

# Terms of Use and General Terms and Conditions for the offer of the website [www.room-circle.ch](http://www.room-circle.ch)

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## **I. Scope**

Room Circle GmbH, Kleinbühlstrasse 7, 8052 Zurich (CHE-284.952.516) operates an online shop on the website <https://www.room-circle.ch> or its subdomains (hereinafter "Online Shop"). Via the Online Shop, customers have the option of concluding tenancy and sublease agreements for premises (hereinafter "Tenancy Agreements").

These terms of use and general terms and conditions (hereinafter "GTC") apply to the use of the Online Shop and all legal transactions concluded via the Online Shop (including – but not limited to – Tenancy Agreements).

By using the Online Shop (see section II) and concluding legal transactions via the Online Shop (see section II.4.4), customers agree to these GTC, which form an integral part of all legal transactions concluded via the Online Shop, as well as to all additional terms and conditions referred to in the GTC (including Room Circle GmbH's Data Protection Declaration, which may be applicable in the customer's jurisdiction) and/or to the Tenancy Agreements or other contracts agreed between Room Circle GmbH and the customer.

By using the Online Shop, each customer assures that he/she is at least eighteen (18) years of age, that he/she is authorised to bind himself/herself and/or the represented user, and that he/she has provided Room Circle GmbH with all information necessary to use the Online Shop as well as to conclude legal transactions via the Online Shop.

## **II. Use of the Online Shop**

### **1. No Binding Offer**

No element in the Online Shop constitutes a binding offer by Room Circle GmbH. The following section II.4 applies to the valid conclusion of legal transactions via the Online Shop.

### **2. Links**

The Online Shop may contain content that does not originate from Room Circle GmbH, as well as links to third-party websites over whose content Room Circle GmbH has no influence. Room Circle GmbH accepts no responsibility for third-party content and the respective operator of the website is always responsible for the content of the linked pages. Links will be removed immediately if Room Circle GmbH becomes aware that legal violations are being committed on the linked websites.

Likewise, Room Circle GmbH is not liable for websites that link to the Online Shop, display it in frames, or otherwise use its content.

### **3. Payment Methods**

The customer has the option to choose between different payment methods (credit card, other instant payment methods [e.g. Twint, PayPal, WePay, AliPay or similar] and bank transfer) during the Booking Process in the Online Shop. Further details can be found in the Data Protection Declaration.

### **4. Booking Process**

#### **4.1. Data Entry in the Online Shop and Advance Payment**

In the Online Shop, tenancies including their availability/term and the essential contractual conditions (such as – but not limited to – type, location, occupancy and equipment/furnishing of the possible rental object, type of tenancy agreement [tenancy or subtenancy agreement], rent, applicable fees/ancillary costs, included services, etc.) are presented in text and image form. The customer acknowledges and accepts that the images available in the Online Shop do not necessarily represent the actual condition of the rental object and/or its equipment/furnishings.

The customer has the option of booking a Tenancy Agreement in the Online Shop in accordance with the specified, essential contractual conditions (hereinafter "Booking Process"). During the Booking Process, the customer accepts these GTC and is obliged to provide Room Circle GmbH with various documents and information in the Online Shop (hereinafter "Data Entry"). Furthermore, the customer undertakes to **pay** the total of the costs incurred (in particular – but not exclusively –

the rent for the first month of the tenancy, the service deposit and the application fee) specified in the Online Shop for the booked tenancy **in advance** (hereinafter "Advance Payment") (see section II.4.4). Payments must be made in Swiss francs.

The customer is solely responsible for the correct, current and complete Data Entry. The customer assures to provide correct, current and complete information and documents about himself/herself as requested in the mandatory and voluntary (upload) fields of the Online Shop for the purpose of preparing the conclusion of a legal transaction by Room Circle GmbH or as requested by Room Circle GmbH via e-mail from the customer.

Room Circle GmbH may add mandatory or voluntary (upload) fields to be filled out in the Online Shop. The customer may not transfer personal data of third parties (i.e. data that allows the identification of a person) to Room Circle GmbH, unless data protection legislation(s) allow such a transfer and the customer has obtained the consent of the person concerned. Room Circle GmbH may also request additional information and/or documentation from customers in individual cases.

#### **4.2. Acknowledgement of Receipt and Verification of the Booking**

If the Data Entry is completed, the Booking Process is finished and the customer receives the booking overview in the Online Shop with the option to book the desired Tenancy Agreement. If the customer decides to book, the customer receives an acknowledgement of receipt by e-mail. **The booking overview and the acknowledgement of receipt do not constitute a binding offer by Room Circle GmbH.**

After the Booking Process has been completed, Room Circle GmbH verifies the customer's suitability for the conclusion of a possible Tenancy Agreement. This verification can take up to 24 hours (in exceptional cases longer). Room Circle GmbH expressly reserves the right to unilaterally reject the booking without giving reasons.

#### **4.3. Rejection of the Booking and Refund**

If Room Circle GmbH rejects the booking, the customer will be notified by e-mail.

The Advance Payment made directly during the Booking Process, at the customer's choice by credit card or other instant payment methods, will be refunded in full to the customer within [10] days if the booking is rejected.

#### **4.4. Booking confirmation and conclusion of contract**

##### **4.4.1. For Advance Payment by Credit Card or other Instant Payment Methods**

If at the customer's choice the Advance Payment was made by credit card or other instant payment methods and Room Circle GmbH accepts the booking, Room Circle GmbH will send the customer a booking confirmation via email after the booking has been verified. **The Tenancy Agreement between Room Circle GmbH and the customer comes into effect with the receipt of the booking confirmation by the customer without signature.** Together with the booking confirmation, the customer receives a copy of these GTC, which form an integral part of the Tenancy Agreement. In addition to the booking confirmation, the provisions of these GTC shall apply to the Tenancy Agreement as integral parts of the contract.

For the further monthly rental payments, the customer undertakes to set up a standing order (monthly automatic bank transfer) with a bank of his choice. The bank details of the beneficiary Room Circle GmbH will be disclosed during the Booking Process and can also be obtained from Room Circle GmbH.

