

# Homenhancement General Conditions

## *Preamble*

These General Conditions, together with the Tenancy Agreement they supplement, constitute the general clauses of the lease agreement entered into by Homenhancement SA (hereinafter "**the Company**") as representative of the Lessor and the Client.

The Client accepted them by clicking on "I accept the General Conditions on the website" or by signing the Tenancy Agreement.

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 shall have the meaning hereby assigned to them except otherwise specified.

### **Lessor:**

The Person or Company who rents out the Premises offered for rental, it happens that Homenhancement is the Lessor.

### **Tenant or Client:**

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

### **Booking Platforms:**

Platforms that link the Company with a Client as intermediate.

**Company:**

Homenhancement SA, a *société anonyme* registered under Swiss law with reference number CHE-333.546.603, and any person authorized to represent it.

**Premises:**

The apartments offered for rental by the Company, as well as its furnishing and accessories.

**Tenancy Agreement:**

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

Either it is signed with the agency or concluded through a platform and will be under the form of a booking confirmation.

**Inventory of Fixtures:**

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

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

## *2. General clause*

The Company provides furnished apartments from Lessors for rental to the Clients

## *3. Scope of application*

These General Conditions apply to all Tenancy agreements.

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

In the event of a change, the General Conditions in force at the time of the Reservation Request shall be the only ones applicable to the Client.

## *4. Payment*

To be able to proceed with a Check-in, the deposit and the first month invoice must have reached the Company accounts, excepted for bookings concluded through Booking Platforms where their payment conditions apply.

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

Each monthly invoice has to reach our accounts latest the 1<sup>st</sup> of each month, recall fees of 50 CHF may apply if delayed.

If the Client decides to pay by bank transfer, the bank charges are to be borne by the Client.

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 charged to the Tenant and will be deducted from the security deposit at the time of the check-out. To reduce such fees the best solution is to use swiss payment institutions.

## *5. Cancellation*

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

## *6. Extension right*

There is no right to extend the duration of the Tenancy Agreement.

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

## *7. Company's status*

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

The Company has no role except as the Lessor's representative.

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

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

In the event that the Company is also the Lessor, the present clause doesn't apply.

### *8. The Premises*

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

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

Children under the age of 2 and animals are not allowed unless they have been expressly authorized. A request to this effect must be made in writing or by email to the company.

### *9. Subletting*

Subletting is prohibited.

### *10. Termination of the Tenancy Agreement*

Tenancy Agreements can be terminated without notice by the Lessor if the Tenant does not pay his rent, use the Premises for purposes other than the one specified under clause 8 of these General Conditions, or if he doesn't respect prohibition stated in clause 9.

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

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

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

### *12. Rent Payment*

The first rent and services invoice and the deposit must be paid before the Check-in.

Following months, the payment has to reach the Company accounts the first day of the month at the latest.

In case of non-receipt of payment, the Company will send the Client a first reminder. The Client is required to pay the amount due within 5 days of receipt of the reminder.

If this 5-day period elapses without the Company receiving the payment of the rent, the Tenancy Agreement will be immediately terminated and clause 11 shall apply.

## 13. Deposit

### *Deposit Insurance*

The Company offers a deposit insurance at the price of 250 CHF. This insurance will cover any damage to the Premises. It is a fixed fee and will not be reimbursed at the end of the Tenant's stay. This insurance prevents the tenant from holding a security 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 hold 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 deblock 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

The Tenant will inform the Company of his arrival and departure time at least one full working day in advance.

Check-out will be carried out between 8am and 10am. The Tenant can checkin between 4pm and 6:30pm. Exceptions can be made by written agreement between the Company and the Tenant.

If the Tenant doesn't communicate his departure time to the Company on due time, 8am will be considered as the meeting time to proceed with the inventory of fixtures.

Please be aware that in busy times the Company's representatives are not always able to meet the desired check-out times. They will therefore schedule appointments on a first-come, first-served basis.

If a Tenant decides not to be present, the Company representatives in charge of the Premises will do the inventory by himself. The inventory will be considered as definitive even without the signature of the Tenant.

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

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 have to be present. The Company does not provide further items on the Tenant request.

If the Tenant notices any defects that were not recorded in the Inventory of Fixtures, he shall inform the Company within three days of becoming aware of the defect.



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.

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

If some furniture are not as they were at the check-in or we have to pack belongings of the Client or to do any work on the behalf of the Client we will charge 60 CHF taxes excl. per hour of work of our team or representative.

If the tenant loses an electronic badge it will cost him 150 CHF taxes excl. per piece.

If the tenant loses other keys it will cost the price of the key or lock change + 10% admin. fees, thus for a minimum of 50 CHF. Switzerland has some very expensive locks it may be very costly to replace keys or locks. Sometimes secured locks have restricted numbers of keys and if we lose a key we have to change the lock.

## *16. Water and electricity consumption*

It is expected that the Tenant's water and electricity consumption will be in line with the average.

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

## *17. Cleaning*

The final cleaning fees are supposed to cover the costs of normal cleaning. Final cleaning is not supposed to be an extraordinary operation intended to remedy a serious lack of care on the part of the Tenant.

The followings are to be considered the normal cleaning hours required after a check-out, respectively, the applied fee:

- 3 hours for a studio, the price charged being 160.- Incl. Taxes
- 5 hours for a one-bedroom apartment, the price charged being 250.- Incl. Taxes
- 7.5 hours for a 2-bedroom apartment. the price charged being 350.- Incl. Taxes
- 10 hours for a 3-bedroom apartment, the price charged being 450.- Incl. Taxes

If the final cleaning requires more hours than foreseen above, the Tenant will be charged the difference at the price of 45CHF per hour plus taxes.

### *18. Civil Liability*

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.

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

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 being deducted immediately after the check-out.

## *19. Visit and intervention requests*

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

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 tax*

The Company does not participate to this tax. It has to be paid by the Tenant. It is a personal Tax.

## *21. Bed Bugs and other animals*

Any Tenant inadvertently bringing bed bugs or other animals into our Premises will be responsible for the costs related to clean them out of the Premises. Please note that this operation can be quite costly due to the repetitive interventions required. The related cost will be covered by the security deposit in case of dispute.

## *22. Smoking*

Smoking is prohibited in all Premises.

The Company will charge to the Tenant any damage due to smoking. Please note that related costs can increase rapidly if the intervention of a painter is necessary or if furniture needs to be replaced. These costs will be covered by the security deposit in case of dispute.

### *23. Payments methods*

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

For cash payments, please note that a CHF 50 administrative fee will be charged.

### *24. Communications*

Any communication between the Tenant and the Company can be validly 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 of these General Conditions, or of 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.

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