

## General Terms and Conditions

To facilitate a fair partnership between the guest and Aparthotel Ferrari as well as between the guests, the parties to the contract agree to the following terms and conditions.

### 1 General points

#### 1.1 Subject matter of the contract

##### 1.1.1

Aparthotel Ferrari leaves the guest the booked room for private use. Only as many people as agreed upon are allowed to lodge in the room. It is prohibited for the guest to rent the room to a third party or to leave it for a third party. Likewise, it is prohibited to use the room/apartment for business purposes with customer contact.

An existing contract can be extended (without guarantee of availability). In case of an extension or a change to another room, a new contract with new conditions is issued.

The house rules are integral part of the General Terms and Conditions.

#### 1.2 Services

##### 1.2.1

Aparthotel Ferrari is obligated to provide the booked room at the agreed time and to render the promised services.

In case of overbooking Aparthotel Ferrari reserves the right to transfer the beginning of the contract of accommodation to the next available date. In doing so, liability for possible damage claims of the guest is excluded. Though Aparthotel Ferrari is obligated to prevent overbookings as far as possible.

#### 1.3 Disregarding of the General Terms and Conditions

If the general terms and conditions are disregarded, Aparthotel Ferrari reserves the right to warn the guest, lock his key, evict the guest from the room and remove the guest's personal belongings from the room.

#### 1.4 Check in

Check in time needs to be agreed on the latest 2 hours before the arrival (0041 79 133 15 13).

##### **Check in: Daily, time by agreement**

At the first day of your stay the keys are handed over in person.

The guest will receive an entrance report with possible comments on the condition of the room. The guest has a period of three days to report possible disagreements with the entrance report to Aparthotel Ferrari. After that time period the conditions of the room as noted in the entrance report are automatically accepted by the guest.

In case of a stay longer than 90 days, it is mandatory for the guest to register with the city of Pfäffikon ZH, department of residents, Hochstr. 1, 8330 Pfäffikon ZH, within 14 days of moving in.

#### 1.5 Check out and final cleaning

##### **Check out: Daily, time by agreement**

The guest has to leave the room in neat condition.

Waste and recycling items need to be disposed by the guest and kitchen utensils need to function and be clean. Required additional cleanings are charged to the guest.

Possible damages need to be reported to the management the latest at check out. Damages are charged to the guest.

If the check out of the room is delayed, additional daily rates are charged. In any case the guest needs the agreement of Aparthotel Ferrari.

The final cleaning is stated in the contract with Aparthotel Ferrari.

#### 1.6 Keys

Every guest receives a house key, a mailbox key as well as a key to the appendant lumber-room. If keys are lost all cost for their replacement and the changing of the cylinder are charged to the guest.

The cost for this is in the following range:  
replacement of the key: from ca. CHF 100.  
Changing of the cylinder: CHF 600.

#### 1.7 Right to access

Aparthotel Ferrari has the right to access the room without the guest being present for the weekly cleaning or for announced maintenance work.

Aparthotel Ferrari has the authorization to show the room to potential new guests with terminated or temporary contracts. The guest has to report in case he does not wish to let Aparthotel Ferrari show the room in their absence. In this case, an appointment for a viewing will be agreed on. The viewings are usually conducted Monday to Friday between 9:30am and 7:30pm or Saturday between 1pm and 5pm.

#### 1.8 Terms of contract

##### 1.8.1 Monthly cost

###### *1.8.1.1 In the monthly cost included services*

- Administrative costs
- Heating cost (fuel, electricity for pumps and burners, periodic burner service, tank revision, disposal of waste and recreation, cost for the operation of the heating facilities as well as cost for the reporting of the meter reading)
- Cost for the hot water (incl. decalcification of the boiler), cost for water and sewage water
- Electricity
- Waste fee (excl. chargeable garbage bags)
- Use of the radio, tv and internet infrastructure (incl. hook-up fee); excl. additional private connections; excl. telephony)
- Usage fee (cable, incl. copyright fee)
- Use of the shared kitchen and laundry room, separate lumber-room.
- Caretaking of the building, garage, path and parking area (incl. social contributions), staircase, shared rooms (kitchen, hallway etc.).

###### *1.7.1.1 In the monthly cost not included services*

- Use of the washing tower (washing machine/dryer)
- Mandatory thorough final cleaning by the in-house staff (CHF 240)
- Chargeable garbage bags (can be purchased at a supermarket)

- Additional services like “additional room cleanings per week” or “laundry services (sheets, kitchen- and bathroom towels Aparthotel Ferrari, private laundry)”

### 1.8.2 Security deposit

For stays, a security deposit of 15-60 days is left at Aparthotel Ferrari. During this time it will not yield interest. The security deposit needs to be transferred for the booking to be definite. With contracts of a minimum of 90 days and if the guest's domicile is in Switzerland, it is possible to put the deposit in a renters security deposit account of Raiffeisen association in the name of the guest.