##### **4.4.2. For Advance Payment by Bank Transfer; No-Show Fee**

If Advance Payment is to be made by bank transfer at the customer's choice and Room Circle GmbH accepts the customer's booking, Room Circle GmbH will send the customer a booking confirmation and a payment request by email after the booking has been verified. **The Tenancy Agreement between Room Circle GmbH and the customer comes into effect with the receipt of the booking confirmation by the customer without signature.** Together with the booking confirmation, the customer receives a copy of these GTC, which form an integral part of the Tenancy

Agreement. In addition to the booking confirmation, the provisions of these GTC shall apply to the Tenancy Agreement as integral parts of the contract.

The customer undertakes to pay the Advance Payment by bank transfer within three (3) working days (value date of receipt of payment by Room Circle GmbH) of receipt of the payment request. Payments must be made in Swiss francs. For the purpose of correct allocation of the respective bank transfer, the customer undertakes to state the following subject for each bank transfer: Full name of the customer, date of birth of the customer, flat number, room number (e.g. "*Max Mustermann, 01.01.2001, flat [no.], room [no.]*").

For the further monthly rental payments, the customer undertakes to set up a standing order (monthly automatic bank transfer) with a bank of his choice. The bank details of the beneficiary Room Circle GmbH will be disclosed during the Booking Process and can also be obtained from Room Circle GmbH.

If the Advance Payment is not paid, not paid in full or not paid on time by the customer by bank transfer, the Tenancy Agreement shall lapse without further ado (resolutive condition).

**No-Show Fee:** Room Circle GmbH reserves the right to charge a processing fee of CHF 150 to those customers who, despite confirmed booking, fail to pay the Advance Payment in time or in full. The customer undertakes to pay this processing fee at the first request of Room Circle GmbH

### **III. Tenancy Agreement**

#### **1. Key Contract Terms**

##### **1.1. Parties**

Landlord: Room Circle GmbH | Kleinbuehlstrasse 7 | 8052 Zurich  
Contact: Emanuel Ribi | info@room-circle.ch | 0041 79 525 07 46  
Property: The room for rent is a furnished room in a quiet residential community (WG) primarily for international students. Shared use of bathroom and kitchen. Laundry facility in the building, possibly for a fee.  
Occupant: The room is for the accommodation of one (1) person, namely the customer. Subletting (Airbnb, etc.) is not permitted.

##### **1.2. Rent**

Fixed Price: Monthly rent + ancillary charges and services is due monthly in advance on the 26th of the previous month.

Example: The rent for October is due on the 26<sup>th</sup> of September.

A lump sum has been agreed upon for the rent and all the additional costs listed under ancillary charges.

##### **1.3. Ancillary Charges**

###### **1.3.1. General**

Ancillary charges are the payment for public charges as well as actual expenses incurred by Room Circle GmbH or a third party in connection with the use of the rented property, such as heating, hot water and operating costs.

The monthly rent includes the following utilities:

- Hot water, heating, electricity EWZ, gas, sewage

Ancillary charges charged directly to the customer by a plant, an office or a supplier (incl. cable networks) are to be paid directly by the customer.

Persons resident in Switzerland are obliged by the Radio and Television Act (RTVA) to pay reception fees. This is the tenants' responsibility. Room Circle GmbH does not organise any cost sharing.

###### **1.3.2. Lump Sums**

A lump sum (fixed amount) has been agreed upon in the Tenancy Agreement for ancillary costs (including heating and hot water). For this reason, no billing settlement is carried out separately.

##### **1.4. Address Registration**

###### **1.4.1. By Room Circle GmbH / Application Fee**

Room Circle GmbH is legally obliged to register the respective customers with the relevant residents' registration authorities. For this registration, Room Circle GmbH charges the customer a one-time application fee with the Advance Payment (see section II.4.1 et seqq.) and the customer agrees to pay the application fee. This includes the costs for the personal name tag on the letterbox. Room Circle GmbH organises the name tag for the tenant.

###### **1.4.2. By the customer**

Customers are required by law to register with the relevant residents' registration authorities.

If the customer is a Swiss citizen:

It is the customer's responsibility to register directly with the District Office of the City of Zurich, Hofwiesenstrasse 370, 8050 Zurich (tel. 044'412'15'15) within seventeen (17) days of the start of the tenancy. Please bring your original passport or ID (no photocopy) and the Tenancy Agreement

(in paper form or electronically). The District Office of the City of Zurich charges a registration fee of approx. CHF 200, which the customer must pay directly.

*If the customer is a foreign national:*

Registration for foreign customers is by appointment only and takes place at the City Hall (Person Registration Office South). The customer can make an appointment for registration via [www.etermin.net/personenmeldeamtsued](http://www.etermin.net/personenmeldeamtsued). Registration fees are to be paid directly by the customer.

## **1.5. Early Cancellation**

If the Tenancy Agreement is limited in time, the tenancy ends after expiry of the agreed term without notice of termination.

In the event of an early return of the keys, the customer is liable for the fulfilment of the Tenancy Agreement until the next possible termination/expiry date.

If the customer wishes to terminate the tenancy prematurely before the expiry of the fixed term, he must provide Room Circle GmbH with a reasonable, solvent replacement tenant (set forth by Article 264 OR). This tenant must correspond to the current tenant structure. The tenant structure is primarily categorized based on two main criteria: student status (students/non-students) and apartment type (female-only/mixed gender). The new replacement tenant must be willing to take over the Tenancy Agreement under the existing terms and conditions. Otherwise, the customer remains obligated to pay the rent at the latest until the date on which the Tenancy Agreement terminates according to the contract.

If the customer returns the property early (Art. 264 OR), the replacement tenant who can otherwise be regarded as reasonable and solvent can be rejected without releasing the customer from liability in particular if, in the opinion of Room Circle GmbH, he/she does not correspond to the tenant structure of the rented property, or if he/she intends to occupy the rented property with more people than the customer. If two or more individuals wish to occupy the rented property, they may do so with the consent of Room Circle GmbH. Typically, an additional charge will apply for the second person.

