

Wohntel

Living like in a hotel

Veltur 10 & 12
CH-9475 Sevelen SG
T. 0041 81 740 10 22
F. 0041 81 750 02 51

General
Terms and Conditions

General Terms and Conditions

Wohntel – Living like in a hotel

Veltus AG based in CH-9100 Herisau AR, Bahnhofstrasse 11, is the operator and trade mark proprietor of the trade mark “Wohntel – Living like in a hotel” Veltur 10 & 12 in CH-9475 Sevelen SG, Tel. 0041 81 750 02 57, Fax 0041 81 750 02 51. Veltus AG is an *Aktiengesellschaft* [public limited company] under Swiss law and is entered in the Commercial Register of the Canton of Appenzell Ausserrhoden under the number CHE-114.269.626.

The brand “Wohntel – Living like in a hotel” [hereinafter referred to as “Wohntel”] comprises two apartment blocks on the plot no. 2609 (Sevelen land register) and is divided into 18 one-room apartments, 27 two-room apartments and 3 two-room penthouse apartments.

I. Scope of Application

Section 1

The general terms and conditions set out below shall apply to all guest reception contracts which are concluded between Veltus AG [hereinafter referred to as “Veltus”] as the operating company of Wohntel – Living like in a hotel with third parties [hereinafter referred to as “Guest”].

Section 2

These T&Cs will be published on the website www.wohntel.ch accessible for anyone and a paper copy shall be provided to the Guest upon request.

Section 3

These terms and conditions shall also apply to all further deliveries and services of Veltus provided for the Guest.

Section 4

Subletting or re-letting and the use for any other than the agreed purpose are explicitly prohibited.

Section 5

Only the terms and conditions as presented here shall be a part of the contract. Any possible terms and conditions of the Guest are not accepted.

II. Conclusion of the Contract, Contractual Liability and Statute of Limitation

Section 6

By way of the signed confirmation, the Guest shall bindingly offer Veltus the conclusion of a guest reception contract on the basis of the offer.

Section 7

The contract shall be deemed to have been concluded by Veltus accepting the reservation – signed confirmation – made by the Guest.

Section 8

Should a new offer be submitted due to a phone or written request, the contract shall be deemed to have been concluded on the basis of this new offer.

Section 9

The booking must be available in writing.

Section 10

The Guest shall also book for all participants listed in the booking and shall guarantee for their contractual obligation, as the Guest does for their own obligations.

Section 11

The contracting partners shall be Veltus and the Guest.

Section 12

Should a third party have made a booking for the Guest, they shall – together with the Guest – be jointly and severally liable towards Veltus for any obligations arising from the guest reception contract if a corresponding third party declaration is available to Veltus.

Section 13

By concluding the guest reception contract, the contracting partners shall be obliged to perform the contract regardless of the duration for which the agreement has been concluded.

Section 14

The contract may not be cancelled unilaterally.

Section 15

Veltus shall be liable for their obligations which arise from the contract.

Section 16

In the area not typical of its performance, the liability shall be limited to intent and gross negligence on the part of Veltus.

Section 17

The period of limitation shall be limited to six months for all claims asserted by the Guest. These limitations of liability and the short period of limitation shall also apply for the benefit of Veltus in the event of a violation of obligations during the contract negotiations and in the event of a positive violation of the contract.

III. Services, Prices, Payment, Offsetting

Section 18

The prices agreed upon shall include the respective statutory value added tax (VAT).

Section 19

Should the period between the conclusion and the performance of the contract exceed four months and should the price generally charged by Veltus for such services increase, Veltus may increase the contractually agreed price by a reasonable rate, but by no more than 15%.

Section 20

Any changes in VAT shall be for the benefit or at the expense of the Guest regardless of the date on which the contract is concluded.

Section 21

All prices are in Swiss francs.

Section 22

Should the valid credit card details be missing for the booking in order to guarantee it, it shall be requested that an advance payment of the full (100%) price agreed upon be made.

