

Studentlodge.ch
Waldmannstrasse 15
3027 Bern
+41 (0)31 991 11 67
welcome@studentlodge.ch

Terms and Conditions

1. Eligibility for accommodation

Our studentlodge sites Tscharnergut, Bümpliz Nord, WankdorfCity and Bern-Bolligen provide rental property at reasonable conditions to Swiss and international students. Accommodation is offered to enrolled students at universities or colleges of higher education or apprentices and trainees on job-training. Student immatriculation or employer confirmation is required. Exceptions possible. (monthly earning max. CHF 3'500.00)

2. Rental agreements

2.1. Rental period

Notice period

Type A Rental Agreement

Only possible from the beginning of a semester
(i.e. 1 February or 1 September)

Duration

a) Fixed-term

until **31 January** or **31 July** only
No notice required; ends upon expiry of the tenancy agreement.

b) Open-ended

30 days' notice in advance required:
termination dates **January 31th** or **July 31th** only.

Type B Rental Agreement

Can begin any month

Duration

a) Fixed-term

No notice required; ends upon expiry of the tenancy agreement.

b) Open-ended
termination

30 days' notice in advance required;
date must be the last day of a month.

2.2. Deposit

The must be paid within **5 days after the roomreservation**, otherwise the reservation will be canceled.

2.3. Payment of rent

Rent is to be paid in advance before the 1st of the respective month.
In cases of rental arrears an administration charge of CHF 50.00 will be imposed.

2.4. Means of payment

From July 2019, the most common payment cards / credit cards will be accepted from an amount of CHF 100.00.

2.5. Arrears payment

If the tenant is in arrears, a reminder period is set, within which the arrears are due to pay; additional legal action remains reserved. With the reminder, the tenant can be threatened if the payment request is not fulfilled, the tenancy will be terminated within a period of 30 days to the following month (End of month) (Art. 257d, OR). For each reminder a processing fee of CHF 50.00 is due

2.6. Banktransfer-fee

Every charge in connection with banktransfer from and/or to the tenant will be charged to the tenant.

2.7. Cancellation of a rental agreement before the rental start

The following charges will apply, should a signed rental agreement be cancelled before the rental start:

Cancellation up to one month before rental start:
100% deposit

Cancellation 1-3 months before rental start:
50% deposit

Cancellation 3 months or more before rental start:
25% deposit

Rental agreements, which are not returned signed to the Association within 15 days following receipt will be cancelled.

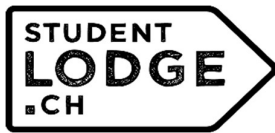
2.8. Premature termination of a tenancy agreement

Should a tenant wish to cancel his or her rental agreement without observing the period of notice stipulated in the agreement or before the expiry of the respective agreement, the following conditions will apply:

The tenant will be liable for the fulfilment of his/of her contractual obligations until the termination date stipulated in the tenancy agreement or until the expiry date of the agreement.

Or

The tenant can place a new tenant (Booking female, FEMALE ONLY, booking male, MALE ONLY) for the



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whole rental period. In this case the withdrawing tenant has to pay CHF 150.00 processing costs. In cases of breaches of the Terms and Conditions or the House Regulations, or in cases of blameable conduct, Studentlodge.ch can terminate the tenancy at any time and without notice.

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Approved by studentlodge.ch (SL)

In cases where Studentlodge.ch terminates a tenancy without notice, the tenant will be liable for the loss of rental income until a new tenant is found or until the termination date laid down in the respective tenancy agreement.

3. Duties and obligations of the tenant

Please see the House Regulations.

4. Additional fees

If the property management is used outside of the opening hours and if the tenant is at fault, the following costs will be charged directly to the tenant:

17:00-22:00 CHF 100.00 Mon-Fri

22.01-07.00 CHF 200.00 Mon-Fri

From 10.01 p.m. CHF 200.00 Friday

until 07.00 Monday

CHF 200.00 all public holidays

In addition, lost keys and damages caused by the tenant will be charged additionally

5. Citizens' Registry Office and the duty to register

Tenants are required to register with the respective municipality's Citizen's Registry Office (*Einwohnerkontrolle*) within the prescribed period of 14 days.

