

## TERMS OF SERVICE

As a service for guests on our website, VARIAS Apartments presents basic information in English. The Privacy Policy listed in German is legally binding.

1. **Lessor:** VARIAS Apartments GmbH (hereinafter referred to as "Lessor").
2. **UID:** CHE-142.472.411
3. **Address:** Zürcherstrasse 137, 8406 Winterthur.
4. **Business hours:** Monday to Friday from 8:30 to 12:00 and 13:00 to 17:00.  
There is no (hotel) reception at the apartments.
5. **Online bookings and contact form:** An online booking as well as the contact form forms an integral part of the contract. The tenant confirms by sending the correctness of his information. Any changes must be reported to the lessor immediately.
6. **Payment conditions:** The first monthly rent of the stay is due after confirmation of the booking. This will be charged after booking. The amount must be transferred to the landlord's bank account stating the invoice number.
7. **Credit card:** We accept the following credit cards: Visa, MasterCard, American Express and EC Maestro. Charges for chargebacks must be paid by the renter. The landlady is entitled to request valid credit card details to secure all claims (for example damages) for the duration of the stay and up to 4 weeks after removal
8. **Apartment Services:** According to your booked offer.
9. **Serafe AG**, which acted as the Swiss agency for the radio and television fee, will send the residents an invoice after registering with the municipality. The annual fee is CHF 365 and is payable in advance. The bill is up to the resident / guest.
10. **Cancellation Policy:** Up to 30 days before arrival 100% will be refunded free charge. Cancellations within 30 days before arrival are subject to 100% payment. During the stay, 100 % of the next end of the following month will be charged.
11. **Stay:** Check-in from 15:00, check-out by 10:00 according to the services booked.
12. **Extension:** Please inform the landlord about any extension plans, the availability is checked.
13. **Handover of keys:** The tenant agrees with the landlady until seven days before arrival to hand over the key. In case of loss or damage of the key by the renter, the lessor is entitled to charge an additional CHF 500.00.
14. **Apartments with access code in Elsau:** At the latest on the day of arrival, the access code to the apartment will be sent to the email address given at the time of booking.
15. **Delivery / Return:** The rental property is in perfect and swept clean condition and acc. Date of Art. 10.
16. **Cleaning:** The final cleaning fee is mandatory. Excessive cleaning will be charged to the renter. For intermediate cleaning the housekeeping service can be booked.
17. **Bed linen:** The washing of the bed linen takes over the landlady, the washing by the tenant is not permitted.
18. **Authorities:** Registrations and authorizations are the responsibility of the renter.  
The landlady reports every tenant to the police hotel control.
19. **Use:** The rental property may only be used by the persons listed in the booking confirmation. In the case of overcrowding, the lessor may charge the additional expenses. The rental property is to be used exclusively for residential purposes. Trade of any kind is strictly prohibited in the rented property. The entire interior, the inventory, electricity and water, the washing tower (washing machine and dryer) are offered by the landlord for use. Unnecessary electricity and water consumption are not permitted and may be charged to the renter at the discretion of the landlord.  
**No other electronic kitchen appliances may be installed in the apartment.**
20. **For shared use:** Subject to availability and services booked - parking, garage, washing machine drying room, cellar and storage space for bicycles.
21. **Duty of care:** The tenant assumes full liability for the rent, the cleaning, any damage (to the rental property and inventory) during the entire duration of the tenancy. The rental property is to be used carefully. It should also be considered for neighbors, etc. The cleaning of the kitchen equipment (including oven), the dishes and cutlery is the responsibility of the renter. Furthermore, the tenants are required to ventilate the apartments regularly. If the renter or a roommate causes damage, this must be reported immediately to the landlord. The tenant is liable for any damage caused by him or a roommate, unless you can prove your non-negligence. Damages can be charged. The same applies if the apartment can not be handed over to the tenant by unscheduled repair or cleaning work. Resulting Mietentfall can be charged to the tenant.