Early cancellation of lease can be declared by the customer with a two (2) months' notice, effective date per the last day of each calendar month (except December). Any new tenant must be presented at least three (3) weeks prior to the end of the month at which early cancellation is sought, to allow Room Circle GmbH to make the respective inquiries.

## **2. Payment Details**

### **2.1. Room Circle Bank Account Details**

Account name: Room Circle GmbH  
Bank: Zuercher Kantonalbank, Bahnhofstrasse 9, 8001 Zurich, Switzerland  
IBAN: CH90 0070 0114 8073 3577 2  
Clearing number: 700 (for domestic payments)  
BIC/SWIFT: ZKBKCHZZ80A (for payments from abroad/overseas)

Address: Room Circle GmbH, Kleinbuehlstrasse 7, 8052 Zurich, Switzerland  
Contact: Emanuel Ribi  
Tel.: 0041 79 525 07 46  
E-Mail: [info@room-circle.ch](mailto:info@room-circle.ch)  
Website: [www.room-circle.ch](http://www.room-circle.ch)  
Company Number: CHE-284.952.516

### **2.2. Credit Card**

The first month's rent, the service deposit and the application fee is paid during the Booking Process.

### **2.3. Bank Transfer**

For the recurring monthly rent payments, the customer agrees to set up a standing order (monthly automatic transfer) with his/her bank. See the bank account details above.

In order for Room Circle to identify the customer's payments, the customer must include in the payment description the following information:

1. Rented property address
2. Room number
3. Full name
4. Date of birth

### **2.4. Payment Date**

The rent is to be paid by the 26<sup>th</sup> day of the previous month.

Example: Rent for April should be paid the latest by the 26<sup>th</sup> of March.

### **2.5. Late payment fees**

Room Circle GmbH is entitled to charge the customer late payment fees.

If the 26<sup>th</sup> day of the month is on a weekend or public holiday, then the payment should have arrived at the latest by the next business day.

Room Circle GmbH charges a reminder fee of CHF 30 for each subsequent reminder.

### **3. Start of Rental**

#### **3.1. Check-in**

Earliest check-in: 16:00. Unless otherwise agreed, the handover shall take place at 16:00 local time on the day of the commencement of the rental period. Alternate check-in times may be possible by prior arrangement, subject to availability.

#### **3.2. Handover and Furnishing**

Room Circle GmbH hands over the rented property to the customer at the agreed time in a clean and fully furnished condition with the inventory (furniture, etc.) that is suitable for the intended use. The customer is obliged to use the inventory of the rented property carefully and properly and to clean it regularly. Dismantling of the inventory is prohibited. There is no right to claim that the rented property and/or the inventory is as good as new. The customer must notify Room Circle GmbH in writing of any subsequently discovered defects within fourteen (14) days of handover. In the absence of such notification, it is assumed that the rented property was handed over in perfect condition.

#### **3.3. Key Handover**

The handover of the rented property takes place with the handover of the keys to the customer by Room Circle GmbH (or by third parties commissioned by Room Circle GmbH) or via a security key box (self-check-in) at a location defined by the Room Circle GmbH, unless otherwise mutually agreed upon by both parties.

If the customer does not pay the Advance Payment (see section II.4.1 et seqq.), does not pay it in full or does not pay it on time, Room Circle GmbH can refuse to hand over the rented property. In this case, Room Circle GmbH is neither liable for the consequences of a delayed handover nor the consequences of a termination of the Tenancy Agreement.

#### **3.4. Labelling of letterboxes, doorbell, Lift, Flat door**

A mailbox key will be provided.

Mail: During the stay, letters and parcels will be delivered directly by the Swiss Postal Service or other parcel services. Room Circle GmbH or new customers will not keep letters and parcels received after the previous customer's move-out.

Letterboxes must have a uniform appearance. The autonomous labelling of the letterbox, doorbell etc. by the customer is prohibited. In case of non-compliance, the removal of the inscription by Room Circle GmbH shall be at the expense of the customer. The costs for the removal of the labelling will be charged in full to the customer, but at least CHF 30.

If possible, the customer will receive a personal name plate on the corresponding mailbox.

To ensure that the mail arrives correctly, it is important that the customer provide the sender with the following recipient address:

**"First Name" "Last Name"**

**"Street" "Number"**

**"Zip code" "City"**

For example:

**Jason Wu  
Bahnhofstrasse 10  
8050 Zurich**

#### **4. Use of the rental property**

##### **4.1. Apartment use and commercial ban**

The customer undertakes to use the rented property exclusively for the contractually agreed purpose. Any change, in particular an increase in the contractually agreed number of customers requires the written consent of Room Circle GmbH. Any use of the apartment for commercial or business-related purposes is strictly prohibited. In case of a proven violation of this rule, Room Circle GmbH will take the right to cancel the booking with immediate effect and without refund, as well as to demand the immediate departure of the guests.

Customer shall not place or store any personal property in the stairway or outside of the rented property (short- or long term). Any unauthorised property placed or stored is subject to removal and disposal by Room Circle GmbH without prior notice.

Larger social gatherings, parties and events are prohibited without the consent of Room Circle GmbH. Room Circle GmbH reserves the right to carry out checks in the buildings itself or have them carried out by third parties in order to avoid disturbances in the building. In the event of non-compliance or complaints, Room Circle GmbH has the right to cancel the booking with immediate effect and without refund of the Advance Payment as well as to demand the immediate departure of the customer.

##### **4.2. Ventilation**

The rented property must be ventilated regularly. During the heating period, the heating may not be turned off completely in any room. To avoid moisture damage, the rented property should be sufficiently heated (at least 20 °C) and intensively ventilated about three times a day for approx. 3 - 5 minutes, both in summer and especially in winter. Window sashes in the tilted position do not provide sufficient air exchange, they only cause the walls and ceilings to cool down unnecessarily; Window sashes may therefore only be tilted outside of the heating period. Damage caused by moisture due to insufficient ventilation or heating will be remedied at the expense of the customer.

