

# General terms and conditions of VISIONAPARTMENTS

## §1 Customer information

All tenants are obliged to fill out their registration forms accurately and in full detail. This entails the following:

1. Full name (with a photocopy of passport or ID) or company name and its VAT registration number
2. Address
3. Bank details for deposit reimbursement (if applies)
4. Contact details: both e-mail address and phone number

## §2 Authorization to provide information

In case of enquiry, all tenants entitle VISIONAPARTMENTS to give accurate information about their stay to the police or other authorities, which complies with GDPR regulations.

## §3 Customer profile\*

Clients can create customer profiles\* and log in to them through the VISIONAPARTMENTS website in order to view their personal details and contact information, as well as to access all concluded bookings and their respective invoices.

## §4 Apartment pictures

The pictures on the VISIONAPARTMENTS website show apartment categories. Although VISIONAPARTMENTS puts much effort into depicting every apartment accurately, the actual apartments could differ from those shown on the pictures.

## §5 Apartment viewing and right of entry of the landlord

VISIONAPARTMENTS reserves the right to organize viewings for potential tenants from Monday to Friday during business hours. In order to avoid unannounced entry to the apartment, clients can send a request e-mail to [info@visionapartments.com](mailto:info@visionapartments.com). VISIONAPARTMENTS reserves the right to enter each apartment in case of repairs, maintenance work and technical reviews.

## §6 Partial payment

After making a booking, tenants are obliged (unless agreed otherwise) to pay an advance of at least 30% of their rent within 3 working days. Should VISIONAPARTMENTS not receive the payment until this time, the booking can no longer be guaranteed.

## §7 Payment – all bookings

All tenants are obliged (unless agreed otherwise) to pay full rent incl. VAT and deposit (if applicable) before the start date of the booking and the access code, key or key card to the apartment can only be provided once the payment is booked. For open and terminated bookings the monthly rent is due in advance before the first day of each month. All invoices can be accessed through the customer profile\*.

## §8 Included services

The following services are included in the rental price: TV connection, free Wi-Fi, weekly cleaning, end cleaning, electricity, water and heating.

## §9 Additional services

Extra services such as laundry service, daily cleaning and parking spaces can be ordered additionally by phone, e-mail or over the customer profile\*.

A VAT rate placed on extra services depends on each country specific regulations. The current VAT rates are: 7.7% for Switzerland, 19% for Germany, 20% for Austria and 23% for Poland.

#### §10 VAT

VISIONAPARTMENTS offers serviced apartments and applies the VAT rates for rent according to each country's specific regulations. The current rental VAT rates are: 3.7% for Switzerland, 7% for Germany, 10% for Austria and 8% for Poland.

#### §11 City tax

VISIONAPARTMENTS collects a city tax on behalf of the municipality. The tax rates vary by the city - more information can be found on the VISIONAPARTMENTS website and on the corresponding invoice.

#### §12 Credit card payments

VISIONAPARTMENTS accepts the following credit cards: Visa, Master card and American Express.

#### §13 Service fee

For credit card transactions, a service fee of 3% might be added to the total amount.

#### §14 Changes to the booking

VISIONAPARTMENTS may alter the price or apply other changes to the booking due to construction works or ongoing renovations. The tenants will be informed in advance and in a written form about any planned modifications.

#### §15 Moving into the apartment

The check in to VISIONAPARTMENTS apartments is possible from 3:00 pm. Access codes can be received by email, text message or VISIONAPARTMENTS app. In case of apartments accessible by traditional keys or key cards, tenants should contact a suitable local office in order to organize a key-handover.

#### §16 Access code / entry

Access codes work both for apartments and for main entrance to the building, as well as for other common areas, such as laundry rooms or gyms. VISIONAPARTMENTS takes no responsibility for robbery or vandalism which can happen when tenants do not lock the door. What is more, the guests are then financially liable for the damages caused to the property. The access code is strictly personal and confidential. In case of loss tenants should contact the VISIONAPARTMENTS office immediately. VISIONAPARTMENTS reserves the right to charge the customers for emergency of delivering a new code or key.

#### §17 Apartment inventory

All tenants are obliged to check the apartment inventory list. Should there be no defects, deviations or damages reported within 3 working days after the check-in, VISIONAPARTMENTS will assume that the inventory list is accurate. Tenants take full financial responsibility for non-reported damages and are expected to settle all damage invoices within 10 days.

#### §18 Cleaning of the apartment

There is one full cleaning during a week for each apartment (for stays longer than a week or for 6-night stays if the cleaning day falls between check-in and check-out). Full weekly cleaning includes

cleaning of the living area, bathroom, kitchen and a change of bath towels, foot mats and bed sheets. The cleaning takes place between 09:00 AM and 05:00 PM. Cleaning days may vary due to state holidays or other circumstances - any changes will be communicated in advance via information sheets displayed in the public areas of the building. Should the cleaning be missed or unsatisfactory, tenants may give their feedback either through the customer profile\* or by sending an e-mail to the following address: [info@visionapartments.com](mailto:info@visionapartments.com). In order to increase the efficiency of the cleaning process, all tenants are asked to prepare the apartment for cleaning and to store away their valuables, as well as to allow the entry of the cleaning staff.