The guest allows Aparthotel Ferrari to settle claims of outstanding accounts (e.g. unpaid invoices, settlements resulting from damages) with the security deposit. If there are no settlements from Aparthotel Ferrari toward the guest, the balance of the security deposit will be transferred to the guest's bank account within 30 days.

### 1.8.3 Termination policy

#### 1.8.3.1 Limited contracts

Limited contracts with a fixed term cannot be terminated. Without renewal it expires automatically at the end date. A renewal needs the agreement of Aparthotel Ferrari as well as a new contract.

#### 1.8.3.2 Unlimited contracts

Unlimited contracts can be terminated with a notice of three months at the end of a month with the exception of July and December. The termination has to be made in writing and has to be arrived at Aparthotel Ferrari before the start of the notice period. With an untimely termination – the minimum stay is 9 months – the guest has to pay the cost until the transfer to another guest or at the most until the end of the notice period. In this case Aparthotel Ferrari has the right to claim charges for inconvenience of 20% of the monthly cost (incl. service).

### 1.8.4 Cancellation policy

- For cancellations that take place 30-45 days before the start of stay 50% and 15-30 days before the start of stay 75% of the cancelled contract (excl. security deposit) is charged.
- For cancellations within the last 14 days before the start of stay as well as no-show the full price of the contract (excl. security deposit) is charged.
- With cancellations the security deposit is refunded in any case.

## 1.9 Payment policy

### 1.9.1 Monthly cost

- The monthly cost has to be paid by the last working day of the previous month (e.g. payment on the last working day of June for the upcoming month of July).
- The monthly cost has to be transferred to the bank account of Aparthotel Ferrari. Account information: “CH08 8147 1000 0062 7151 9, Raiffeisenbank Zürcher Oberland, 8610 Uster, Bankclearing: 81471. The bank account is in the name of Manuela and Nicola Ferrari, Florastr. 33, 8620 Wetzikon”.
- Only with urgent payments cash is accepted. With payment through the counter of a post-office, bank or the online provider PayPal the fees are charged to the guest. Aparthotel Ferrari is authorized to charge these fees to the

guest. Fees from payments from abroad and/or from accounts in foreign currency are charged to the guest.

- In the monthly cost not included additional services are charged separately. For the payment of the additional services the same payment policy as for the monthly cost applies.

### 1.7.1 Federal Value-Added Tax (VAT) and community tax

Generally, a value-added tax of 3.7% needs to be paid for accommodation and the respective services. These taxes are included in the monthly cost. Exoneration of the value-added tax is only possible if the guest has his domicile at our address or if the guest has his domicile in Switzerland and is registered as a weekly resident. In this case a service tax of 7.7% has to be paid. Likewise, the fees for private tv and radio reception (charged through Serafe AG) become due. In this case a new accommodation contract with the cost for the services listed is issued.

## 1.10 Liability

The guest and his personal belongings are not insured within risk of accommodation at Aparthotel Ferrari. Risks of accommodation are for example accidents (in particular fall down the stairs, accidents due to insufficient snow removal and accidents as a result of incorrect operation of the provided devices, kitchen elements and laundry towers), illness, theft, water and fire. **The guest is obligated to show private liability insurance that would cover possible damages at Aparthotel Ferrari at the latest 10 days after moving in. Otherwise the guest is obligated to procure private liability insurance with the insurance partner of Aparthotel Ferrari approx. CHF 126/year for a single person).**

The guest is obligated to avoid any improper usage of the room and the furnishings. For all damages as a result of lack of care, smoking and improper usage the guest is fully liable. In case of violation, Aparthotel Ferrari reserves the right to claim liability toward the guest.

In particular the guest needs to pay the cost for the fire department in case of a false alarm initiated by carelessly generated smoke development like smoke from a candle, cigarettes, burnt food etc.

Aparthotel Ferrari is not liable for damages using the internet (e.g. spam, viruses or breakdown of the internet connection). Although Aparthotel Ferrari does everything to offer 100% internet, tv and radio connection as much as possible, interruptions and breakdowns can still occur. The guest cannot claim a refund. The guest is obligated to protect their own devices from malware to prevent that spam and viruses are sent through the network of Aparthotel Ferrari. Aparthotel Ferrari reserves the right to exclude a guest from the network.

## 1.11 Legal validity

This accommodation contract is governed by Swiss law. Place of jurisdiction for all legal disputes is Pfäffikon ZH.

## 2 House rules

### 2.1 General conditions

In the interest of good relations among the guests everyone makes a commitment to mutual

consideration. Every guest respects the personality and the personal belongings of the other guests. Theft, damage to property, harassment or violation of the house rules can result in immediate termination. The guest has the right to use the laundry room and the common kitchen, though without a guarantee that the infrastructure is not already occupied. The guest has to consider the needs of other guests when using the infrastructure.