##### **4.3. Damages**

The customer is obliged to show consideration for the other occupants of the house and/or flat, to use the rented property with care and to protect it from damage. The customer shall be liable for damages caused by careless use and/or use of the rented property contrary to the contract or delayed reporting of damage by the customer.

|               |                                                                                                                                                                                                                                                                                                                   |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Report:       | Any damage to the rented property must be reported to Room Circle GmbH immediately. The customer is liable for damages resulting from a late report.                                                                                                                                                              |
| Posters:      | Room Circle GmbH advises against hanging posters or photos on the walls of the rented property. Fixing stains or holes in the walls at the customer's expense can be very costly.                                                                                                                                 |
| Glass:        | The customer is obliged to replace broken panes of the windows/mirrors/cooker/stove of equal value, unless the breakage can be proven to have been caused by a third party or there was a stress crack.                                                                                                           |
| Sun blinds:   | The customer is obliged to clean or replace sun blind fabrics of equal value if they are soiled or damaged because they have been displayed in bad weather.                                                                                                                                                       |
| Moisture:     | Damage caused by moisture due to insufficient ventilation or heating will be remedied at the expense of the customer.                                                                                                                                                                                             |
| Blockages:    | Blockages in sinks, pipes, shower, dishwasher, fridge etc. is the customer's common responsibility to clean or it will be remedied at the expense of the customer.                                                                                                                                                |
| Sewage pipes: | Due to the fault of the customer, minor repairs, and maintenance work necessary for the normal use of the rental property shall be charged to the customer, in particular the unblocking of sewage pipes in the kitchen and bathroom up to the main line. See section 7.2. Maintenance Obligation of the customer |

#### **4.4. Lost Keys**

Keys lost during the rental period must be replaced by the customer at the latest at the end of the rental period at the customer's expense. In the event of lost keys, Room Circle GmbH must be notified immediately. Room Circle GmbH is entitled to have the locks and keys in question replaced or changed at the customer's expense. In the case of a protected locking plan, the building's locking system may also be replaced at the customer's expense.

The key is strictly personal and confidential. It is not to be given to third parties. In case of loss, customers shall contact the Room Circle GmbH immediately. Room Circle GmbH reserves the right to charge the customer for the emergency delivery of a new key.

#### **4.5. Principle of the services**

All furniture and services must be used with care and in the manner intended. All services are offered according to the "fair use" principle. Should some services be used excessively, outside the "fair use" principle, the service provider reserves the right to charge the customer an additional fee.

#### **4.6. Pets**

Unless permitted in writing by Room Circle GmbH, pets are not permitted to be kept or to enter the rented property.

In the event of the authorised keeping of pets, the customer undertakes to take out insurance to cover any damage caused by the relevant animals. This also applies to water damage resulting from aquariums.

Any authorisation may be revoked for important reasons and after two written warnings, subject to a notice period of three (3) months.

#### **4.7. Smoking ban**

Smoking of tobacco products of any kind (including e-cigarettes, vapes, etc.) in the rented property and the rest of the building is prohibited. Noncompliance with this rule will result in a penalty fee and, in extreme cases, the damage done to the rented property by smoke may entail additional charges.

#### **4.8. Noise Guidelines**

To ensure a peaceful and comfortable environment for all residents, it is essential to minimize noise disturbances. Between 22:00 and 06:00, customers are expected to adhere to the legally mandated quiet hours. Here is a comprehensive list of activities that should be avoided during the statutory hours of rest:

- Playing musical instruments.
- Engaging in loud hammering or construction work.
- Performing vigorous fitness exercises, such as skipping.
- Cooking with noisy kitchen appliances.
- Undertaking loud household tasks that may disrupt others.
- Operating noisy equipment like lawnmowers.
- Using loud vacuum cleaners.
- Engaging in loud conversations or phone calls.
- Playing loud television or music.
- Taking showers or baths with consideration for noise levels.
- Hosting parties or gatherings.
- Wearing high-heeled shoes indoors.

By respecting these guidelines, we can ensure a tranquil living environment for all our residents. Thank you for your cooperation.

#### **4.9. Change of Use**

Without the written consent of Room Circle GmbH and the responsible authority, the customer is prohibited from using the rented property in whole or in part for commercial purposes or from giving music lessons, etc. in the rented property.

Once granted, an authorisation may be revoked for good cause and after two written warnings by email, subject to a notice period of three (3) weeks.

In the event of a violation, Room Circle GmbH reserves the right to cancel the booking with immediate effect and without reimbursement of payments already made, as well as to demand the immediate departure of the customers.

**5. Access**

**5.1. Access for service personnel – Cleaning**

The cleaning personnel have the necessary keys and equipment to carry out the work.

The cleaning personnel commissioned by Room Circle GmbH must be granted access to the premises to be cleaned upon first request.

If the cleaning staff cannot carry out their work due to the fault of the customer, the customer is not entitled to compensation, reimbursement or reduction of the rent.

**5.2. Access for Room Circle GmbH – Inspections, Sales, Emergencies**

Room Circle GmbH and its representatives reserve the right to conduct inspections with a 24-hour advance notice, deemed necessary for property maintenance, ownership or principal tenancy, and for executing required repairs or renovations. Additionally, access to the rented rooms for the purpose of negotiating sales or leases with prospective parties is permitted between 8:00 a.m. and 5:00 p.m. from Monday to Friday, and between 9:00 a.m. and 2:00 p.m. on Saturdays. Visits will be limited to essential requirements.

In cases of emergency, no prior notification is required. The customer acknowledges that Room Circle GmbH possesses a spare key to the rental property, with the assurance from Room Circle GmbH that the customer's privacy will be safeguarded and not infringed upon.

**5.3. Access for the craftsmen - Maintenance**

In the event of urgent repairs and measures (emergencies), the customer is obliged to tolerate the work required to repair the damages and to ensure access for craftsmen or agents upon notification.

**5.4. Access in absence**

If the customer intends to leave the rented property unused for a longer period of time (more than two [2] weeks), the customer is obliged to designate a person who will keep the keys available. In the event of a short absence, it is sufficient to leave the key on the premises. The absence of the customer must be communicated to Room Circle GmbH.

