

General Terms and Conditions of City Stay AG

1. Subject of the Agreement

These General Terms and Conditions regulate the legal relationships between City Stay AG (hereinafter referred to as CS) and its customers (hereinafter referred to as Guest/ Guests). These General Terms and Conditions (hereinafter referred to as GTC) shall apply to every offer and service of CS, and in particular for each rental of a CS apartment.

1.1 Conclusion of the contract and acceptance of the GTC

By sending an electronic request or at the latest when written confirmation of the booking is received, Guest declares that he/she completely agrees to these GTC of CS. These GTC are available at any time on www.citystay.ch and are in all CS apartments. Furthermore, all documents sent by CS, including booking confirmations and reservation forms, contain a direct link to the current version of the GTC at www.citystay.ch.

1.2 Number of Guests

Only as many persons may stay at the booked apartment as are stated in the CS booking confirmation. CS may, in accordance with its prices, add extra costs for additional guests to the invoice and/or demand the departure of the additional guest.

1.3 Changed booking

A changed booking, such as the date of arrival or departure, type of apartment, additional services or other elements, is only valid when agreed to by CS and after the issuance of a new booking confirmation.

1.4 General right of use of the apartment, adjoining areas and parking place

Guest may use the adjoining areas that are not marked as private (e.g. washrooms or drinks cellar). Parking places are provided at no cost for loading and unloading. Any other use of the parking places must be booked and paid for. Guest will be assigned a parking place when the booking is made.

1.5 CS services included in the price

- Fully furnished apartment with fully equipped kitchen
- Weekly apartment cleaning and changing of towels and bed linens free of charge in the following properties: Kieselgasse, Forchstrasse, Nordstrasse and Lindenstrasse (optionally and for an additional charge in all other properties)
- Free WiFi
- Satellite TV, flat screen TV, multimedia system (Blu-ray/DVD/CD player)
- In-house self-service laundry
- All incidental costs (incl. heating, hot and cold water)
- Reserved parking place and other individual services are available at additional costs and upon request

2. Contract start, duration, extension and cancellation

2.1 Contract start

A booking is confirmed after CS has issued the booking confirmation. For bookings for 31 nights or more, Guest shall complete, sign and return the reservation form that was sent.

2.2 Duration

An apartment shall be made available for the period that was booked. The period stated in the booking confirmation under «booked period» shall be decisive. Guest shall have no right to use the apartment for a longer period.

2.3 Extension

Guest may not shorten or lengthen a confirmed booking. However, he/she may book the apartment for any length of time – including an unlimited period – and may cancel the nights already booked at no cost within the CS cancellation notice periods, in accordance with clause 2.4.

2.4 Cancellation

Bookings for 1 to 30 nights

Bookings for 1 to 30 nights may be cancelled at no cost before or during the stay if the cancellation is notified eight days in advance. CS accepts cancellations daily until noon. A cancellation is valid upon written confirmation by CS.

Bookings of 31 nights or more

Bookings of 31 nights or more may be cancelled at no cost before or during the stay if the cancellation is notified thirty days in advance. CS accepts cancellations daily until noon. A cancellation is valid upon written confirmation by CS.

No other cost-free cancellation is possible.

3. Invoice and payment

3.1 Guest payment obligation and late payment

Guest shall pay the price for the accommodation plus any additional services described in the booking confirmation or in the invoice by the due date. The amount owed and the applicable payment periods (due dates) may be found in the invoice that is sent by CS to Guest together with the booking confirmation by email.

If the amounts owed are not paid by the move-in date stated on the invoice, CS shall be entitled to withdraw from the contract, that is, to cancel the booking and refuse to grant Guest entry to the apartment. In such case, any claims of Guest shall expire.

If Guest fails to pay any invoice that falls due during the stay, then he/she shall be in default as of the due date. CS shall remind Guest to pay the amount owed within five days. If this grace period is not respected, then CS shall be entitled to cancel the booking immediately; Guest shall thereby lose the right to reside in the apartment and shall be required to move out immediately (that is, within 24 hours).

