **6. Check-in / check-out**

Unless agreed otherwise with the Landlord, check-in to and check-out from the Rental Property is available as follows:

Check-in: Mondays to Fridays, 4:00 p.m. – 6:00 p.m.

Check-out: Mondays to Fridays, by 10:00 a.m.

If the Rental Property is not vacated on time, 1/20 of the short-term rental price (fixed-term price category) according to the current applicable price list shall be charged per day. The approval of the Landlord is required under all circumstances in the event of delayed return. A new tenancy agreement shall not thereby be established.

## **7. Entry / handover**

The Landlord shall hand the Rental Property over to the Tenant at the agreed time, provided that the security deposit, the cleaning costs and the first month's rent have been paid and credited to the Landlord's account. If the security deposit is covered via Swiss-caution, the original certificate must be presented to the Landlord prior to entry. The mere presentation of proof in the form of confirmation of payment by the Tenant does not fulfil the requirements for the handover of the Rental Property.

An inventory list and a handover report for the Rental Property shall be provided to the Tenant or lodged in the Rental Property at the start of the tenancy agreement. The Tenant has 48 hours in order to report any objections to the Landlord. Thereafter, the inventory list and the handover report shall become binding.

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The Tenant undertakes to comply with his/her duty to register with the Residents' Registration Office (or similar body) and to present a copy of the confirmation of residence promptly to the Landlord. In particular, the Tenant must register with the competent body within 14 days of the start of the tenancy if he/she is to remain for at least three consecutive months or for three months during any given year within the municipality in which the Rental Property is situated. Should the Tenant fail to comply with this obligation, the Landlord shall be entitled to charge any supplementary taxes and charges (e.g. special rate of VAT for the provision of accommodation services 3.8%, rate in 2024) as additional items over and above the agreed net rent according to the tenancy agreement.

The Landlord is obliged to comply with its statutory reporting and disclosure obligations in good time. The Tenant shall be deemed to have consented to the provision of his/her personal data (name, rental period, information concerning the Rental Property etc.) to the competent authorities.

## **8. Duration and termination of the agreement**

### **8.1. Definitions**

A **fixed-term tenancy agreement** is an agreement that ends upon expiry of the agreed term without any requirement for notice of termination (Article 255(2) of the Swiss Code of Obligations [OR]).

An **open-ended tenancy agreement** is any other agreement (Article 255(3) OR), and thus also any agreement with a minimum contractual term, provided that it does not end upon expiry of the agreed term.

### **8.2. Term of the agreement**

A fixed-term tenancy agreement shall be concluded between the Tenant and the Landlord for any rental period of up to 4 months.

An open-ended tenancy agreement shall be concluded for any rental period of 4 months or longer.

An agreement with a fixed term ends upon expiry of the agreed term without any requirement for notice of termination. The tenancy relationship may only be extended with the express approval of the Landlord, whereupon a new agreement shall be concluded. It is not possible to guarantee an extension.

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8.3. Withdrawal from the agreement prior to inception of a fixed-term tenancy agreement

The **Tenant** may only withdraw from a **fixed-term agreement** before the start of the tenancy in accordance with the following conditions. The Tenant must give notice of withdrawal in writing or by email.

The following charges shall be payable in the event of withdrawal from the agreement:

- 30% of the security deposit in accordance with section 4 up to 40 days before the start of the tenancy
- 50% of the security deposit in accordance with section 4 between 39 and 30 days before the start of the tenancy
- 80% of the security deposit in accordance with section 4 between 29 and 7 days before the start of the tenancy
- 100% of the security deposit in accordance with section 4 if 6 or fewer days before the start of the tenancy

The foregoing is without prejudice to any other damages claims available to the Landlord. In situations involving fixed-term agreements the Landlord shall be entitled to allocate the Tenant to alternative accommodation. Even in the event of allocation to alternative accommodation, the Tenant may only withdraw in accordance with the terms set forth above.

8.4. Notice of termination after the start of the tenancy

A **fixed-term tenancy agreement** ends upon expiry of the agreed term without any requirement for notice of termination (Article 266(1) OR). The tenancy relationship shall only be extended with the express approval of the Landlord and following the conclusion of a new tenancy agreement.

An **open-ended tenancy agreement** may be terminated by the Tenant in writing, or by the Landlord using the official form, subject to compliance with the agreed notice period and provided that the minimum contractual term has passed. Notice of termination shall be deemed to be valid if it is received by the other party or is ready for collection at a post office at the latest on the last day before the start of the notice period.

8.5. Termination of open-ended tenancy agreements during the minimum contractual term

Open-ended tenancy agreements have a minimum contractual term of 4 months. As the tenancy is established for a longer period of time, the rent is set at a lower level than it would be for fixed-term, i.e. short-term, tenancies.

