

General terms and Conditions

The Present general terms and conditions govern the legal relations between smartroom.ch GmbH and their customers (hereinafter referred to as Guest / Guests).

The general terms and Conditions apply to all offers and services of Smartroom.ch GmbH, but in particular to the respective lease of an apartment of Smartroom.ch GmbH.

By sending the electronic booking request or at the latest upon receipt of the written booking confirmation / accommodation contract, the guest agrees fully with the terms and conditions of Smartroom.ch GmbH. The general terms and conditions are available at www.smartroom.ch and are handed over to the guest upon conclusion of the contract.

1 Subject matter

1.1 Smartroom.ch GmbH leaves the respective apartment for private use to the guest; Business use requires the prior written permission of Smartroom.ch GmbH

1.2 In an apartment only as many persons may be accommodated as agreed in the contract.

1.3 The guest accepts that the apartment in question, including furnishing, remains in the possession of Smartroom.ch GmbH.

1.4 The accommodation contract in writing is valid for the apartment booked in advance; If you change to another apartment, a new accommodation contract will be made.

2. Duration of contract and termination / renewal / Cancellation

2.1 The duration and beginning of the accommodation shall be determined in writing in the accommodation contract.

2.2 In the case of an unlimited contract (minimum duration 1 month), a notice can be made via Post or E-Mail up to 14 days before check out date. If the 14-days is not kept, the notice period will be calculated.

2.3 The amount of at least 14 days is payable even if an apartment is not purchased or if the cancellation is cancelled outside of the cancellation periods.

2.4 In the case of fixed-term contracts, the agreed accommodation price is payable for the entire duration. An early termination of the contract is only possible with the consent of Smartroom.ch GmbH

2.5 An extension in the case of fixed-term contracts is only possible upon request/agreement and with appropriate availability.

2.7 The apartment must be handed in a tidy and clean condition and any coarse dirt may be charged later.

3. Payment and Credit card debit

3.1 Unless otherwise agreed, the amount must be paid before the receipt of the key. For an accommodation period longer than one month, the new amount must be paid before the beginning of the accommodation month.

3.2 In the case of failure to comply the rules referred to in paragraph 3.1, smartroom.ch GmbH reserves the right to change the door lock code for the key card or to replace the door lock at the guest's expense and not to return the new key card or key to the guest until the entire claim has been paid.

3.3 If the amounts owed are not paid in due time within the specified period on the invoice, smartroom.ch GmbH is entitled to withdraw from the contract, i.e. to cancel the booking and to provide the guest with access to the apartment. Deny. If the guest does not pay a due amount during a stay, he is in default from the date of payment. Smartroom.ch GmbH will ask the guest to transfer the amount owed within 5 days. If the grace period is not complied with, smartroom.ch GmbH is entitled to cancel the booking immediately, which means that the guest loses the right to live in the apartment and he has to check out immediately (within one day). Dunning fees as well as interest on arrears can be settled retrospectively.

3.4 The guest is obligated at the booking confirmation to inform the Smartroom.ch GmbH of his credit card details and declares with his signature in the accommodation contract expressly agrees that any arrears of payment within 2 days after Be debited from his or her card account.

3.5 Unless otherwise agreed, smartroom.ch GmbH is entitled to charge the invoice amount (Maximum 1 Month) on the day of arrival of the credit card.

3.6 The same applies in principle to necessary post-cleaning and damage caused by the guest. In any case, the guest will be notified beforehand. Smartroom.ch GmbH reserves the right, in such cases, to calculate a one-time compensation for the effort accordingly.

3.7 For bookings by phone or e-mail only payment by credit card or in advance by bank transfer is possible. A cash payment at check in is only possible on request.

4. Check-in and Check-out

4.1 In Principle the following references are: Check in: From 14:00pm and check out until 11:00am. Special request must be communicated in advance and confirmed by the smartroom.ch, but in any case subject to availability.

Without this agreement, an additional daily fee will be charged when the guest is leaving the apartment after 11 o'clock.

4.2 All apartments are checked for cleanliness, defects or damage before arrival. Should the guest have (contrary to expect) complaints, he must immediately report this to our reception / hotline.

5. Use

5.1 The is obligated to avoid any improper use of the apartment and the furnishings. Washing machine and dryer are to be handled carefully, especially cleaning the filters.

At contravene, smartroom.ch GmbH reserves the right to claim any liability claims against the guest / tenant.

5.2 In case of loss of the key card or key, the guest will receive a new card or a new key card against a payment of CHF 200.00

5.3 The guest is obligated to take due account of the other roommates in the use of his apartment and to observe the House Rules.

5.4 The guest is not allowed to subrent the respective apartment to third parties or to use it.

5.5 The keeping of pets in the respective apartment is only permitted after prior written permission from Smartroom.ch GmbH. An extra charge can be made.

5.6 The staff of the cleaning service has the permission to enter the apartment (even if the guest is absent) for cleaning purposes. The same applies to our house technicians in case of necessary repairs. And visits with new prospects.

5.7 It is not allowed to make changes in the apartment.

5.8 Smoking is prohibited in the apartment as well as in the public areas of the house. In case of breach, repairs and cleaning costs can be charged.

6. Service

6.1 The respective apartment is cleaned at least once a week according to the location. The basic cleaning includes the superficial cleaning of the apartment, kitchen and bathroom (if available) and change of bed and sheets changed. Private items are not cleaned up. The location in Brugg, Bremgarten and Baden offers this service only at an additional cost. The final cleaning is included in the accommodation, in case of heavy contamination and excessive pollution, this additional cost can be charged retrospectively.

6.2 Waste bags are disposed of by the cleaning service. It is not permitted to deposit filled bags in front of the apartment in the hallway, staircase or balcony.

6.3 It may be that the property is monitored to ensure security as well as to protect the personal property video. The images are treated according to the prescribed data protection guidelines and are only handed over to the authorities in cases of suspicion.

7. Internet

Smartroom.ch GmbH offers a business wireless LAN connection at all locations. In case of failure or impairment of the connection the guest cannot demand a reduction on the rental price. Further claims of the guest from the operation or non-operation of the Internet are expressly excluded.

8. Insurance

8.1 The guest is not insured by smartroom.ch GmbH against possible risks from the accommodation (accident, illness, loss of ownership by water, fire, theft, etc.).

8.2 We therefore strongly recommend that our guests take out a corresponding insurance policy.

9. Authorities

9.1 In the case of a booking period of 12 weeks or more, the guest is obliged to register with the respective competent authorities (municipality, district office, post Office, etc.) within 14 days after the arrival and to unsubscribe again.

10. Right of Access

10.1 All personnel of Smartroom.ch GmbH are entitled to enter the apartments at any time without notice of reasons. The guest is aware that the employees of Smartroom.ch GmbH have the necessary keys. The guest is not allowed to refuse access to the apartment to the employees of Smartroom.ch GmbH.

11. Jurisdiction

11.1 The accommodation contract is subject to Swiss law.

11.2 The place of jurisdiction is at the headquarters of Smartroom.ch GmbH

12. Changes and additions to the GTC

12.1 Changes or additions to the GTC can be made at any time by Smartroom.ch GmbH without prior notice.

Stand January 2020