**5.5. Common Areas**

The common areas within the premises, such as the kitchen, living room, bathroom, etc. are designated solely for shared use and are not available for individual renting. Room Circle GmbH maintains exclusive ownership and control over the common areas. Entrance to the common areas by Room Circle GmbH or its representatives do not require an advanced notice.

**6. Other**

**6.1. Insurance**

The customer is advised to take out liability insurance including tenant's damage for the entire rental period.

This insurance should also cover the risk of breakage with regard to all mirrors, panes, fixtures made of glass/ceramic/stone, such as cooking surfaces, kitchen covers, lavabos, toilets, bathtubs, etc., as well as tenant-specific special risks.

The customer is responsible for the security (burglary, theft, etc.) of the rented property. Room Circle GmbH declines all liability for items brought in by the customer and for tenant improvements. The customer is responsible for the corresponding insurance.

**6.2. Changes in Marital Status: Obligation to Register and Address for Service**

In the event of marriage, separation, divorce, death of a spouse, admission as well as dissolution of the joint household of the spouses, the customer(s) is/are obliged to inform Room Circle GmbH in writing within thirty (30) days, stating the relevant name and address changes.

The same applies to changes in registered partnerships as well as changes in residential and life partnerships.

In the event of failure to do so, the customers shall be liable for any damage.

The place of delivery for all customers, for both spouses or both partners is the location of the rented property, unless Room Circle GmbH has been notified in writing of a different place of delivery.

**6.3. Authorisation to Provide Information**

The customer authorises Room Circle GmbH to obtain information on civil status or registered partnership. The competent offices are hereby expressly authorised to provide information.

**6.4. Rent Adjustments and other Contractual Changes**

Rent increases for additional benefits provided by Room Circle GmbH may be claimed during the fixed term of the Tenancy Agreement. The same applies to the introduction of new ancillary costs as well as to the adjustment of flat-rate ancillary costs.

Adjustments to the rent or ancillary costs must be notified to the customer in the prescribed form with 30 days' notice taking effect on the 1st day of a month and require the prior agreement of the customer.

## **7. Maintenance Obligation of the Rented Property**

### **7.1. Maintenance Obligation of Room Circle GmbH**

Room Circle GmbH is obligated to maintain the rented property in a usable condition and to remedy any defects. The remedy of minor defects remains the responsibility of the customer (see section 0.7.2). The customer must immediately report any defects to be repaired by Room Circle GmbH in writing. If the customer fails to do so, the customer is liable for all resulting damages.

In the event of sudden defects that constitute an emergency and do not allow for postponement, the customer is required to immediately inform the caretaker or Room Circle GmbH or their representatives and, in their absence, to take or have taken the necessary precautions to prevent consequential damage as far as possible and reasonable. In the event of failure to do so, the customer is liable for consequential damages.

The customer must tolerate any work necessary for the maintenance of the rented property at all times. If the customer refuses the craftsmen access to the rented property, the customer may be held liable for any additional costs and consequential damage.

### **7.2. Maintenance Obligation of the customer**

1. Pipe Maintenance Responsibility
  - a. The customer acknowledges and agrees that the responsibility for the maintenance and unblocking of kitchen and bathroom pipes lies with the Tenant during the lease period.
  - b. To prevent blockages, the customer must always use the sieves (if applicable) to catch the food or hair before going down the drain. Any food waste or hair in the sink/bathtub/shower/sieve must be cleaned immediately.
  - c. In the event of a pipe blockage, the customer is responsible for promptly addressing the issue either by personally clearing the blockage or arranging for professional services.
2. Personal unblocking
  - a. The customer may attempt to clear blockages using chemicals or a long brush.
  - b. Under no circumstances may the customer unscrew or dismantle the pipes in an attempt to resolve a blockage.
3. Professional unblocking
  - a. If the customer is unable to clear the blockage personally, the customer agrees to hire a professional plumbing service at their own expense.
  - b. The customer must ensure that the blockage is resolved promptly to prevent any damage to the property.
4. Move-in and Move-out responsibility
  - a. If the water drainage is slow or blocked upon moving in, this must be reported to the landlord immediately, at latest within 5 days.
  - b. Upon moving out, it is the responsibility of the customer to ensure that all pipes in the kitchen and bathroom are clear and running smoothly.
  - c. If the water drainage is slow or blocked during the move-out inspection, the customer agrees that a professional plumbing company will be hired to unblock the pipes.
5. Cost sharing
  - a. In the event that a professional plumbing service is required, the costs incurred will be borne by the customer(s) residing in the apartment at the time of the blockage or move-out.
  - b. The total cost will be divided equally among the customers, and each customer is responsible for their respective share, regardless of how much they use the kitchen or bathroom.
6. Notice to landlord
  - a. The customer agrees to promptly inform the landlord of any pipe blockages or drainage issues.
  - b. The landlord reserves the right to inspect and assess the situation before any professional services are hired.

## **8. Renovation Work and Structural Changes**

### **8.1. Renovation Work and Structural Changes by Room Circle GmbH**

Renewals and changes to the rented property are only permitted without the customer's consent if they are reasonable for the customer. Such work is also permitted during an extension without the customer's consent. The customer's claims for rent reduction and damages remain reserved.

Alterations, renovations and new installations, in particular significant interventions, which impair the use of the rented property or result in a change to the contract (e.g. rent increase), must be announced in good time.

The customer shall guarantee the craftsmen and suppliers access to the rented property until the completion of the construction work and the rectification of warranty defects.

During the work, due consideration shall be given to the customer. No work may be carried out during Sundays and public holidays and, as a rule, during the usual hours of rest.

### **8.2. Renovation Work and Structural Changes by the customer**

Renovations and changes in and to the rented property require the prior written consent of Room Circle GmbH. The same applies to the installation of equipment and devices outside the rented property (e.g. blinds, signs, posters, showcases, antennas, parabolic mirrors, etc.) as well as the modification of existing equipment and devices. If renovations and changes to the rented property, which have been approved in writing by Room Circle GmbH and initiated and paid for by the customer, represent a substantial added value after the end of the Tenancy Agreement, Room Circle GmbH can take over these by financially compensating the added value. However, there is generally no claim for compensation against Room Circle GmbH. At the request of Room Circle GmbH, the original condition must be restored at the customer's expense. Restoration work must be completed by the last day of the rental period at the latest.