3.2 Security for furniture and booking/authorisation of credit card debiting

CS may require Guest to provide credit card information, pay a deposit and/or a copy of his/her passport as security. If a booking is for 31 nights or more, CS will require Guest

to transfer a security deposit to the security account belonging to CS. The amount of the security and the due date shall be stated in the invoice for the security («deposit invoice»). Interest shall not be paid on the deposit and, in the event that all invoices are paid and no damage is determined at the time of departure, the deposit shall be reimbursed to Guest within ten days of departure. In the event that the security is not paid, then CS shall be entitled to withdraw from the contract, to provide the object to other persons and to demand a cancellation fee or processing fee from the defaulting guest. Any damage to the inventory, furniture, apartment or building as well as defaults in payment or other expenses (e.g., lost key) shall be deducted from the security deposit.

In the case of bookings for 1 to 30 nights for which CS does not require a deposit, CS shall require Guest to provide his/her valid credit card data. CS shall be entitled to debit Guest's credit card for any damage to the inventory, furniture, apartment or building plus any other expenses (e.g., lost key). Guest hereby declares that he/she agrees to provide the credit card data and that any relevant costs shall be debited to his/her credit card.

3.3 Payment deadlines

The cost of the accommodation and – in case of an accommodation for 31 nights or more – the security deposit and final cleaning fees shall be paid by the dates stated in the invoice from CS. The payment dates shall be as follows:

Bookings for 1 to 30 nights

All costs of the accommodation incl. final cleaning fees shall be due within five days after receipt of the booking confirmation or invoice or, in the case of a last-minute booking, at the latest upon entry into the apartment.

Bookings of 31 nights or more

- The deposit is due within five days of receipt of the «deposit invoice».
- The costs for the accommodation or additional services for the first month (in accordance with the invoice) shall be due at the latest five days before entry.
- The costs for the accommodation or additional services for the following months (in accordance with the invoice) shall be due at the latest five days before the beginning of each additional month.
- Any additional services that have been booked shall be invoiced separately according to cost and shall be paid according to the invoice.
- The final cleaning fee shall be paid at the same time as the cost of accommodation for the first month, that is, five days before entry.

3.4 Payment conditions

Payment shall always be made in Swiss Francs (CHF) and shall not include bank or credit card fees.

3.5 Payment methods

Only credit card payment is possible for bookings at www.citystay.ch. For bookings by telephone or email, any amounts owed may be paid by bank transfer, debit or credit card or in cash at the time of check-in. Cash payment at the time of check-in, however, is only possible if Guest has provided his/her valid credit card information by the payment deadline by telephone.

3.6 Reminder fees and default interest

Where payment by Guest is in default, CS shall be entitled to charge reminder fees and default interest at the rate of 5% on all amounts owed.

3.7 Additional services and value-added tax

Any booked additional services shall be invoiced separately and – if the stay is for 31 or more nights – at least once per month. All services rendered are subject to value-added tax (VAT). The legally valid VAT on accommodations and included services shall be calculated on the basis of the current VAT of 3.8%. Any additional services booked shall be subject to VAT at the current rate of 8%.

4. Check-in and check-out

4.1 Check-in/Check-out

Unless otherwise agreed with CS, the apartment may be obtained and returned as follows:

Check-in: daily from 16.00 to 20.00

Check-out: daily until 11.00

If the apartment is not released at the proper time, then an additional day will be added to the invoice.

4.2 Return and final cleaning

Guest shall leave the apartment in proper condition. If the condition of the apartment makes a more thorough than usual cleaning necessary, the additional time will be included in the invoice and debited from the credit card or – for bookings for 31 nights or more – deducted directly from the deposit.

5. Authorities

If a booking is made for eight weeks or more, Guest shall register with the responsible authority of the City of Zurich within 14 days after moving in (County office, Post office etc.) and shall give notice to the authorities at the time of departure.

6. Guest liability

Guest shall be solely responsible for any lost key or damage, loss or destruction of the inventory, furniture, the apartment or the building by Guest or third parties for any resulting damage. Guest shall also be responsible for damage due to want of care, smoking and improper use. Theft, intentional damage to property and other offences in connection with the accommodation in a CS apartment shall immediately reported to the authorities and CS shall be entitled in such case to immediately cancel the booking.

7. Use

7.1 General

Guest undertakes to treat the apartment, common areas and inventory, furniture and appliances with the greatest possible care. The instructions for the use of the appliances (e.g., the washing machine) shall be followed carefully. The apartment may only be used for the intended purpose (as private living quarters).

7.2 Pets

CS does not allow pets without written permission.

7.3 Construction, repair and maintenance

No alterations may be constructed in the apartment or common areas.

