

Terms and Conditions

1. General

Terms and Conditions are applied on tenancy between tenant and Adesso Real Estate GmbH, landlord, represented by thomasgraf ag, property management.

2. Rental agreement

2.1. Rental period Notice period

Start on 1st and 16th of any month possible
Maximum term 1 month, minimum rent 1 month

Type rental agreement

a) Fixed-term No notice required; ends on expiration of rental agreement

b) Open-ended 30 days' notice in advance required: except December 31st

2.2. Deposit

A deposit of 2 rents must be paid within 5 days after reservation, otherwise the reservation will be cancelled.

2.3. Payment of rent

Rent is to be paid in advance before the 1st of the respective month.

2.4. Payment

Online banking or credit cards such as Mastercard and VISA will be accepted from an amount of CHF 100.00.

2.5. Delayed payment

Reminder period is set in case of late payment. Additional legal action remains reserved. With the reminder, the tenant can be threatened if the payment request is not fulfilled, the tenancy will be terminated within a period of 30 days to the following month (end of month) (Art. 257d OR). For each reminder a processing fee of CHF 50.00 is due.

2.6. Bank transfer fee

Every charge in connection with bank transfer from and/or to the tenant will be charged to the tenant at 100%.

2.7. Cancellation of a rental agreement before rental start

The following charges will apply, should a signed rental agreement be cancelled before the rental start:

Cancellation up to one month before rental start:
CHF 500.00

Cancellation 1-3 months before rental start:
CHF 250.00

Cancellation 3 months or more before rental start:
CHF 100.00

Rental agreements will be cancelled, if they are not signed and returned to Adesso Real Estate GmbH within 15 days after receipt.

2.8. Premature termination of rental agreement

Should a tenant wish to cancel rental agreement without respecting period of notice according to agreement or before the expiry date, the following conditions will apply: Tenant is responsible and liable for fulfilment of contractual obligations until resign date or expiry date of agreement. Tenant indicates new tenant for the whole rental period. In this case tenant has to pay CHF 150.00 processing cost.

Not respecting House rules has a warning as result. In case of severe violation of House rules Landlord/agency can terminate the agreement at any time and without notice.

In case where landlord/agency terminates the agreement without notice, tenant will be liable for the loss of rental income until a new tenant is found or until the termination date according rental agreement.

3. Transfer of rented property

3.1. Use of rented property

The apartment is only and exclusively for renting use and may not be used for commercial purposes.

3.2. Landlord

Landlord commits to letting the premises to tenant in a proper state for use according to rental agreement. At the handing over of premises a report will be established, signed by both parties, one copy for every party. Damages discovered only later can be reported within the 10 days after handing over of premises. In lack of such a report tenant is free to establish one within the 10 days and send it to renting agency. In case of damages reported afterwards or a single established report is not declined by landlord, it is meant to be acknowledged.

3.3. Check-in

The apartment is ready for tenant at 2pm on the first day of tenancy.

Check-in has to be done till 5pm on weekdays. On a weekend or public holiday it can be done for an extra charge or it is postponed to the next weekday.

3.4. Use of premises or apartment

- a) Tenant is liable for proper use of premises at any times, keep it clean and protect it from damages. The rented apartment may only be used according to rental agreement. House Rules as an integral part of rental agreement must be respected.
 - b) Sublease, Pets
 - Need a written approval of landlord/renting agency.
 - Sublease
 - Approval may only be refused, if
 - Tenant refuses to inform about conditions of sublease,
 - Conditions of sublease are abusive compared to the main tenant
 - Severe disadvantage for landlord/agency result
- Tenant is liable and responsible for the proper use of sublease tenant.

- Permanent stay of adults not belonging to family. Stay of a person concubinage is allowed, if tenant shows personal data of concubinage partner which is willing to enter into tenancy.
- Having pets

Cession of rental agreement is excluded

- c) **Marriage of tenant**
Landlord/agency is to be informed of marriage of tenant. Tenant is hold liable for damages to landlord/agency if he does not inform. Spouse is allowed to enter into current rental agreement and has to inform landlord/agency.

3.5. **Cleaning**

According to rental agreement premises are cleaned twice or four times a month between 9am und 4pm. Exceptions are to be defined under special terms of the agreement. Cleaning service of one hour contains surfaces of apartment, kitchen, bathroom and fresh bedclothes. Garbage bags will not be disposed by cleaning staff. Private belongings are not cleaned up. Three hours of final cleaning of the apartment is included in the rent. Cleaning of extra strong dirt will be charged to tenant. At the last month of tenancy or in case of monthly tenancy the second or fourth cleaning is final cleaning at the same time.

3.6. **Equipment**

Tenant is liable for using the equipment and handle it with care. He is held responsible for any damages.

3.7. **Private devices**

No additional devices such as washers or cookers who need a water supply may be installed without landlord permission.

4. **Construction work by landlord/agency**

- a) In case of construction work with result of increase of rent landlord has to inform tenant in time to leave him 30 days of consideration and the chance to resign the contract.
- b) In case of construction work, new installation and renovations with no result of an increase of rent, landlord is allowed to undertake it during the term of lease. They are to be notified to tenant 30 days prior at the latest. If renting place is reduced in use, landlord has to make amends to tenant.
- c) Repair work can be done at all times.
- d) Tenant who does not leave his place available for repair work, renovations or warranty work at apartment, are made liable for consequences.
5. **Construction work by tenant**
- a) Any construction work at apartment is only allowed with approval of landlord. It is to be determined how to deal with it at end of tenancy – make amends or remove investments.
- b) In lack of approval of landlord, he can ask for restoration of the place. If not, tenant has no claim of compensation.
- c) If there is no consent about reconstruction or compensation, or in case in which construction work by tenant cannot be removed without decrease of value, representing a significant increase of value, tenant is to be compensated properly.