Regulations and manuals of the appliances need to be carefully noted. Damages as a result of careless or incorrect use are charged to the causer.

Damages and reparations need to be reported in writing to info@aparthotel-ferrari.ch.

The house rules are an integral part of the General Terms and Conditions.

### 1.7 Emergencies

For medical or other emergencies, the medical emergency number (phone no. 144) or the police (phone no. 117) should be contacted.

**Disruptions of the in-house facilities should be reported by e-mail (info@aparthotel-ferrari.ch) or by phone (phone no. 079 133 15 13).** In case of an emergency (electricity, heating, plumbing) you can also reach Aparthotel Ferrari with this number: 043 300 28 58.

Repairs are conducted by the relative urgency from Monday to Friday between 8am and 5pm.

For special actions caused by the guest a contribution to expenses of CHF 120 per hour is charged.

### 1.8 Sleeping hours and noise

Sleeping hours are effective Monday to Sunday from 10pm to 7am. Parties and the like are prohibited.

Conversations and audioplay – stereo system, radio and tv - need to be operated at low volume at all times.

### 1.9 Moisture and daily airing of the room

The guest is obligated to air the room twice a day with fully open windows for ca. 10 Minutes (shock ventilation). The guest is liable for damages from condensation and mold formation (e.g. as a result of only tilted windows).

It is prohibited to dry laundry in the room and place furniture directly at the outer walls (risk of mold formation).

### 1.10 Tidiness and hygiene

Food has to be stored hygienically. In case of failure to comply Aparthotel Ferrari reserves the right to charge the additional cost to the guest (e.g. clearing the floor, removing moldy foods). During the stay the contents of the cupboards, dishes, cutlery and kitchen utensils are not cleaned.

It is not allowed to change the condition of the room.

**It is not allowed to change the furniture and all surfaces (walls, floor, ceiling, door) with drills, stickers or other permanent methods.**

For safety reasons, the guest is not allowed to put objects on the outside windowsill.

### 1.11 Room cleaning

The mandatory weekly room cleaning takes place on Mondays between 1pm and 5pm (public holidays excluded). The cleaning staff will knock, wait a moment and then enter the room. The sequence of the room cleaning is: room no. 32, 31, 23, 22, 21, 13, 12, 11, 01; this sequence cannot be changed. For the

cleaning staff to be able to clean, the floor, the kitchenette, the windowsill and the bathroom need to be tidy.

**Aparthotel Ferrari does not assume any liability for the loss of personal items and recommends that the guest does not leave any valuables in the room during the cleaning.**

### 1.12 Smoking and fire

Smoking inside the building (incl. room) is strictly prohibited. Furthermore, for safety reasons it is not allowed to light candles. Smoking is only allowed outside of the Aparthotel at the ashtray. For possible violation of the smoking ban repairs will be charged to the guest (at least CHF 750).

### 1.13 Garbage

Garbage needs to be disposed in the container with „Pfäffiker garbage bags“ (available at supermarkets like Coop, Migros, Denner etc.).

Furthermore, consequent waste separation is required. Special waste (batteries etc.) and bulky items are not to be disposed in the container. Cardboard, used paper, glass, metal etc. can be recycled.

### 1.14 Shared kitchen and laundry room

The kitchen has to be left tidy and clean after every use. Before leaving the kitchen the stove, work surfaces, table and sink have to be cleaned, dishes have to be washed and put away.

Food items have to be put away and stored hygienically.

Aparthotel Ferrari reserves the right to remove food items that are lying around, moldy food items or kitchen tools.

In the laundry room there are laundry machines and a dryer available. It is prohibited to wash, dry or iron laundry in the room or the hallway.

### 1.15 Overnight guests

For an overnight stay the guest either pays a flat rate of CHF 5 per guest and night or by request we provide a mattress and slatted frame as well as sheets. For this service Aparthotel Ferrari charges CHF 100 per month.

### 1.16 Pets

The keeping of pets is only possible by agreement.

In such an agreement, the following agreements are regulated:

The pet cannot cause any disruptive noise (e.g. barking) or leave any unpleasant smells, especially dogs may not be left longer than 6 hours a day alone in the room; dogs are not allowed in the common rooms and outside of the room they need to be on a leash (hallway, parking lot etc.).

If these rules are violated Aparthotel Ferrari reserves the right to warn the guest and in case of recurrence to terminate the agreement to keep pets within a period of 0-30 days.

### 2.11 Parking spaces and snow removal

Cars, motorcycles and bicycles need to be parked on the designated parking spaces as agreed in the contract with Aparthotel Ferrari. Illegally parked vehicles will be towed at the cost of the owner. It is prohibited to store easily flammable material on the parking spaces.