The maintenance and replacement of all changes made by the customer shall be his responsibility during the rental period. Any additional costs incurred as a result of the alteration, for example an additional building insurance premium, shall be borne by the customer.

In the event of major changes to the rented property, the customer must secure an amount (blocked account, bank guarantee, etc.) corresponding to the expected total costs before work begins. If the customer does not secure the corresponding amount and a building craftsman files a building craftsman's lien, the customer is obliged to provide security immediately. In the event of failure to redeem a builder's lien within one month, Room Circle GmbH is entitled to extraordinarily terminate the Tenancy Agreement.

### **8.3. Private Appliances**

The use of private appliances with a water connection in the rented property (washing machines, tumble dryers, dishwashers, etc.) is only permitted with the written consent of Room Circle GmbH. Installation must be carried out exclusively by licensed plumbers.

The connection of private appliances (fridges, chest freezers, etc.) in the basement or attic compartment to the general electricity supply is only permitted with the written consent of Room Circle GmbH. The installation must also be carried out exclusively by a licensed installer. In these cases, Room Circle GmbH is entitled to charge the customer a monthly flat rate for water or electricity in addition to the agreed rent.

## **9. Community Rules**

### **9.1. Rules of the Residential Community**

To keep the residential community attractive for all members and to ensure a trouble-free use of the rented properties and the common areas, the following rules of the residential community must be observed:

- Electricity, water and all other resources must be used sparingly.
- All living spaces must be regularly ventilated briefly and vigorously.
- If no one is present in the inhabited rooms, the light must be switched off.
- Smoking is strictly prohibited in all premises. Smoking is only permitted outside or on the balcony. Cigarette butts must not be thrown on the floor and any rubbish must be disposed of properly.

### **9.2. Privacy**

The privacy of each member of the residential community must be respected at all times. This includes in particular, but not exclusively:

It is forbidden to enter the rented property of a member of the residential community without his/her permission. It is forbidden to open the mail of another member of the residential community.

The customer and each member of the residential community must respect the property of the other members of the residential community. This applies in particular (but not exclusively) to food, supplies and consumables in the common areas.

### **9.3. Household and Waste Disposal**

Household materials not provided by Room Circle GmbH must be organised by the customer and/or other members of the residential community. The following applies with regard to rubbish disposal:

Rubbish may only be disposed of in the intended rubbish bags (Zürisack, etc.).

Rubbish must be disposed of immediately when the rubbish bag is full. Full rubbish bags may not be stored in the common areas, individual rented properties or on the balcony.

The rubbish must be separated. Glass, aluminium as well as PET bottles must be disposed of at the designated drop-off points.

Cardboard boxes must be disposed of in accordance with the valid collection schedule, unless other instructions are given. The collection schedule can be found in the rented property.

All members of the residential community are jointly responsible for the correct disposal of the rubbish.

### **9.4. Regular Cleaning**

A tidy, clean and comfortable environment promotes general well-being and communication between the members of the residential community. Each member of the residential community is responsible for the hygienic care of the common areas and their own rented property. The members of the residential community organise the regular cleaning within the framework of the House Rules independently of Room Circle GmbH.

### **9.5. Kitchen**

The following rules apply to the kitchens:

- After each use of the kitchen, it must be properly cleaned and tidied.
- Washing up must be done immediately after cooking and leftovers must be properly stowed away or disposed of.
- After cooking, the hobs, work surfaces and sink must be cleaned properly.
- Before a longer absence of individual or all members of the residential community (more than two [2] weeks), all perishable food leftovers must be consumed or disposed of properly.

#### **9.6. Bathroom**

The following rules apply to the bathrooms:

- After showering or bathing, the bathroom must be thoroughly aired.
- After using the toilet, the toilet must be cleaned with the toilet brush.
- Empty shampoo, deodorant, make-up and/or other containers etc. must be disposed of immediately and properly.

#### **9.7. Guests**

Guests are welcome in the residential community. Hospitality is important for the well-being of the members of the residential community and is supported by Room Circle GmbH. In order to maintain the joy of welcoming guests, the following rules are to be observed:

- The host member of the residential community bears full responsibility for his/her guests.
- If guests stay overnight, the consent of all members of the residential community and the written consent of Room Circle GmbH is required. Each member of the residential community can notify Room Circle GmbH via the group chat if guest visits are intended. Room Circle GmbH is eligible to charge a solidarity fee from the host.

#### **9.8. Breach of Community Rules**

These GTC are supplemented by community rules, which form an integral part of the Tenancy Agreement. Anyone who seriously and repeatedly violates these GTC, the Tenancy Agreement and/or the Community Rules and if the written reminder remains unsuccessful within the period set by Room Circle GmbH, this may result in premature termination with two (2) weeks' notice to the end of a month in accordance with Art. 266e OR.

## **10. End of Rental**

### **10.1. Check-out**

Check-out 11:00. The latest check-out time is scheduled for 11:00 on the final day of your rental contract at a location defined by Room Circle GmbH, unless otherwise mutually agreed upon by both parties. When concluding your rental period, you have three options for returning the keys:

- Hand over the keys to a Room Circle GmbH staff member or their authorized representatives.
- If applicable you can self-check-out by utilizing a corresponding security key box.
- Dropping the keys off at a designated office.

### **10.2. Return of the Rented Property**

The rented property and the inventory shall be returned in good condition, considering the wear and tear or changes resulting from the contractual use and the condition at the start of the rental period. The return of the rented property, which has been carefully cleaned and cleared of all personal belongings of the customer, shall take place with all keys according to local usage, but no later than 11.00 a.m. on the last day of the rental period.

If the return takes place before the end of the agreed rental period, the customer is not entitled to a refund. After returning the keys, the customer automatically waives the right to use the rented property.