Section 23

Should this advance payment not be credited to the Veltus account on the specified date, Veltus shall be entitled to withdraw from the contract.

Section 24

The withdrawal must be notified without any delay.

Section 25

Unless otherwise agreed upon between the parties in writing, the balance of the debt shall be paid by way of a transfer to the Veltus bank account no later than four days prior to arrival.

Section 26

Should the period between the conclusion of the contract and its performance be less than fourteen days, the full price shall promptly be due for payment.

Section 27

If an agreement was made upon the payment against invoice, the Guest shall settle the invoice no later than seven (7) days as from the date of invoice.

Section 28

Payment may exclusively be made in Swiss francs by transfer or with the following cards: MasterCard and Visa. With regard to occasional special offers, a WIR [independent complementary currency system in Switzerland] share shall also be accepted. All bank transfer costs are borne by the guest.

Section 29

The Guest may only offset or reduce a claim asserted by Veltus against an undisputed and legally established claim.

IV. Withdrawal of the Guest (Cancellation)

Section 30

Any and all withdrawals must be made in writing.

Section 31

The receipt of the declaration of withdrawal by Veltus shall be relevant. The withdrawal must be declared by indicating the booking number.

Section 32

In the event of a delayed cancellation or a no show, Veltus may assert a flat rate claim for compensation taking into account the following breakdown:

59 to 30 days prior to arrival	30%
29 to 22 days prior to arrival	60%
21 to 14 days prior to arrival	80%
as from 14 days prior to arrival	100%

Section 33

In this respect, the decisive factor for the price shall be the total shown in the confirmation.

Section 34

If the Guest has made a down payment, Veltus may deduct the claims for compensation from the down payment and retransfer the possible balance to the Guest.

Section 35

Should the offset down payment not cover the claims for compensation, the differential amount shall be invoiced by Veltus and promptly be due for payment.

Section 36

Leaves the guest during the booking period early, he has no claim against the Veltus AG for a refund of unused services. The early departure is considered a unilateral change in the score, which acquired no legal effect without consenting determination of Veltus AG.

V. Notice of Termination and Withdrawal by Veltus

Section 37

If the Guest's right to withdraw from the contract within a specific period was agreed upon in writing, Veltus shall be entitled during this period to withdraw from the contract if there are requests from other guests with regard to the contractually booked apartments and if the Guest does not waive their right to withdraw following a request of Veltus.

Section 38

Should an advance payment agreed upon not be paid in due time, Veltus shall also be entitled to withdraw from the contract.

Section 39

Furthermore, Veltus shall be entitled to give extraordinary notice of termination for the contract on objectively justified grounds if, for example:

force majeure or other circumstances for which Veltus is not responsible make the performance of the contract impossible;

apartments are booked by giving misleading or incorrect information of important facts, such as the identity of the Guest or the purpose;

Veltus has reasonable grounds to assume that using the services can jeopardise the smooth running of the business, the safety or reputation of Veltus in public, without this having to be attributed to the sphere of control and/or organisation of Veltus;

a breach of Section 4 of these general terms and conditions exists.

Section 40

In the event of a justified withdrawal of Veltus, the Guest shall not be entitled to assert a claim for compensation. The statutory provisions shall apply to any claims for compensation asserted by Veltus.

VI. Provision, Handover and Return of the Apartment

Section 41

The Guest shall not be entitled to the provision of a specific apartment.

Section 42

The booked apartment shall be available to the Guest as from 3:00 p.m. on the day of arrival agreed upon.

Section 43

The Guest shall not be entitled to an earlier availability of the apartment.

Section 44

On the day of departure agreed upon, the apartment of Veltus shall be vacated and made available no later than 10:00 a.m.

Section 45

After that time, Veltus may invoice 50% of the full price (list price) for the additional use of the apartment until 6:00 p.m. beyond the loss incurred hereby; as from 6:00 p.m. the full (100%) price may be invoiced. The Guest shall be free to prove to Veltus that no or a significantly lower loss was suffered by Veltus.