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The Tenant may terminate an open-ended tenancy agreement during the minimum contractual term in accordance with the following conditions:

- The notice period is 30 days.
- Notice of termination may only be given with effect from the end of the month, on the first occasion at the end of the second month.
- Upon the intimation of notice of termination during the minimum contractual term, the tenancy relationship (whether relating to the rental of an apartment or of a parking space) shall be retrospectively transformed into a fixed-term tenancy relationship for the entire term. As a result, the higher rent according to the relevant applicable price list shall be retrospectively applied to this tenancy relationship shorter than 4 months for its entire term.
- The Tenant shall pay the difference in rent resulting from retrospective transformation into a fixed-term tenancy relationship along with the next rental payment.

If the Landlord gives notice of termination during the minimum contractual term on the basis of any of the extraordinary grounds for termination set out below, the Tenant shall pay the difference in rent resulting from retrospective transformation into a fixed-term tenancy relationship along with the next rental payment:

- Termination for good cause pursuant to Article 266g OR
- Termination due to non-payment by the Tenant pursuant to Article 257d OR
- Termination due to the bankruptcy of the Tenant pursuant to Article 266h OR
- Termination due to a breach of the duty of care and consideration pursuant to Article 257f OR)

#### 8.6. Official usage licences

If the licence for the usage of the Rental Property agreed upon between the parties is withdrawn or prohibited by the competent authority, the Landlord shall be entitled to terminate the tenancy agreement. If the agreed rental period cannot be maintained, the tenancy relationship shall end 7 days before the end of the deadline for reinstatement set by the authority. The Landlord shall not be under any obligation to pay compensation in respect of early termination.

## 9. Payment of the rent and other compensation

### 9.1. Payment of the rent and other compensation

The first month's rent along with any other payments agreed upon, the security deposit and the price for final cleaning must under all circumstances be paid before the Rental

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Property is handed over. If the security deposit is provided via Swisscaution, the original certificate must be presented.

The rent agreed upon under contract in future along with any additional services agreed upon must be paid unsolicited in advance by the first day of the respective month (see payment method). The total price for fixed-term tenancy agreements may also be paid in full in advance by bank transfer. In the event of non-payment, the Landlord shall be entitled to block access to the residential property until the amount due has been paid or to evict the Tenant and hold his/her personal effects in storage, for a fee, for a maximum of 30 days.

#### 9.2. Payment method

The rent, the security deposit and the costs of final cleaning as well as compensation for any other services shall be paid by bank transfer into the Landlord's account. The Landlord shall provide the Tenant with his/her account details.

The Landlord will be charged fees by Swiss Post in the event of payment at a post office counter. These charges will be passed on to the Tenant.

#### 9.3. Authorisation to charge a credit card for fixed-term tenancy relationships

Under a fixed-term tenancy relationship, in booking the Rental Property the Tenant undertakes to provide his/her credit card details to the Landlord and expressly acknowledges that any cancellation costs, payment arrears, damage and missing items in relation to the tenancy agreement may be charged to the credit card.

#### 9.4. Reminder fees

The Landlord is entitled to charge reminder fees.

### **10. Access rights**

The Tenant authorises the Landlord, or the employees of his/her property manager and the caretaker to access the Rental Property, even if he/she is not present, for the purpose of technical maintenance, rectifying defects etc., provided that prior notice is given by the Landlord. The Landlord, his/her property manager and the caretaker shall also have the right to show the Rental Property to any prospective tenants in the event that notice of termination is given, or if the tenancy relationship has a fixed term. Viewings shall be carried out during office hours on Mondays to Fridays (8:00 a.m. – 6:30 p.m.).

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## 11. Usage

The Tenant undertakes to treat the Rental Property provided to him/her, generally accessible areas as well as appliances, furniture and equipment etc. with the utmost care. Any special instructions affixed in common areas and to appliances (e.g. washing machine) must be followed. The Tenant undertakes to comply in particular with the following rules on usage:

- A strict prohibition on smoking applies throughout the entire property.
- Each Tenant shall have consideration for other residents. In particular, he/she shall comply with the rules prohibiting noisy activity during the night: noise from music systems, televisions, loud conversations etc. must be avoided between 10:00 p.m. and 8:00 a.m. or reduced to a moderate level that is not audible outside the room.
- If the building in which the Rental Property is situated contains a restaurant or bar, including any external seating, the Tenant shall tolerate any nuisances ordinarily associated with the operation of such a facility (smells, noise, public access etc.).
- No structural changes may be carried out on the Rental Property, and the Tenant is in particular not allowed to hang any pictures on the walls or to mount any privacy screens on the balconies.
- It is not permitted to keep pets without the written approval of the Landlord.
- The Tenant is not permitted to sublet the Rental Property or make it available to a third party.
- It is not permitted to carry on any type of business within the Rental Property.
- The Tenant is not permitted to store personal items in commonly accessible areas, such as e.g. kitchens, stairways, corridors, etc. Any items that are nonetheless deposited in such areas will be disposed of by the Landlord or authorised persons, such as cleaning staff, without prior notice and without any obligation to pay compensation.
- The Tenant is not permitted to dispose of waste of any type in sinks or toilet bowls. In particular, it is prohibited to dispose of wet wipes or hygiene products of any type in the toilet bowl. The Tenant shall bear any cleaning costs arising due to inappropriate disposal.
- Domestic waste shall be deposited at the designated locations (if available, in the labelled container) in sealed, chargeable bags that comply with official regulations. Glass, paper and other special waste shall be taken to the collection points designated by the municipality.