If the rented property is not returned properly, Room Circle GmbH is entitled to have an official report taken at the customer's expense to preserve evidence.

In the event of late return of the rented property by the customer, the customer is obliged to pay a penalty of CHF 250 per day (24 hours) of delay. Payment of the penalty does not release the customer from the obligation to return the rented property at the agreed time. Room Circle GmbH reserves the right to claim further damages against the customer.

Room Circle GmbH must immediately notify the customer of any defects for which the customer is responsible. Room Circle GmbH can also assert claims against the customer at a later date for defects that were not recognisable despite the usual inspection upon return. It must notify the customer immediately if it discovers such defects.

### **10.3. Final Cleaning**

The final cleaning process varies according to your specific Tenancy Agreement. There are three available variants. If no variant is specified in the Tenancy Agreement, Variant 1 applies by default.

- Variant 1 – Customer is responsible for final cleaning:

If Variant 1 applies, the customer is responsible for the final cleaning and to complete it themselves. The final cleaning must be carried out professionally and finalized by the end of the rental period. The final cleaning encompasses the professional cleaning of textile floor coverings within the rented property. The customer is obliged to thoroughly clean the rented property, including frequently used areas such as windows, window frames, roller shutters, mirrors, blinds, balconies, terraces, personal spaces in the kitchen (cupboards, fridge, and defrost freezer), and the bathroom, including drains. After final cleaning, the customer must capture images or record a video, which shall be submitted to Room Circle GmbH or their representative for approval.

- Variant 2 - Customer is responsible for final cleaning with cleaning fee:

If Variant 2 applies, the customer is responsible for the final cleaning but obliged to pay a cleaning fee. A professional cleaning company will handle the final cleaning of the rented property on behalf of the customer. The customer is only responsible for the key handover and not the cleaning process.

- Variant 3 - Room Circle GmbH is responsible for final cleaning:

If Variant 3 applies, the final cleaning is included in the Tenancy Agreement at no additional charge. Room Circle GmbH takes the full responsibility for the final cleaning. The customer is only responsible for the key handover.

#### **IV. Services of Room Circle GmbH**

##### **1. Scope of Services**

Room Circle GmbH offers customers various services that are included in the Tenancy Agreement and covered by the agreed rent. The type of services included is shown both in the Online Shop and in the Tenancy Agreement and can be, for example (non-binding and exemplary list):

- Standard Furnishing: Bed, wardrobe, desk, chair, lamp
- Additional Furnishing: Pillow, blanket, bedsheets, light bulbs
- Flat expenses: High Speed Internet
- Domestic appliances: Vacuum cleaner, Microwave
- Maintenance requests
- Maintenance: general wear and tear repairs
- Weekly cleaning of the common areas (between 9:00 to 18:00, without fixed date)

This service includes cleaning of surfaces and of the floor in the living room, bathroom(s) and kitchen (excluding dishes, ovens, microwaves, cupboards, etc.). The customer remains responsible for the removal of trash bags and tidying up of personal belongings. In case of excessive amount of trash and/or dirt, additional charges for cleaning may apply to the customer. Cleaning dates may vary due to public holidays or other circumstances beyond the control of Room Circle GmbH. To increase the efficiency of the cleaning process, all customers are requested to prepare the rented properties for cleaning and to keep their valuables safe.

##### **2. Additional Services**

Room Circle GmbH is pleased to offer a range of additional and consulting services beyond the scope of the Tenancy Agreement. These supplementary services are designed to enhance your overall experience and address various needs that may arise during your tenancy. The costs associated with these services will be invoiced separately to the customer at a competitive rate of CHF 200 per hour.

Examples of Additional Services:

- Tenant Search Assistance: Should you require support in finding a new tenant, Room Circle GmbH can provide valuable assistance. This includes creating compelling advertisements, organizing property viewings in your absence, and facilitating the entire tenant selection process.
- Apartment Search Support: If you are in need of a new apartment, Room Circle GmbH can guide you through the search process. From identifying suitable properties to accompanying you on viewings, our team is dedicated to helping you find the ideal living space.
- Recommendation Letter Composition: In the competitive rental market, a well-crafted recommendation letter can make a significant difference. Room Circle GmbH can assist in composing a compelling letter that highlights your strengths and facilitates a positive response from potential landlords.
- Transportation Assistance (Moving-In/Out): Transitioning to a new residence can be challenging. Room Circle GmbH offers support with the logistics of moving, including transporting belongings, coordinating moving-in or moving-out procedures, and alleviating the stress associated with the relocation process.
- Baggage Transportation: To make your moving experience more seamless, Room Circle GmbH can assist with the transportation of your bags and belongings. This service ensures a hassle-free relocation, allowing you to focus on settling into your new home.

For any of these additional services or customized consulting needs, please reach out to Room Circle GmbH, and our team will be delighted to provide further details and assist you accordingly.

### 3. Service Deposit and Refund

The customer pays a service deposit for the use of any services by Room Circle GmbH as part of the Advance Payment (see section II.4.1 et seq.).

The customer will receive the service deposit back after the return of the rented property and as soon as all outstanding invoices for the services provided by Room Circle GmbH have been settled.

For the refund of the service deposit, the customer must provide Room Circle GmbH with the following information upon first request:

- In case of reimbursement to a bank account at a bank in Switzerland: name of the account holder and IBAN number;
- In case of reimbursement to a bank account at a bank abroad: name of the account holder, address of the account holder, IBAN number, bank name, clearing number, BIC/SWIFT.

### 4. Complaints

If the services are not performed to the customer's satisfaction, feedback can be sent by e-mail to the following address: [info@room-circle.ch](mailto:info@room-circle.ch).

### V. Data Protection Declaration and Communication

Room Circle GmbH collects, processes and uses customer data in connection with the operation of the Online Shop and the conclusion of legal transactions via the Online Shop in compliance with the applicable data protection regulations.

For the processing of personal data by Room Circle GmbH, the Data Protection Declaration applies.

The customer agrees that Room Circle GmbH may contact him/her by telephone (including messaging applications such as WhatsApp, Threema, Telegram, Signal, WeChat or similar) or e-mail.