#### §19 Booking extension

A potential interest in extension of a booking can be noted on the registration form at the beginning of each stay. Tenants can also communicate their wish for renewal at any point during the stay, but the extension can only be guaranteed for long-term bookings (longer than 2 months) and only until 28 days before the end of the booking – later on it is subject to availability. VISIONAPARTMENTS reserves the right to rent out the apartment in absence of a direct written request from the tenant.

#### §20 Termination before booking's start date

A termination of a booking is only possible in the following cases

1. Up to 30 days before the beginning of the booking – the booking is cancelled without any additional costs.
2. 14 to 29 days before the beginning of the booking - the tenant is obliged to pay an administration fee of 50% of the total rent within 3 days.
3. 13 days before the beginning of the stay and less - the tenant is obliged to pay an administration fee of 80% of the total rent within 3 days.

#### §21 Termination of temporary leases (fixed and terminated bookings)

The duration of a temporary lease is fixed in advance and the booking cannot be cancelled, unless an alternative tenant who takes over the apartment is presented.

#### §22 Termination of open bookings

The customer is obliged to send the cancellation note of an open booking in a written form (letter or email). The cancellation can also be sent via customer profile.\* Once the booking is cancelled, its end date is fixed for the last day of the following month (e.g. if the cancellation is sent in February, the booking ends on the last day of March). A special case concerns open bookings cancelled in November – the termination on the 31st of December is not possible, therefore they expire one month later, on 31st January. In order to move out earlier, VISIONAPARTMENTS' written permission is required – the customer may then be asked to pay an administration fee of 10% of the total rent, and to settle the payment for nights remaining until the start date of the next booking.

#### §23 Moving out of the apartment

The latest check-out time is 10:00 am - all access codes are automatically deactivated by this time. In case of apartments accessible by keys or key cards, tenants are required to return the keys to the local office or to leave them in a dedicated key box. Delays in vacating the apartment may entail an additional late check-out fee.

#### §24 Final cleaning

The final cleaning after the tenant's departure is included in the rental cost. Should the apartment require an extra effort to be cleaned due to excessive untidiness, the guest will be charged an additional fee. Therefore, all tenants are asked to be mindful with the VISIONAPARTMENTS property.

#### §25 Outstanding payments

After the booking's termination, VISIONAPARTMENTS reserves the right to cover all outstanding invoices using the deposit (if applicable). Should the deposit amount not be sufficient, tenants will be required to settle their open balance within 10 days after the check-out.

#### §26 Rental deposit refund

The deposit is refunded within 3 weeks after the check-out, as long as the apartment is returned in a satisfactory condition and there are no open invoices to be settled.

#### §27 Emergency

In case of emergencies like fire alarms, water pipe breakages, complete blackouts or similar instances, tenants should call the suitable VISIONAPARTMENTS' local office number which can be found on the VISIONAPARTMENTS website and on information sheets displayed in the building. Outside the office working hours, the call will be transferred to the VISIONAPARTMENTS emergency line. Every non-emergency use of this line will be charged with an extra fee.

#### §28 Fire alarm in all buildings

If the fire alarm is triggered unnecessarily due to tenant's fault, VISIONAPARTMENTS is entitled to charge the customer for costs of fire department and/ or police intervention.

#### §29 Renovation work and construction through the landlord

In case of new openings or renovations VISIONAPARTMENTS will assure an alternative accommodation of the same value and standard.

#### §30 Liability

VISIONAPARTMENTS is not responsible for any damages, theft or loss of personal belongings including the cars of the customers.

#### §31 Fitness and wellness appliances

VISIONAPARTMENTS takes no responsibility for injuries caused by the usage of fitness equipment or for damages of the tenants' belongings left in fitness rooms.

#### §32 Possession of drugs or firearms

Consumption of drugs and possession of firearms or other weapons on VISIONAPARTMENTS' premises is strictly prohibited. Non-compliance with this rule will result in an immediate eviction of the tenant and in notification of local authorities.

#### §33 Apartment use and commercial ban

Any use of the apartment for commercial or business-related purposes is strictly prohibited. In case of a proven violation of this rule, VISIONAPARTMENTS will immediately terminate the booking.

#### §34 Smoking ban

Please note that smoking is not permitted in the building. Noncompliance with this rule will result in a penalty fee and, in extreme cases, the damage done to the apartment by smoke may entail additional charges.

#### §35 Pets

VISIONAPARTMENTS reserves the right to grant or refuse permission to bring pets depending on the property. The clients are asked to inform VISIONAPARTMENTS what kind of pet they have and what

company has the pet been insured at. Please note that a higher deposit and extra cleaning costs will be required for sanitization of the apartment.

#### §36 Internet use

VISIONAPARTMENTS is not responsible for damages such as spam, viruses or spy software incurred as a result of use of the VISIONAPARTMENTS network. Furthermore, having an external Internet provider VISIONAPARTMENTS cannot guarantee or take full responsibility for a constantly functioning and stable connection.

#### §37 Camera Surveillance

Camera surveillance is put to use for safety of the building and for personal safety of each tenant. In accordance to data protection laws, the recordings are only handed over to the authorities in case of a criminal proceedings.

\*The customer profile is currently being processed.