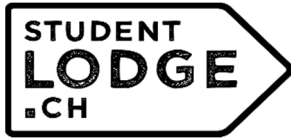
www.bern.ch/Einwohnerdienste, www.bolligen.ch

6. Amendments to the Terms and Conditions

studentlodge.ch reserves the right to amend these Terms and Conditions at any time and without notice. Any changes will be displayed on the Association's website www.studentlodge.ch and enter into force as soon as they are online.

7. Studentlodge.ch offices are closed at weekends and on public holidays in the Canton of Bern.

For a list of the latter please see www.feiertagskalender.ch



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House Regulations

With a view to improving the readability of these House Regulations we have largely refrained from using gender-specific differentiation. In the interests of equal treatment, terms and expressions used should be understood to apply to everyone, irrespective of gender.

General

Mutual consideration and respect are prerequisites if all tenants are to benefit from the best-possible living and studying conditions. These House Regulations, which form part of the Rental Agreement, must be noted and adhered to by everyone.

1. Formalities when moving in

Tenants may move into their rooms any day from Monday to Friday between 2 p.m. and 4.30 p.m. The Association's offices are closed at weekends and on public holidays in the Canton of Bern. For a list of the latter, please see www.feiertagskalender.ch

A tenant may ask for the room key to be left for collection in a safe deposit box, but for this arrangement, the Association must first have received the signed Rental Agreement, the deposit and the first month's rent. The Association must receive a request for such an arrangement in advance.

Unless an arrangement has been agreed with the Association in advance, it is not possible to pick up the room key outside the prescribed times. New tenants arriving outside these times are requested to arrange their own overnight accommodation.

Tenants are issued with their own individual personal keys. It is forbidden to pass these keys on to third parties. The loss of a key must be reported immediately to the house management. Upon moving in, the tenant must sign the "Room Inventory Form" (*Zimmerinventar*) which confirms the integrity and condition of the furnishings, fixtures and fittings of the room being taken over.

Tenants are requested to provide a passport photo when moving in.

2. Formalities when moving out

Tenants may move out any day from Monday to Friday between 08.00-11.30 a.m. If the rental period ends on a Saturday, Sunday or public holiday, then moving out must be completed by 11 a.m. on the last working day of the month.

The tenant must agree a date and time with the house management in advance (at least one week) for the formal check-out.

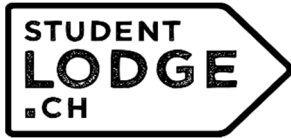
When moving out, the tenant must empty the room of all personal objects and thoroughly clean the room as well as all jointly used rooms, cupboards and refrigerators. A cleaning checklist will be provided for guidance.

At the moment of final departure from the lodge there will be a joint inspection followed by the formal handing back of the room and jointly used cupboards and refrigerators. Any defects, or any need for post-check-out cleaning, will be recorded in writing on the "Check-Out Report" form (*Austrittsrapport*) and signed by both parties. The costs of rectifying defects and of any further cleaning will be taken from the deposit.

The deposit - or the remainder of the deposit following the deduction of any costs - will be refunded in cash at the time of checkout during office hours. The deposit can also be wired to the tenant by electronic bank transfer should the tenant specifically ask for this, but this method will be subject to a charge. (Bank)

3. Postal services

An individual lockable mailbox is provided for every tenant and this mailbox must be emptied regularly. Tenants are asked to inform correspondents of their correct and complete address (including name and room number). The postal service will return any incorrectly addressed mail to the sender. Registered mail as well as large parcels must be collected in person from the SL-Office.



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4. Visitors

Tenants are personally responsible for their guest(s) while on the premises. Visitors who stay in the lodge overnight must always be registered in advance using the Visitor Registration Form (*Besuchsmeldezeitel*). If the same guest makes repeated visits then a single registration form with the observation "Repeat Visitor" (*gelegentlich*) can be handed in.

The Association's approval must be obtained in advance should any guest make a longer stay (more than 3 nights) in the lodge. Any stay longer than 3 nights will incur a charge (CHF 30.00/night). No more than one guest may make an overnight stay in a tenant's room at any one time. Guest rooms are available for a fee (CHF 60.00/night).

5. Rooms

Each tenant is responsible and liable for the integrity and condition of the furniture, fixtures and fittings in their room. Tenants will be invoiced for any damaged or missing furniture, fixtures and fittings (including bed linen, blankets, etc.) No furnishings may be removed from a room, and no alterations or modifications are permitted.