### VI. Ownership, Usage and Intellectual Property Rights

All intellectual property rights, in particular copyright and related rights, to the Online Shop (text, images, logos, trademarks, files, etc.) are the sole property of Room Circle GmbH or the respective rights holders.

The contents of the Online Shop may only be downloaded or copied for personal use. All changes to the contents of the Online Shop as well as the (complete or partial) reproduction, transmission (electronically or by other means), modification, linking or use of the Online Shop for public commercial or other commercial purposes are prohibited without the prior written consent of Room Circle GmbH or the third party owner of the corresponding rights.

### VII. Confidentiality

Either party to these GTCs may obtain access to confidential information from the other party in order to perform its obligations under these GTCs.

Subject to the provisions hereafter, each party shall keep the other party's confidential information confidential and shall not disclose the other party's confidential information to any third party or use the other party's confidential information for any purpose other than the performance of any legal relationship entered into through the Online Shop.

Each party shall use reasonable endeavours to ensure that the other party's confidential information to which it has access is not disclosed or disseminated by its employees or agents in breach of the provisions of these GTC and any legal relationship entered into through the Online Shop.

A party may disclose confidential information to the extent that such confidential information is required to be disclosed by law, by a governmental or other (regulatory/administrative/etc.) authority or by a court or other competent authority, provided that, to the extent permitted by law, it gives the other party as much notice as possible of the disclosure and provided that notice of the disclosure is not prohibited.

Neither party shall be responsible for the loss, destruction, alteration or disclosure of confidential information by third parties.

Room Circle GmbH acknowledges that personal data is the customer's confidential information. This personal data is subject to section V of these GTC and the separate Data Protection Declaration of Room Circle GmbH.

The receiving party's obligations of confidentiality under this section shall not apply to information that:

- are or become public knowledge otherwise than by an act or omission of the receiving party;
- were lawfully in the possession of the other party prior to disclosure; or
- disclosed to the receiving party by a third party lawfully and without restriction on disclosure.

Room Circle GmbH may use aggregated and anonymised data for statistical and marketing purposes.

The provisions of this section shall survive the termination/expiry of any legal relationship concluded via the Online Shop.

#### **VIII. Disclaimer**

Room Circle GmbH makes every effort to provide current and accurate information in the Online Shop. However, no guarantee or liability can be assumed for the correctness, completeness, up-to-dateness and accuracy of the information and details provided. The use of the Online Shop is at the risk of the customer. The contents of the Online Shop may be changed at any time. Room Circle GmbH cannot guarantee the availability of the Online Shop.

To the extent permitted by law, Room Circle GmbH disclaims liability for damages or consequential damages (including, without limitation, anticipated and unrealised cost reductions, loss of use, lost profits or other revenues, loss of data, damages resulting from downloads, etc.) arising out of access to or use of the Online Shop (or the inability to access or use it).

Liability for associates within the meaning of Art. 101 OR is completely excluded. If the associate is in the service of Room Circle GmbH, liability for negligence is excluded.

#### **IX. Force Majeure**

Room Circle GmbH shall not be liable to the customer if it is prevented from performing or delayed in performing its obligations arising out of the use of the Online Shop or legal transactions entered into through the Online Shop by any act, event, omission or accident beyond its reasonable control, including – but not limited to – strikes, lockouts or other collective labour disputes (whether involving Room Circle GmbH's or any other party's workforce), failure of a utility service or transport or telecommunications network, malicious software (e.g. virus attack), force majeure, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or instruction, accident, breakdown of plant or machinery, fire, flood, epidemic/pandemic, storm or default by suppliers or subcontractors, provided that the customer is given reasonable notice of such event and its expected duration.

#### **X. Third Party Rights**

With the exception of permissible assignments, these GTC do not transfer any rights to persons or parties other than the customers and Room Circle GmbH and, if applicable, their legal successors in accordance with the applicable Swiss (tenancy) law provisions.

#### **XI. Authoritative Version, Amendments and Supplements to the GTCs**

The version of these GTC in force at the time of the booking in the Online Shop shall apply in each case, which cannot be changed unilaterally for this booking. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognised.

Changes or additions to these GTC must be made in writing and signed by the customer and Room Circle GmbH (or their respective authorised representatives) in order to be effective.

**Room Circle GmbH reserves the right to adjust prices, its services and the GTC at any time.** Room Circle GmbH will notify the customer of any changes in an appropriate manner (e.g. by e-mail) or, if necessary, in the legally required form (e.g. by means of an officially approved form).

**XII. No Waiver**

The failure or delay of any party to these GTC to exercise any right or remedy under these GTC or under the law shall not constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. This does not include any right or remedy the exercise of which is subject to statutory time limits.

**XIII. Entire Agreement**

Unless otherwise agreed in a separate agreement between Room Circle GmbH and the customer, the conclusion of a legal transaction via the Online Shop together with these GTCs constitutes the entire agreement between the parties and supersedes and cancels all prior agreements, promises, representations, warranties and understandings between them, whether written or oral, with respect to its subject matter.

The entire agreement can only be suspended, amended, cancelled and/or changed by a separate written contract between Room Circle GmbH and the customer.

**XIV. Severability**

Should any provision of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an agreement negotiated in good faith between the parties to these GTC that comes as close as possible to what the parties intended economically with the invalid provision. The same applies to a loophole in these GTC.

**XV. Applicable Law and Jurisdiction**

**1. Applicable Law**

All disputes and/or claims arising out of or in connection with the use of the Online Shop and the conclusion of all legal transactions via the Online Shop (including the Tenancy Agreement as well as every other non-contractual disputes and/or claims) shall be governed exclusively by Swiss law (excluding all conflict of law rules and the provisions of the CISG).

**2. Place of Jurisdiction**

The place of jurisdiction for all disputes and/or claims arising from or in connection with the Tenancy Agreement and/or the House Rules is the location of the respective rented property.

The exclusive place of jurisdiction for all disputes and/or claims arising from or in connection with the use of the Online Shop and the services of Room Circle GmbH is the ordinary courts of the city of Zurich (District 11), Switzerland.