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- The Rental Property must be sufficiently ventilated also during cold periods of the year, i.e. up to 3 to 4 times each day by fully opened windows (full ventilation) for 5 to 6 minutes (maximum 10 minutes). A short period of cross ventilation (through draught) is particularly effective. Even in the event of rain or fog, the outside air is less damp than the air inside the residential property, and will under all circumstances remove humidity. The Tenant shall be liable should any damage, such as e.g. mould, be identified as a result of under-ventilation.

In the event of a breach by the Tenant of the duty of care or the other duties mentioned above, the Landlord shall be entitled to terminate the agreement without notice and to evict the Tenant and hold his/her personal effects in storage, for a fee, for a maximum of 30 days.

## **12. Liability and insurance**

The Tenant shall be liable to the Landlord for all losses arising on account of improper use or any use in excess of the agreed purpose and scope of use, and in particular in the event of a breach of the terms of section 11. He/she shall also bear liability for any damage/deterioration resulting from fault on his/her own part or by a visitor, as well as for wear and tear arising due to use in excess of the contractual use.

The Tenant and his/her personal effects will not be insured by the Landlord against risks associated with the provision of accommodation (e.g. accident, illness, theft, water and fire ). The Landlord shall in addition not incur any liability for damage to or theft of the Tenant's personal effects. The Landlord recommends that the Tenant take out accident, household contents and liability insurance, and store any valuables and cash in a safe.

In the event of an open-ended tenancy relationship the Tenant shall be obliged to take out household contents and liability insurance and to provide a copy of the policy to the Landlord within 14 days of the start of the tenancy.

## **13. Communication, post, internet**

The infrastructure offered is indicated in the relevant applicable price list for the Rental Property. The Landlord shall provide the Tenant with communications infrastructure such as television and radio and WLAN high-speed internet according to the agreed infrastructure and shall cover the associated costs. As soon as the Tenant has registered in the municipal residents' register, he/she shall be obliged to pay the statutory radio and television licence fees.

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The Landlord is not obliged to provide the Tenant with a letterbox. The current applicable price list states whether a letterbox is provided. The Landlord shall not incur any liability for missing post.

The Tenant is individually responsible for protecting his/her equipment against damage associated with usage of the internet and for preventing spam or viruses from being sent over any network operated by the Landlord. The Landlord shall not incur liability for any losses resulting from usage of the internet. The Landlord is obliged to log individual activities and reserves the right to block usage of the internet for individual tenants. Further provisions applicable to usage will be displayed to and agreed upon with the Tenant upon logging in.

The internal and external entrance area to the property, as well as corridors, may be monitored with video cameras in order to protect the Tenant and to prevent damage to property. The Landlord shall protect the footage against processing by unauthorised third parties and shall only share it in accordance with a police instruction or a court order. The footage shall be deleted as soon as it is no longer required (as a general rule, within 24 to 72 hours).

#### **14. Rectification of defects**

The Tenant shall inform the Landlord without undue delay concerning any defects affecting the Rental Property that he/she is unable to rectify readily himself/herself. In the event of any emergency involving building systems, the Landlord must be contacted outside office hours using the contact information provided. If the Landlord cannot be contacted, the Tenant must leave a voice message. Repairs shall be carried out by the Landlord within a timescale commensurate with the urgency, and normally from Monday to Friday between 8 a.m. and 6 p.m.. In the event of any special callouts, repairs, orders of replacement items etc. occasioned by the Tenant (e.g. due to lost keys/badges, replacement of missing and/or damaged inventory and furniture), the Landlord will charge a processing fee of CHF 120.00 per hour in addition to the repair costs.

If the Tenant has locked himself/herself out of his/her own Rental Property, a lump-sum fee of CHF 100.00 will be charged during office hours, or CHF 200.00 outside office hours, in order to open the room door.

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## **15. Return of the Rental Property and final cleaning**

The Tenant shall hand over the Rental Property in an orderly condition. Orderly condition means in particular that crockery, cutlery, pans and electronic domestic appliances must be cleaned prior to return. Any damage must be reported to the Landlord at the latest upon check-out.

The anticipated cleaning costs shall be paid by the Tenant before the start of the tenancy. If the condition of the Rental Property requires cleaning of inordinate duration, the excess time shall be charged for accordingly.

## **16. Applicable law and place of jurisdiction**

This Tenancy Agreement shall be governed by Swiss law. Unless the GTC or the contractual agreements concluded between the parties specify otherwise, the provisions of the Swiss Code of Obligations shall apply. The place of jurisdiction shall be determined in accordance with mandatory statutory provisions.

This Tenancy Agreement has been drafted in the German language. In the event that it is translated into any other language, the German version alone shall be authentic in the event of any discrepancy between the respective versions in different languages.

## **17. Amendment of the GTC**

The Landlord reserves the right to amend the content of the GTC. The amendments shall be communicated to the Tenant in an appropriate manner and shall be deemed to have been approved unless they are objected to within 30 days.

11 March 2025

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