Section 46

To extend the period of the stay, Veltus shall promptly be contacted to make a new reservation.

Section 47

An implicit extension of the reservation shall be excluded.

Section 48

If the Guest fails to vacate the apartment in good time, this constitutes unlawful interference. Veltus shall be entitled to make use of the right of self-redress in this respect, to take over possession of the apartment and to temporarily store the possession brought by the Guest in a storage room by exercising a right of lien at the Guest's cost and risk.

Section 49

Long-term guests (more than 14 nights) shall be obliged to carry out an acceptance and handover of the apartment together with an agent of Veltus one or two days prior to departure. Otherwise, the statements made by Veltus about the state of the object of lease on the day of departure shall be binding.

VII. Liability of the Guest

Section 50

The Guest of Veltus shall be liable for any loss and damage which occurs during the duration of the contract unless it is evidenced that the damage lies within the sphere of responsibility of Veltus or has been caused by a third party that actually pays compensation.

Section 51

To the extent that Veltus procures technical or other equipment from third parties for the Guest, they shall act as an agent and on account of the Guest; they shall be liable for the careful handling and the proper return of the equipment and shall indemnify Veltus against any and all third party claims arising from the provision of the equipment.

Section 52

The Guest shall obtain any official permits required for an event at their own expense in good time. They shall be responsible for complying with the requirements under public law and any other regulations. The Guest shall promptly pay any duties to be paid for the event to third parties, in particular fees or taxes, etc., to the creditor.

VIII. Liability of Veltus

Section 53

Veltus shall be liable for the diligence of a prudent businessman. However, in the area not typical of its performance, this liability shall be restricted to lack of performance, damage, consequential damage or any disturbances which can be attributed to intent or gross negligence of Veltus.

Section 54

Should faults or defects arise with regard to the services rendered by Veltus, Veltus shall make an effort to take corrective action upon becoming aware or the Guest's immediate notice of defect.

Section 55

The Guest shall contribute whatever can reasonably be expected in order to remedy the fault and to minimise a possible damage.

Section 56

With regard to items brought, Veltus shall be liable according to the statutory provisions.

Section 57

Liability shall be excluded if the apartment or containers from which items were stolen were unlocked.

Section 57

No liability whatsoever is assumed for valuables.

Section 58

The liability claims shall expire if the Guest fails to promptly notify Veltus once they became aware of the loss.

Section 59

If the Guest is provided with a parking space in the underground car park, also against payment, no contract of deposit shall hereby be concluded.

Section 60

Veltus shall not be liable if any motor vehicles and their content parked or manoeuvred on the property are lost or damaged.

Section 61

Veltus shall not be obliged to provide surveillance.

Section 62

For direct damage caused to the vehicle which is based on a defect already existing at the date of provision of the parking space, Veltus shall only be liable up to a maximum amount of CHF 1,000.00 per vehicle, including accessories.

Section 63

The Guest shall be free to make use of the internal letterbox system for postal items. Any mail being received following the Guest's departure may – upon request – be forwarded against payment. Any claims for compensation shall be excluded.

Section 64

Veltus shall be liable for the accuracy of the service specification and the proper performance of the contractually agreed services.

Section 65

Veltus shall not be liable for the service rendered by a third-party service provider procured by them.

IX. Final Provisions

Section 66

Any amendments or supplements of the guest reception contract, the booking acceptance or these terms and conditions must be made in writing.

Section 67

A waiver of the written form must also be made in writing.

Section 68

In commercial transactions, the place of performance and the place of jurisdiction shall be the location of the property - Sevelen.

Section 69

Swiss law shall apply.

Section 70

Should individual provisions of these T&Cs be ineffective, the validity of the remaining provisions shall remain unaffected. Any invalid provision shall be replaced by a valid one that comes closest to the economic purpose intended by the parties.

Sevelen, January/2015