Tenants must clean their own rooms and they are responsible for regularly and thoroughly ventilating their rooms.

Any damage must be reported to the house management without delay. If a tenant fails to do this, they cannot later claim that the damage was already done before they moved into the room.

Wall decorations may only be hung from the existing fittings designed for the purpose. It is forbidden to use any kind of adhesive tape on walls, doors and cupboards.

The use of electric cookers, immersion coils, toasters and personal refrigerators in the rooms are not allowed.

There is also a laundry room, where tenants can do their laundry, it is forbidden to dry laundry in your own room.

Pets are not permitted in our residences.

Internet installations other than those provided by the Association are not allowed.

6. Floor Community / Kitchen Community

The tenants on each floor make up an individual "Floor Community" and are informed about events and developments in the lodge by their representative known as the "Floor Captain". The tenants of each "Floor Community" elect their own representative or "Floor Captain" at the beginning of each semester. If no "Floor Captain" has been registered with the house management, tenants must obtain information themselves about events in their lodge - the house management does not perform this function. News and information are displayed on notices in the lodge's reception area and on individual floors.

In case of damage on individual floors, on balconies (if any) and in common rooms and where no individual can be identified as being responsible, the Floor Community as a whole will be liable (principle of solidarity).

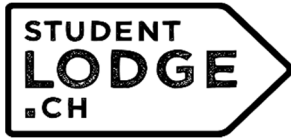
Residents on individual floors must be willing to take on a communal function or duty assigned to them.

Floors are cleaned on a weekly basis (this includes common rooms, common kitchens, and common bathrooms and WCs. ("Common" here means any facility shared by 3 and more rooms.). The costs of cleaning up any extraordinary mess or soiling will be invoiced to that particular floor's Floor Community.

Objects which, after a warning, are still in the way and impeding the cleaning process, blocking passages or which are inappropriately stored will be removed and the costs of the removal passed on to the Floor Community.

a) Floor Captain / Kitchen Captain (responsibles)

Each Floor Community elects its own "Floor Captain" who makes sure everything on the Floor runs smoothly, ensures that the House Regulations are adhered to and that the Floor's furnishings, fixtures and fittings are treated with respect.



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The Floor Captain acts as mediator between his or her Floor Community and the House Manager and/or the Lodge Captain. (Tenants/Landlord)

Every tenant is in principle obliged to take on the role of Floor Captain on a rotational basis.

The Floor Captains attend the Residents' Meetings and pass on information to their respective Floor Communities either by word of mouth, or by displaying a copy of the minutes of the Meeting.

A Floor Captain is responsible for making sure that contributions to the Floor Kitty, the Lodge Kitty, as well as any bills for damages, are paid on time.

b) Kitchen

Anyone using a kitchen is personally responsible for clearing and cleaning up after use. All dishes, plates, pots, pans, knives and forks etc. must be cleaned after use and put back in their proper places. If this rule is not adhered to, the cleaning staff could refuse to carry out cleaning. If a warning is ignored, the Association will arrange for the cleaning to be done and the costs will be passed on to the relevant Floor Community. The house management will make regular inspections of the kitchens and their furniture, fixtures and fittings. Any damage must be reported to the house management.

Refrigerators and deep-freezers must be regularly and thoroughly cleaned and from time-to-time defrosted.

Parties are not allowed in the kitchens or on balconies. A particular Floor Community's kitchen should not be used by guests or by tenants from other floors. Any outsider using a Floor Community's kitchen can be asked to leave.

c) Balconies

It is forbidden to barbecue on the balconies. Talking on balconies should be done at low-volume: it is essential to show consideration for our neighbours. There is an absolute noise curfew between the hours of 10 p.m. and 7 a.m.

7. Common Rooms not linked to a particular floor

All common rooms not linked to a particular floor must be treated carefully and with respect, and this includes their furnishings, fixtures and fittings. Any damage or disorder must be reported immediately to the house management. Should any damage occur in such a room, and if the person responsible for the damage cannot be identified, then the whole tenant community will be liable for the costs of repair (principle of solidarity).

a) Television room (if any)

The use of a television or common room must not cause disturbance to other tenants. Such rooms must be left in a clean and tidy condition after use, otherwise the professional cleaning team will be called in at the cost of the whole tenant community.