22. **Maintenance:** In case of urgent repairs the landlady must be informed immediately. If this is not achievable and threatens greater damage, the tenant must act on his own conscience.
23. **Changes to the rental property:** The tenant is prohibited to make changes to the rental property.
24. **Right of access:** The landlord is granted access to the rental object at any time. The tenant acknowledges that the apartment can be shown to new prospects. A prospective customer is always accompanied by an employee of the landlady.  
An access right also exists for the booked apartment cleaning and its inspection, as well as for maintenance work and repairs. The disturbances are kept as low as possible.
25. **Rent:** The agreed rent is due in advance and monthly according to the payment term. In case of non-payment, the lessor is entitled to refuse access to the rental property. This also applies during the rental period and upon renewal of the contract. The rent is paid on time if the landlord can dispose of the money on the due date. In case of late rental payment, the lessor is entitled to charge the tenant all related expenses as well as a default interest of 5%. When transferring the amount, any transaction costs are borne by the renter.
26. **Depot:** The depot serves to secure all claims arising from the tenancy and is due for payment immediately upon conclusion of the lease. The deposit less any offsets will be transferred to the bank account specified by the tenant within six weeks after the contract has ended. A cash payment to the tenant or a settlement with the rent or other claims of the lessor by the tenant is excluded.
27. **Insurance:** The lessee undertakes to be insured against tenant damage in the form of a personal liability insurance during the entire rental period. The renter is responsible for the security (burglary, theft, etc.) of the rental property. For leased property of the lessee, the landlord disclaims all liability. The renter is responsible for the appropriate insurance.
28. **Liability of the Lessor in accordance with OR Art. 487-489:** Treasures can be handed over at the landlord's headquarters, by appointment, during business hours.
29. **Parking:** Except on the car park rented by the renter, the renter and his guests are not allowed to park vehicles in reserved parking spaces.
30. **Bicycles:** Bicycles may only be parked at the designated places.
31. **Home rest:** Between 22:00 o'clock to 6:00 o'clock in the house absolute calm prevail. Incidentally, reference is made to the applicable regulations of the local police and community regulations.
32. **Staircase:** The staircase is not part of the rented apartment and therefore may not be used for short or long term storage of objects.
33. **Smoking:** Smoking is strictly prohibited in our homes and public areas. In case of violation of the smoking ban, corresponding cleaning costs may be charged (min CHF 500.00).
34. **Pets:** Without the prior written consent of the landlord is the keeping of animals (even small animals) and cultivating plants prohibited.
35. **Post:** During the stay, letters and parcels are delivered directly by the Swiss Post or other letter and parcel services. Shipments must be marked accordingly with the respective apartment number. When moving out, the renter must independently take care of the re-registration of the address as well as any forwarding at the post office.
36. **Lost property:** Lost property is stored by the landlord and the owners are informed accordingly. After expiry of the six-month retention period, the landlord is entitled to dispose of lost property with a reasonable fee.
37. **Internet:** The landlady offers in all properties FREE Internet access via WiFi (wireless LAN) to share. The password for the respective network can be found in the manual in your apartment. Our hardware complies with a modern standard and is designed for general use (web browsers, e-mails, etc.). Due to the increased use of the connection, especially in the evening and on weekends, the landlady can not guarantee a specific or constant download speed. The landlady is not responsible for the hardware / software of the renter. The connection to the internet is unprotected and happens at the lessee's own responsibility. For any occurring damage caused by spam, viruses, spyware, malware, etc., any liability is rejected by the landlord. For the speed and performance of the Internet provider, the landlord assumes no guarantee.
38. **Applicable law:** This contract is subject exclusively to Swiss law.
39. **Jurisdiction:** As the place of jurisdiction, the parties agree on the location of the property.
40. If these GTCs are not adhered to, the lessor reserves the right to terminate without notice and to pass on all costs to the renter.