

1. Introduction:

Homenhancement SA (hereunder called the Company) is a company providing furnished apartments from Owners for rental.

2. Key Terms Definition:

The terms defined bellow have the following meanings:

Owner:

The person(s) who own(s) the Object offered for rental.

Tenant:

The person who pays the rent to the Company in exchange of the use of the Premise for a period of time.

Company:

Homenhancement SA, and any person authorized to represent it.

Premise:

Property offered for rental by the Company.

Tenancy Agreement:

A written agreement specifying the terms of the rental.

Inventory of Fixtures:

A document describing what is present in the apartment and the state of the fixtures at the check-in. It will be used for reference at the check-out to define if there are any damage.

Reservation Request:

The action of fulfilling and validating the reservation form on the company's website.

3. Application:

These General Conditions apply to all Reservations.

The Company is allowed to change these General Conditions at any

time, within the limits of the law.

If any change of these General Conditions occurs the General Conditions at the time of the Reservation apply.

4. Reservation

The Reservation is validated only after payment of the Reservation Guarantee and the first month rent, special arrangements can be concluded with the Company.

5. Acceptance of General Conditions:

By clicking on “I accept the General Conditions on the website” or by signing the Tenancy Agreement, the Tenant confirms that she/he has read and understood these General Conditions and agrees without reservation to abide by them.

6. Cancellation:

Before the start of the Tenancy Agreement:

If the Tenant cancels his Reservation before the start of the Tenancy Agreement, he will be subject to the payment of one month rent. The Company can use the Reservation Guarantee to cover such cancellations.

Cancellation during the Agreement:

It is not possible to cancel a reservation after the Check-In, the entire amount is due.

7. Extension right:

There is no extension right concerning the Tenancy Agreement.

8. Company's position:

The Tenancy Agreement is concluded between the Tenant and the Owner.

The Company will not play any role other than that of the Owner's representative.

The Company accepts no responsibility towards the Tenant concerning the fulfillment or acceptance of the Tenancy Agreement.

In the event of a dispute between the parties, the Company will not be party in any way.

9. The Object:

The number of people allowed to stay overnight is stated in the Tenancy Agreement.

The object can be used only for housing purpose.

Children and animals stay must be specifically requested to the Company, otherwise they are not allowed.

10. Subletting:

Subletting is prohibited.

11. Termination of the Tenancy Agreement:

The Tenancy Agreement can be terminated without notice by the Owner if the Tenant doesn't pay his rent, use the Premise for any other purposes than the usage defined in the rental agreement or doesn't respect article 10.

12. Consequences of Tenancy Agreement Termination:

The Termination of the Tenancy Agreement can follow by an eviction of the Tenant, without prior notice. In case of eviction, the rent for the entire period of the Tenancy Agreement will be due.

If the Tenant doesn't pay his due rent, the Reservation Guarantee will be used for this purpose.

13. Rent:

The first month rent and the Reservation Guarantee must be paid before the start of the reservation. A letter of Guarantee from a company can serve as a Reservation Guarantee if agreed by the Company.

Then the missing month(s) must be paid as specified in the contract.

In the case of non-reception of the payment the Company will send a payment reminder, after this reminder sent, the Tenant has 5 days to pay.

If this period of 5 days is realized without the reception of the Rent by the Company, the Tenancy Agreement will be terminated and clause 12 will apply.

14. Reservation Guarantee:

Before the Check-In, the Tenant must pay an amount equivalent to a minimum of one month rent to cover any damage to the Object. The amount will also be here to cover a non-payment of the rent or a cancellation of the Reservation.

Subject to the Inventory of Fixtures and confirmation that no damage attributable to the Tenant has been observed the Reservation Guarantee will be returned to the Tenant within 15 days after the end of the Tenancy Agreement.

In case of default attributable to the Tenant, the Owner shall be entitled to introduce a claim by the competent Court. The deposit will be blocked during the claim.

In such case, the Company accepts no responsibilities regarding the deposit.

15. Check-In and Check-Out:

The Tenant will inform the Company of his arrival and departure time at least one full working day before. The Tenant must check-out between 8-10am. The Tenant can check-in between 2pm-6:30pm, exception can be made by written convention between the Company and the Tenant. If the Tenant doesn't communicate us his departure time on due time we will consider 8 am as the meeting time for the inventory. During busy periods the manager of your property can't always accommodate all the desired check-out times. Therefore, he will function on a first come first serve basis.

If a Tenant decides not to be present, the property manager will do the inventory by himself. The inventory will be considered as definitive even without the signature of the Tenant.

16. Inventory and damage:

The Tenant accepts the Object as is at the moment of the inventory of fixtures. If the Tenant observes some irregularities he has 3 days to inform the Company of his observations.

If any damage occurs, the Tenant must inform the Company as fast as possible.

In the event that a fault arises during the Tenancy Agreement, the Tenant is accountable for the damage resulting from this fault.

The Tenant or any third party authorized by him to access the object is accountable for any damage caused to the Object, its furniture or accessories.

17. Consumption:

For water and electricity consumption, we expect from the tenant a usual and average consumption. An excessive consumption will be charged, based on the difference with an average consumption from an apartment of the same size.

18. Cleaning

The exit cleaning fees are here to allow the Company to bring the apartment back to a perfect state of cleanness, it is in not a cleaning supposed to replace the maintenance of the apartment during the stay.

Therefore, we consider as normal cleaning after the check-out that is included in the exit cleaning:

- 3 hours for a studio, the price charged is 120.- Incl. Taxes
- 5 hours for a one bedroom apartment, the price charged is 200.- Incl. Taxes
- 7.5 hours for a 2 bedroom apartment. the price charged is 300.- Incl. Taxes
- 10 hours for a 3 bedroom apartment, the price charged is 400.- Incl. Taxes

If there is more than an hour difference with this schedule, the tenant will be charged the difference.

19. Civil Liability:

The Tenant is responsible for obtaining an Swiss valid civil liability insurance policy, this can be done through our partner's network or directly by yourself.

20. Visit and intervention requests:

Prior to a 24 hours notice from the Company, the Tenant accepts that the Company may occasionally visit the Object with potential customers. The visit will always be done with an employee of the Company.

He also accepts that an employee of the Company enters the Object as soon as required after a request of technical intervention.

21. Billag, TV tax, the Company will not participate to this tax.

22. Bed Bugs or other animals

Any tenant bringing bed bugs or other animals into our apartments will be responsible to the cost related to clean them out of the apartment, this can be quite costly due to the repetitive interventions required and will be deduced of the deposit in case of dispute.

23. Smoking

Smoking is prohibited in all apartments; the Company will charge any damage due to the smoke. These costs can rise quickly if the painting or furniture are concerned.

24. December rentals

Any reservation covering nights in December has to cover the full month of December. A Tenancy Agreement needs to be finished either before or after December.

25. Proof of communications:

All electronic correspondences that take place between the Tenant and the Company will be regarded no less valid as a form of proof than a paper document.

26. Jurisdiction and language version:

In case of dispute between the parties the competent Court of Jurisdiction will be in Geneva.

The English version of the General Conditions is legally valid.