6. **Maintenance and repair**

Tenant is not allowed to undertake changes at apartment. In case of urgent repair he has to contact landlord. If not available and with bigger damage, tenant has to react in all conscience.

- a) Required cleaning and repairing for common use of apartment is in duty of tenant to make or have it done professionally at his own cost. (Art. 259 OR). And this is for all damages showing during tenancy, independant of whether caused by tenant.
- b) If tenant uses ventilation, dishwasher or tumble dryer for only use, he is liable for service costs.
- c) All minor repair according to lit. b) as follows, independent of any price/invoice amount, especially
- Door locks, door handles, cupboard locks and other locks
 - switches, plugs and fuses
 - bulbs, neon tubes, phone, television or radio access
 - straps, ropes, handle of blinds and jalousies
 - replacement of joints and gaskets or other sanitary armatures and simple repair at toilet tanks
 - Glass panes, cracked panes are to be replaced at the end of tenancy at the latest.
 - Shower hoses and water closet and also sanitary facilities.
 - drain and siphons up to main line (cleaning and discharging).
- d) Boilers are to be decalcified, after 5 years of the last service; or tenant pays his share per year of his tenant agreement.
- e) Maintenance of washing machines, tumble dryers are at charges of tenant, whether they use it or not. Repairs prolonging endurance of equipment are paid by landlord.
- f) Minor maintenance are furthermore repairs up to CHF 150.00.
- g) Tenant is not allowed to order repairs at landlords charges. Art. 259b, OR is reserved. No own repair by tenant are allowed without permission of landlord.
- h) Damages are to be reported immediately to landlord. Consequences of not reporting will be at charge of tenant.
7. **Right of visiting premises**
Landlord reserves his right to get access to premises in presence of tenant for reasons of supervising. Without permission of tenant he is not authorised to have a key. With a resigned contract tenant is liable to make premises accessible for interested people to rent. This is also applicable in case of a sale of the property Tenants interest have to be considered. Appointments are to be taken between landlord and tenant. Usually it is on weekdays between 1pm and 7pm, on Saturday 10am to 12 am.
8. **Restitution of rented premises**
- a) The parties have to make an appointment for restitution.

- b) Restitution of apartment is by 10am on the last day of rental agreement. If that is a weekend or public holiday it is the previous weekday.
- c) The rented apartment is to be handed back in a completely empty and cleaned state. Tenant is made liable for damages during the rent and which is unusual wear off.
- d) Any damages, immoderate filth or wear off will be charged to tenant moving out.

9. Citizens' Registry Office and the duty to register

Swiss tenants are required to register with the respective municipality's Citizen's Registry Office (Einwohnerkontrolle) www.bern.ch/Einwohnerdienste within the 14 days, foreign students usually with a rental agreement for 90 days or more.

10. Amendments to Terms and Conditions

Adesso Real Estate GmbH represented by thomasgraf ag reserves the right to amend Terms and Conditions at any time and without notice.

Any changes will be displayed on www.business-apartments-bern.ch and enter into force as soon as they are online.

11. Opening hours

Monday to Friday 8am to 12am and 2pm to 5pm. Offices are closed on weekends and on public holidays in the Canton of Berne.

www.feiertagskalender.ch

12. Special terms

12.1. Data privacy protection

The necessary data needed by Adesso Real Estate GmbH represented by thomasgraf ag will be processed and recorded if necessary. Thereby Swiss data protection law regulations will be considered.

12.2. Video surveillance

Public areas of premises may be video controlled for security reasons and protection of personal property. The material will be processed according to data privacy regulations. Only handed out to authorities in case of reasonable suspicion.

12.3. Badge

Locking system used by badge will be registered. In case of loss of badge contact administration immediately. Any fees will be charged to tenant.

12.4. Law applicable

If not in tenant agreement or Terms and Conditions Swiss Code of Obligations is valid (Art. 253ff OR).

House rules

For reasons of respect and the best living and studying conditions please respect the house rules.

1. Guests

Tenant is responsible for his guests while on the premises.

2. Premises

Tenant is responsible and liable for condition of furniture. Tenant will be charged for any damaged or missing furniture or blankets.

Tenant is responsible for frequent airing of the premises.

Damages are to be reported immediately to house management. Consequences of not reporting will be at charge of tenant.

A laundry room is at tenant disposal. Do not dry laundry on your premises.

No pets are allowed.

3. Rules of behaviour

a) Nuisance

In respect for the house community no disturbing noise should be made either during the day or at night. Sound systems, DVD players and so on used anywhere in the building including balconies must be kept low volume.

Sleeping hours between 10.00 pm and 7.00 am to be respected in the whole building and outside area, also on weekends.

b) Smoking

All our sites are smoke free. Damages caused by illegal smoking are charged for extra cleaning to tenant.

c) Fire prevention

Premises are equipped with a fire detector system, only operated by house management. Prevention of fire is every resident's responsibility. Any fault set-off of an alarm will be charged to the causing person.

Emergency exits must be kept clear at all times, fire stairs only to be used in a case of emergency. All fire prevention measures must be followed.

4. Parking

Bicycles can only be parked at the areas in the basement or at the bicycle stand. Few parking slots for motorbikes to rent are available.

With signature of rental agreement tenant agrees on respecting the house rules.

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approved by Adesso Real Estate GmbH