

## General Conditions (valid from 16.04.2022)

The University of St.Gallen - Housing Office provides off-campus accommodation for guest students according to the following conditions.

These general terms and conditions are valid for the rental of the Housing Office accommodation and form an integral part of the rental contract between the guest students (tenant) and the Housing Office (landlord).

### Room allocation – Room offer

To help with room assignment, students must complete the housing application form. The information given in the application will help us assign a room that best meets personal preferences. The accommodations are assigned on a first come first serve basis. However, to allocate all applicants it's not always possible to meet all individual preferences. If there are several applicants for a room of the same category, the lot decides according to the random principle.

### Furnishings

Furnishings includes a bed, bedding (duvet, pillow, mattress, and a set of bed linen), cupboard, desk, office chair and desk lamp. The Housing Office does not supply towels. Kitchens are equipped with standard appliances (stove, refrigerator) and basic household utensils (pots, pans, plates, cutlery, etc.).

### Location

Most rooms are less than 30 minutes (bus ride) away from the University.

### Internet

All residences and rooms have wireless internet connection.

All WIFI-enabled computers, laptops, tablets, and other electronic devices must be protected with an updated anti-virus programme. If an unprotected device causes spam, phishing or similar attacks, the Housing Office is entitled to charge the causer the costs related to clean up by an IT specialist. If the WIFI-router is reset, modified, or otherwise interfered, the costs related to network reinstallation will be charged to the causer(s).

### Housing application fee

With the application, the *non-refundable* application-processing fee of CHF 250.- is due. The amount must be wired by bank transfer (including bank fees).

### Transfer Information:

Bank:	acervis Bank AG
Bank address:	Marktplatz 1, 9004 St.Gallen
IBAN No.:	CH36 0690 0016 0089 2300 0
Account No:	16 0.089.230.00
BIC/Swift.:	ACRGCH22XXX
Beneficiary:	University of St.Gallen, Dufourstrasse 50, 9000 St.Gallen
Reason for payment:	Last name, first name, reason for payment (e.g. housing application fee, rent, etc.)

## Deadlines and rental period

Exchange semester	Autumn term regular	Autumn term ISP programme	Spring term regular	Spring term ISP programme
Application start	20.04.	20.04.	20.09.	20.09.
Rental period *	01.09. - 31.12.	01.09 - 30.11.	01.02. - 31.05.	01.01 - 31.03.

\* *Fixed rental period*

Rental contracts are only concluded for the fixed rental periods indicated above. The accommodations are assigned on a first come first serve basis.

## Rental contract

The acceptance by the Housing Office of the University of St.Gallen establishes the binding nature of the application. The tenant will receive the rental contract in paper form upon arrival in St.Gallen. The Housing Office may, under extraordinary circumstances, move the tenant to another accommodation. The Housing Office will take the interests of the tenant into consideration.

The Housing Office has the right of extraordinary termination of the rental contract in case of repeated violation of the duty of careful use and the duty of consideration. The Housing Office sends a written warning after the first event of breach. A second violation gives the Housing Office the right to terminate the rental contract immediately. (e.g. repeated non-compliance with the house rules, improper behaviour towards fellow tenants or Housing Office). Intentional serious breaches of duty will result in a termination without a notice period.

## Deadline payment rent and private liability insurance

Payment rent (total amount of the rental period) and insurance				
Exchange semester	Autumn term regular	Autumn term ISP programme	Spring term regular	Spring term ISP programme
Term of payment	30.09.	30.09.	28.02.	31.01.
The total rent and insurance can be paid at the post office in cash or through wire transfer. There is no possibility to pay with credit card.				

The tenant must pay for a full rental period. This applies also if the stay is of a shorter duration. In the event of default, interest on arrears is owed at 5%.

## Liability

### a) Personal liability and private liability insurance

The tenant has to use the object with all due care and is liable for all damages incurred due to a breach of duty.

A private liability insurance for guest students with housing through the Housing Office is arranged by the University of St.Gallen. No additional document is issued, and the General Conditions of the insurance company applies (available on the homepage). The costs for this insurance is about CHF 20 per semester with a deductible of CHF 200.00 for each case.

The guest students are responsible for a private liability insurance during their stay in an accommodation of the Housing Office. The guest students can obtain the insurance provided by the Housing Office. Alternatively, they can choose their own insurance. The insurance must at least meet the standards (regarding the scope of insurance) of the private liability insurance provided by the Housing Office.

## b) Household goods insurance

The household insurance is not included in the rental contract. The guest student is responsible for checking with his/her insurance provider at home if personal belongings are covered while being abroad in cases of fire, water, theft, etc.. The University of St.Gallen, the Student Mobility Services, and the Housing Office decline any responsibility.

## Cancellation of housing

If the student has been offered a room and he/she has accepted the offer, a legal rental contract has come into effect. The student is obliged to inform the Housing Office directly in case of cancellation. A cancellation at the home University or the Student Mobility Services of the University of St.Gallen is not sufficient. If the Housing Office receives the cancellation too late or not directly from the student, the student is obliged to pay the costs according to the cancellation policy below:

### Cancellation policy

Exchange semester	Autumn term regular	Autumn term ISP programme	Spring term regular	Spring term ISP programme
Cancellation before: Cancellation fee:	01.09. In the amount of one month's rent	01.09. In the amount of one month's rent	01.02. In the amount of one month's rent	01.01. In the amount of one month's rent
Cancellation on or after: Balance due:	01.09. In the amount of the full rental period	01.09. In the amount of the full rental period	01.02. In the amount of the full rental period	01.01. In the amount of the full rental period

The cancellation of housing has to be sent before 1 September (Autumn Semester regular or ISP Programme) or 1 January (Spring Semester ISP Programme) or 1 February (Spring Semester regular). In the event of cancellation before the previously mentioned dates, only one month's rent will be due.