7.4 Use and subleasing

Guest may not sublet or transfer the apartment to third parties. Apartments may not be used for commercial purposes. In the event of a violation of the guest privileges and obligations in these GTC, CS shall have the right to cancel the booking immediately or to dissolve an existing contractual relationship without notice and to eject Guest, in the event that Guest refuses to clear the premises immediately.

8. Mail and internet

8.1 Mail

Guests of CS are advised to use the following mailing address for letters and packages.

First Name & Last Name
c/o Apt. xy
Street
Post Code & City

For example:
John Smith
c/o City Stay AG, Apt. 301
Kieselgasse 2
8008 Zurich

Mail delivery cannot be guaranteed if a different address is used.

8.2 Internet

CS assumes no liability for damage arising from the use of the internet (spam, viruses, disruptions or disturbances in the internet connection etc.). Guest shall not have the right to any claim for compensation. Internet disruptions during office hours must be notified to CS. In order to protect his/her own devices from damage, Guest shall prevent spam or viruses from being distributed over the CS network. CS reserves the right to exclude any guest from the network at any time. Guest acknowledges that CS has the obligation to record actions on the internet.

9. House rules

9.1 Common areas

Guest shall be considerate of the needs of other guests when using the common areas (e.g., washroom), stairwell, elevators and all hallways, and shall keep these areas clean. Personal objects may not be stored in these areas because they might block the way and hinder clearing the areas in the event of an emergency or fire (e.g., bicycles in the stairwell).

9.2. Rubbish

Rubbish must be placed in a closed rubbish bag in the container provided by CS for that purpose.

9.3 Peace at night

The noise level in all apartments shall be kept at low volume from 22.00 to 07.00.

9.4 No smoking

Smoking is not allowed in the apartment or in all other rooms and areas.

9.5 Fire/Emergency exits

In case of fire, it is forbidden to use the elevator. In such case, the indicated emergency exits in the stairwell must be used.

9.6 Grilling/Barbecue

No grilling or barbecue on the balcony is permitted.

10. Right of entry

All CS staff shall have the right to enter the apartment at any time also without giving prior notice of the reasons. Guest is aware that CS staff are in possession of the keys for this purpose. Guest may not prevent the entry of CS staff to the apartment.

11. Emergencies

In the event of a health-related emergency or threat, notify the Police (tel. 117), the local medical doctor on call, the ambulance service (tel. 144) or call the international emergency number (tel. 112). The emergency numbers are on the information sheet in each apartment.

The CS technical service can be reached 24/7 by calling tel. 044 554 41 41. Repairs will be made according to the level of urgency, usually from Monday to Friday during 08.00 to 17.00. Special repairs caused by Guest (e.g., lost key) are the responsibility of Guest. If CS provides a service in such a case, the responsible guest shall pay the cost-related fee.

12. Exclusion of liability and insurance

12.1 Exclusion of liability

CS shall not be liable for the following damage:

- Any damage for which Guest is responsible,
- any injury to persons from the use of the apartment or inventory (e.g., from use of the kitchen or its contents such as knives),
- damage caused by force majeure, strikes etc.,
- damage caused by disturbances or interruptions in the internet connection,
- damage to or loss of Guest's personal objects or possessions (luggage, clothing, valuables, furniture, vehicles etc.), that are stored in the apartment or in or around the building.

12.2 Insurance

CS insurance does not cover Guest or his/her personal belongings against risks related to the (e.g., accident, illness, theft, water or fire). Guest shall obtain private liability insurance.

13. Data protection

CS is entitled to collect, process and use personal information to the extent necessary to ensure smooth operations. Data shall only be stored and transmitted to third parties to the extent necessary. Guest agrees to this.

14. Severability clause

If any provision of these GTC should prove to be invalid, then the other provisions shall remain unaffected thereby. The parties shall make every effort to agree a valid provision that comes as close as possible to the purpose of the requirement.

15. Amendment and supplement to the GTC

CS may amend or supplement these GTC at any time without prior notice.

16. Communication/Written form

All communications by CS (incl. booking confirmations, invoices etc.) shall in principle be made by email. The booking confirmation issued by CS shall contain all the agreed elements of a booking. Any change or addition to the booking shall not be valid unless made in writing. Email shall fulfil the written form obligation.

17. Applicable law and jurisdiction

This contract shall be exclusively subject to Swiss law. The court where the apartment is located shall have jurisdiction for any disputes.

Zurich, March 2017

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