There is an absolute noise curfew between the hours of 10 p.m. and 7 a.m.

b) Music room (if any)

In order to prevent noise disturbances, the use of Music Rooms is restricted to specific times (see displayed notices). The rules governing the use of Music Rooms must be adhered to.

The pianos provided must be treated carefully. The costs of any damage caused by improper use will be passed on to the tenant community. It is forbidden to hold parties in a Music Room. The Music Rooms must be left in a clean and tidy condition after use.

8. Conduct in the Lodge

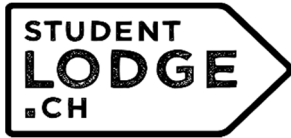
a) Noise prevention

Out of consideration for other tenants, no disturbing noise should be made either during the day or at night. The buildings are not soundproofed and this must be kept in mind when telephoning or Skyping.

The volume of sound systems, DVD players, etc. used anywhere in the building (including balconies) must be kept to a low level.

Musical instruments may be played only in the Music Rooms provided for the purpose.

There is an absolute noise curfew between the hours of 10 p.m. and 7 a.m. both inside the building and in the surrounding area.



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The noise curfew must also be adhered to at weekends.

b) In-house events

Parties and large assemblies of people are forbidden anywhere in the lodge.

c) Smoking

Smoking is forbidden throughout the lodge. Any tenant causing damage by smoking will be invoiced for the damage or for any necessary cleaning.

d) Drugs

The consumption and storage of all illegal drugs and addictive substances is reported to the police.

d) Fire prevention

Lodges are equipped with a fire detection system, which is to be operated exclusively by Association staff. The prevention of fire is the responsibility of every resident. Any person setting off a fire alarm through negligence will be billed for the costs. If the individual person cannot be identified, then the tenant community as a whole will be liable for the costs.

Emergency exits are to be kept clear at all times. Fire escapes are to be used only in an emergency. It is imperative that all other fire prevention measures be strictly adhered to.

9. Parking

Bicycles may be kept only in the bicycle cellar or in bicycle stands intended for the purpose. Motor vehicles may be parked in the parking spaces belonging to the lodge - provided that such a parking space has been rented by the tenant. Bicycles must be marked with the owner's name and room number.

10. Lodge Captain

The Lodge Captain is the contact person for tenants with questions or problems and acts as mediator between tenants, the house management and the Association.
(Tenants/Landlord)

The Lodge Captain organizes and chairs the Residents' Meetings and ensures that the House Regulations are adhered to.

The Lodge Captain informs the house management of any emergencies or incidents occurring outside office hours.

11. Residents' Meetings

A Residents' Meeting takes place at the beginning of a semester or when circumstances call for one. As a rule, these meetings will be conducted in German.

Such meetings will be convened and chaired by the Lodge Captain. Invitations to the meetings will be extended to the House Manager, the Association's Management, the Floor Captains, the Lodge Treasurer and the Captain of Games and Multimedia.

Tenants are represented at these meetings by their respective Floor Captain. The Residents' Meetings address issues and problems and search for solutions.

Decisions are made by those present on a majority basis and must be accepted and followed by the tenant community. The minutes of these meetings are drafted by the Lodge Captain (as a rule in German and English). They are then checked by the Association and forwarded to the Floor Captains.

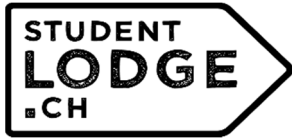
12. Certificate for Voluntary Work

The student lodges have the character of a community or commune. Tenants who take on a function or role that serves the whole tenant community (e.g. Lodge Captain, Floor Captain, Lodge Treasurer, Captain of Games and Multimedia) will receive a Certificate from the Association attesting to their voluntary work and commitment to serving the community.

13.

The Association reserves the right to take any measures necessary to ensure that the House Regulations and established house customs are observed and adhered to.

The House Regulations are implemented in the students' lodges *in situ* by the House Managers. A violation of the House Regulations will incur a verbal or written warning and will be followed up



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with a notification to the tenant's host or home university or employer.
In case of serious or repeated violations of the House Regulations, the Association reserves the right to terminate a Tenancy Agreement unilaterally and without notice.

By signing the Tenancy Agreement, the tenant agrees to abide by the House Regulations in force at the time.

Edition June 2019

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