

## **Homenhancement SA's General Terms and Conditions**

### *Preamble*

The General Conditions and the Tenancy Agreement constitutes the general clause of the lease agreement concluded by Homenhancement SA (below "**the Company**") as a representative of the "Lessor" and the "Tenant".

The client accepts the General Conditions by signing the Tenancy Agreement.

Once the Tenancy Agreement is signed, this The Client confirms that he has read and understood these General Conditions and agrees without reservation to abide by them.

### **1. Definitions**

In these General Conditions, the following capitalized words and expressions have the meaning hereby assigned to them unless specified otherwise.

#### **Lessor:**

The owner or company represented by Homenhancement to rent his premises.

#### **Tenant or Client:**

The person or legal entity that concludes a Tenancy Agreement with the Lessor.

#### **Booking Platforms:**

Platforms that link a company with a Client, as a representative.

#### **Company:**

Homenhancement SA is a *société anonyme* registered under local and Swiss authorities. Reference number is CHE-333.546.603.

#### **Premises:**

The apartments proposed for rental by the Company, including furniture and utilities.

#### **Tenancy Agreement:**

The written agreement specifying the terms of the lease entered by the Client and the Lessor.

A signed agreement can also be concluded with an agency or through a booking platform with a booking confirmation.

## **Inventory of Fixtures:**

The written document listing what is present in the apartment and the state of the fixtures at the check-in.

This document is used as a reference at the check-out to determine if the Premises have suffered any damage.

## **2. General clause**

The Company manages furnished apartments on behalf of the Lessors for rental to the Clients. For certain apartments Homenhancement can also be the Lessor.

## **3. Scope of application**

3.1 These General Conditions apply to all Tenancy agreements.

3.2 The Company is allowed to change the general conditions at any time, subjected to the mandatory provisions of the law.

3.3 In case of change, the General Conditions enforced at the time of the Reservation Request will be the only one applicable to the Client.

## **4. Payment**

4.1 Before Check-in, the first month's invoice and the additional fees must be paid to the Company accounts, this sum must have reached the company's account before entering the apartment. This is exempted for bookings concluded through Booking Platforms where their payment conditions apply.

4.2 Special arrangements can be concluded with the Company, at the Company's sole discretion.

4.3 The upcoming invoices are sent out one week before the end of the month for the next month. We ask that the tenants proceed to payment before the end of the month. Reminder fees of 50 CHF may apply if delayed.

4.4 If the Client decides to pay by bank transfer, the bank fees are to be considered by the Client.

4.5 If the Client pays via a foreign bank, the Company may incur banking fees applied by its own bank even if the Client chooses the option "costs to be borne by the instructing party". These fees will be invoiced to the Tenant, to reduce such fees the best solution is to use swiss payment institutions.

## **5. Cancellation**

5.1 After the conclusion of the Tenancy Agreement, the entire amount agreed under the contract is due even in the event of cancellation.

5.2 If the tenant decides to vacate his apartment before the end of his lease, it is the tenant's responsibility to find a new solvent tenant to take over the lease. If not, the tenant will have to pay the full amount.

## **6. Extension right**

6.1 An extension is not guaranteed at the end of a lease as stated in the Tenancy Agreement

6.2 Special arrangements can be concluded at the Company's sole discretion.

## **7. Company's status**

7.1 The Tenancy Agreement is entered into by the Tenant and the Lessor.

7.2 The Company's only role is as the Lessor's representative.

7.3 The Company will not incur any liability towards the Tenant for the acceptance or fulfillment of the Tenancy Agreement.

7.4 In the event of a dispute between the Tenant and the Lessor, the Company will not be party to the proceedings.

7.5 In the case that the Company is also the Lessor, the present clause does not apply.

## **8. The Premises**

8.1 The number of people allowed to live in the Premises is stated in the Tenancy Agreement.

8.2 The Premises may only be used for residential purposes. Any other usage must be requested by written notice to the Company.

8.3 Animals are not allowed in the premises unless they are authorized. A request must be made in writing or by email to the company. A pet fee of CHF 250.- is obligatory per pet no matter the length of stay.

## **9. Subletting**

Subletting is prohibited. If the tenant is caught subletting the apartment, legal action will be taken towards the Tenant by the Lessor.

## **10. Tenancy Agreement Termination**

The Tenancy Agreement can be terminated without notice by the Lessor for the following points.

- If the Tenant does not pay his rent.
- Use of the Premises for purposes other than the one specified under clause 8 of the General Conditions.
- If clause 9 is not respected.

## **11. Consequences of Tenancy Agreement termination**

11.1 In the event of termination of the Tenancy Agreement, the Tenant may be evicted without prior notice.

11.2 In case of eviction, the rent for the entire period of the Tenancy Agreement will be due.

## **12. Deposit**

Lease Agreement Security (letter of guarantee or certificate)

Before the Tenant's check-in, the Tenant must provide a letter of guarantee from his bank or a certificate from an insurance company that offers a rental guarantee without bank deposit for individuals (e.g. Gocaution). The amount must be equivalent to at least one month's rent, but no more than three months' rent, determined at the discretion of the Company.

The security deposit will be held by the bank or the insurance company to cover the cost of any damage to the Premises, as well as unpaid rents, administrative costs incurred by the Company, banking costs or costs related to a cancellation. Subject to the Inventory of Fixtures and confirmation that the Premises have not suffered any damage attributable to the Tenant. If nothing is to be declared, the company will release the letter with a signature at the end of the tenant's stay so that the bank can unblock the deposit.