The guest student is liable for the full rental period, if the cancellation of housing is sent on or after 1 September (Autumn Semester/Exchange and ISP programme) or 1 January (Spring/ISP programme) or 1 February (Spring Semester/Exchange programme), unless he/she has a reasonable new tenant as a replacement.

The cancellation has to be made by Email. The decisive time and proof of consignment is the sending of the Email (Email dispatch).

## Arrival and moving-in

Arrivals are only possible on weekdays between 8:30 and 17:00. **Arrivals at weekends or on public holidays are not possible.** The Housing Office has to be informed two weeks before arrival in St.Gallen about arrival date and time. The housing manager will arrange a meeting time at the Housing Office in order to hand over the apartment keys and the documents. Any deficiencies are to be reported immediately to the Housing Office.

## Moving out / Checkout

All payments in context with the respective rental contract must be settled by the end of the rental term.

Before moving out, the tenant must inform the Housing Office at the latest two weeks in advance of his/her departure date and time. Changes to the departure date must be reported promptly.

### *One-room-studios*

At the end of the contract period the tenant must clean all rooms of his/her studio properly. The inspection will take place after the tenant has left. In the case of an insufficient cleaning, the costs for an after cleaning will be charged upon the tenant.

### *Shared apartments / en-suite-rooms*

At the end of the contract period, each tenant must thoroughly clean his/her private room as well as the common area of the apartment (kitchen, living area, bathrooms, corridor, including floor, windows etc.). All residents of a shared apartment are obliged to participate in the cleaning of the common area when moving out. The renters are jointly responsible for the cleaning of the common area (kitchen, living area, bathrooms, corridor).

The Housing Office will inspect the shared apartment after the last renter has moved out.

If the rental object is not sufficiently clean, the Housing Office is authorised to have any such room(s) cleaned by a cleaning company without prior notice and at the expense of the tenant(s). There is no possibility for a second checkout.

The costs for additional cleaning will be shared equally among all tenants regardless of the time of departure and of the participation at the final cleaning for the checkout or the cleaning during the stay.

#### **a) Cleaning standard at checkout**

The room/studio/apartment must be thoroughly cleaned so that a new tenant could move in afterwards (swiss cleaning standard).

#### **b) Broken things and damages**

1. The equipment of the apartment will be controlled after the last tenant has checked out. All electric appliances (hoover, iron, electric kettle etc.) will be tested for their functionality. The kitchen utensils provided by the Housing Office will be checked for completeness.
2. All broken or ruined items (e.g. kitchen utensils, desk lamps, electric kettles) must be replaced. If the tenant cannot organize a replacement, he/she has to inform the Housing Office immediately after occurrence of the damage or loss. The costs for a replacement are charged to the tenant.
3. All serious damages which need a professional repair have to be communicated to the Housing Office immediately after occurrence. If the Housing Office is not being informed by causer(s) about the damage the costs for repair or replacement will be charged to the causer(s). If the causer is unknown, the costs will be shared equally among all tenants.
4. If the tenant causes a loss in value at the mattress, a compensation depending on time value of the mattress must be paid..

#### **c) Personal items**

Any personal belongings and other things (cushions, carpets, furniture, etc.) as well as kitchen appliances (rice cooker, toaster etc.) brought or purchased by the tenant must be removed from the accommodation. If items are left behind, they will be disposed and the costs for the caretaker as well as the waste disposal fee will be charged to the causer(s). No compensation will be paid.

#### **Important:**

1. It is the students' responsibility to prove that the accommodation has been left in the neat and clean referring to the Swiss cleaning standard.
2. No negotiations will be held concerning an adjustment of the due amount. It is completely in the responsibility of the students/flatmates. Discussions with the Housing Office regarding price and responsibility are rejected.

#### **Visitors & guests**

One visitor staying for max. three nights per week is permitted. In this case the Housing Office as well as the flatmates must be notified in advance and it must be approved by all parties. Overnight stays by guests on a regular basis are not allowed. In cases of unpermitted stayovers in the apartment, the rental contract may be cancelled.

**Caretaker services / repairs**

In cases of repairs or necessary replacements, the Housing Office notifies the tenant. The caretaker is to that effect authorised to enter the common areas of the apartment and private bedrooms even if the tenant is not present. If a specialist is needed for repairing purposes, the employee of the craftsman's company may also enter the accommodation without the presence of the tenant.

**Cleaning inspection**

The Housing Office will visit student residences with shared kitchens and bathrooms at least one per rental period to inspect the overall condition of cleanliness. The students will be notified in advance except concerning the common areas of the house, which are not part of the living space (e.g. co-working spaces, etc.). If the common areas are not in acceptable conditions according to the Housing Office standard, a cleaning service will be engaged. The costs will be charged upon the resident(s), evenly distributed among all tenants.

**General conditions, residence guidelines and regulations (House rules)**

The general conditions as well as the house rules of the residences are an integral part of the rental contract. The house rules contain relevant general rules necessary to comfortably sharing a common residence (e.g. waste disposal, laundry schedule, quiet time, etc.).

**Non-smoking / Pets**

All rooms/apartments including common areas are non-smoking and pets are not permitted.

**Legal basis**

Unless otherwise stipulated and as far as appropriate due to the special type of contract, the Swiss law (esp. The Federal Act on the Amendment of the Swiss Civil Code [Part Five: The Code of Obligations; SR 220] section "Miete", art. 253 et seqq.) is applied analogously.

**Place of jurisdiction**

The court in St.Gallen has jurisdiction to decide actions based on the lease.