In case of damage attributable to the Tenant, the Lessor shall be entitled to introduce a claim in front of the competent Court. The deposit will be blocked during the proceedings. In such case, the Company will bear no responsibility for the security deposit.

## **14. Check-in and check-out**

14.1 Check-in is available from 2 pm. The tenant will receive the arrival information a few days before his arrival at the apartment. Exceptions can be made with a written agreement between the Company and the Tenant.

14.2 Check-out time is done at 10am. Exceptions can be made with a written agreement between the Company and the Tenant.

## **15. Inventory of Fixtures and damages**

15.1 The Tenant accepts the Premises as they are at the time of the Inventory of Fixtures. The common equipment list described in the FAQ describes all elements that are present. The Company does not provide further items on the Tenant's request.

15.2 If the Tenant notices any defects that were not recorded in the Inventory of Fixtures, he must inform the Company.

15.3 If any damage occurs during the Tenancy Agreement, the Tenant must inform the Company as soon as possible. The Tenant is held liable for damages attributable to his fault.

15.4 The Tenant is also accountable for any damage caused to the Premises by any third party authorized by him to access the Premises.

15.5 Upon departure of the client, if the Company must discard any belongings left behind or extra furniture from the client. The Company will invoice CHF 60 per hour of work.

15.6 If the tenant loses an electronic badges or keys, an invoice will be sent to the client stating the cost for each lost item. This cost can add up to a hefty amount as Switzerland have expensive and unique locks. Some secured locks have restricted numbers of keys, and a change of the lock is required.

## **16. Water and electricity consumption**

16.1 It is expected that the Tenant's water and electricity consumption meet the average daily consumption.

16.2 Unusually high consumption will be charged to the Tenant. Excessive consumption will be calculated based on the average consumption for an apartment of the same size.

## 17. Cleaning

17.1 The final cleaning is carried out after the tenant's departure. In the case the final cleaning requires more time and special cleaning due to a lack of care on the part of the Tenant's part, the Company will notify the previous tenant and an invoice will be sent.

17.2 The following fees are obligatory concerning final cleaning and applied according to the number of bedrooms in the apartment:

For Switzerland

- Studio: CHF 160.- incl. taxes
- One bedroom apartment: CHF 250.- incl. taxes
- Two-bedroom apartment: CHF 350.- inc. taxes
- Three-bedroom apartment: CHF 450.- incl. taxes
- Four-bedroom apartment: CHF 550.- incl. taxes

For Bruxelles

- One bedroom apartment: 120 euros incl. taxes
- Two-bedroom apartment: 180 euros inc. taxes

## 18. Civil Liability

18.1 The Tenant is responsible for obtaining a Swiss civil liability insurance policy valid at least for the entire length of the stay in the Company's Premises.

18.2 This insurance can be obtained either directly with the Company (insurance service) or by the Tenant himself with a Swiss insurer. The insurance policy must be presented to the Company before the contract is sent out to the Tenant for signature.

18.3 The insurance provided by the Company is structured to cover only major damages exceeding the amount of the security deposit. Minor damages will be covered by the deposit, the corresponding amount will be invoice or deducted immediately after the check-out.

## 19. Visit and intervention requests

19.1 The Tenant accepts that the Company may occasionally visit the Premises with potential Clients, subjected to a notice given at least 24 hours in advance. A visit will always take place in the presence of an employee of the Company.

19.2 The Tenant also agrees that an employee of the Company may enter the Premises without prior notice if this is required by a technical intervention.

## **20. TV and other taxes (Serafe, ECA)**

The Company does not participate to this tax. This fee is paid by the Tenant as this is a personal tax.

## **21. Bed Bugs and other animals**

Any Tenant unwearingly bringing bed bugs or other animals into our Premises will be responsible for the costs related to cleaning. Please note that this operation can be quite costly due to the repetitive interventions required.

## **22. Smoking**

**Smoking and vaping are strictly prohibited inside all Premises.**

In the case that the tenant is caught smoking, vaping or if there are evidence (burns, cigarette butts, odor, etc.) of smoking, a **penalty of CHF 400.-** and additional costs will be invoiced to cover cleaning and other repairs.

## **23. Payment methods**

23.1 For online payments via our website, please note that our payment platform charges a 3.55% fee.

23.2 For cash payments directly at our office, please note that a CHF 50 administrative fee will be charged.

## **24. Communications**

Any communication between the Tenant and the Company can be made by email or phone message.

## **25. Interpretation**

For ease of reading, only the masculine gender has been used in the present General Conditions. This includes both the male and female gender; singular includes the plural.

## **26. Severance clause**

If a clause in these General Conditions, or in the Tenancy Agreement is deemed by any competent authority to be null and void, the other clauses of this General Conditions, or of the Tenancy Agreement, will continue to have effect.

## **27. Jurisdiction and applicable law**

In case of dispute arising under or in connection with the present General Conditions or the Tenancy Agreement, Geneva Courts shall have exclusive jurisdiction.

These General Conditions, and any dispute that may arise under or in connection with them, shall be governed by and construed in accordance with Swiss law.

Last updated on the 30<sup>th</sup> of December 2022.