

GENERAL TERMS AND CONDITIONS OF THE TENANCY AGREEMENT FOR RESIDENTIAL ACCOMMODATION (GTC)

THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL TENANCY AGREEMENTS AND SUBTENANCY AGREEMENTS OF THE JUGENDWOHNNETZ JUWO (JUWO). THE FOLLOWING TENANCY AGREEMENTS AND TENANTS ALSO CONCLUDE SUBTENANCY AGREEMENTS AND SUBTENANTS.

1. PRINCIPLES

- 1 Integral parts of the tenancy agreement are:
 - a. the JUWO letting regulations
 - b. the house rules issued by the owner of the relevant property or, if they do not have their own house rules, the JUWO House Rules
 - c. the present General Terms and Conditions of the Tenancy Agreement for Residential Premises (GTC)
- 2 Special agreements in the individual tenancy agreement shall take precedence over these General Terms and Conditions of the Tenancy Agreement for Residential Premises (GTC).
- 3 Special regulations for subsidised flats remain reserved.

2. TENANCY / SUBTENANCY AGREEMENT

2.1 ENTRY INTO FORCE

The tenancy agreement comes into force when it has been signed by all the parties.

2.2 START OF THE RENTAL

- 1 JUWO shall hand over the rented property specified in the agreement to the tenant at the agreed time in a clean and serviceable condition. Other agreements regarding cleaning remain reserved.
- 2 A handover protocol will be compiled and signed by all parties.
- 3 If the tenant taking over the property discovers further defects, these must be documented immediately and reported to JUWO in writing within 10 days of taking up the tenancy. Otherwise, the property is deemed to have been taken over in accordance with the handover protocol.
- 4 The rectification of defects is not to be carried out by the tenants.

2.3 DURATION OF THE RENT

- 1 Tenancy agreements are concluded for an indefinite period or for a fixed period.
- 2 If a tenancy agreement is concluded with a fixed term, this shall either be for a specific date or in view of an upcoming or foreseeable refurbishment or demolition by the owner.
- 3 The extension of fixed-term tenancy agreements requires a written agreement.

2.4 FURTHER SUBLETTING

- 1 Subletting of the subject matter of the agreement is permitted for a maximum period of six months and requires the written and early consent of JUWO.
- 2 The conditions generally applicable to JUWO according to the JUWO letting regulations as well as the tenancy agreement, namely the occupancy of the flats, must be complied with.
- 3 The JUWO agreement template must be used for subletting. A signed copy of the agreement must be sent to JUWO 14 days before the start of the subletting period.

- ⁴ The flat may not be rented out entirely. Subletting of 1-room flats is not permitted.
- ⁵ Subletting via AirBnB or other platforms is not permitted.

2.5 AMENDMENTS TO THE AGREEMENT

- ¹ Amendments to the agreement must be made in writing.
- ² Unilateral changes to the agreement to the detriment of the tenancy must be notified in compliance with the agreement notice periods and using the prescribed form.
- ³ Rent reductions will be notified in writing; rent increases will be notified in writing and additionally by a registered letter.

2.6 REPORTING OBLIGATIONS

The tenant is obliged to notify JUWO in writing and in good time of any change in personal circumstances such as completion or discontinuation of education, marriage, registration of a partnership, divorce, change of name, change in income, reaching the age of 30 and a change in the number of persons living in the flat.

3. SHARED TENANCY (JOINTLY AND SEVERALLY LIABLE FLAT SHARE)

- ¹ The joint rental of residential premises requires the signing of the tenancy agreement by all members of the flat share. In case of a change in the composition of the flat share, JUWO will issue a new tenancy agreement.
- ² Each member of the flat share can terminate their tenancy, which does not affect the other tenancies.
- ³ When individual members of the flat share move out, a handover protocol is drawn up, which must be signed by both the member moving out and the member moving in.
- ⁴ Members of the flat share are jointly and severally liable for all obligations arising from the tenancy agreement.

4. SUBSEQUENT TENANT

- ¹ If a member of the flat share moves out, the flat share is responsible for proposing a subsequent tenant to JUWO.
- ² JUWO may reject the proposal, particularly for the following reasons:
 - a. Failure to meet the requirements of the JUWO letting regulations;
 - b. Already living in a JUWO flat. Changing flats and rooms within JUWO is not permitted.

5. RENT

5.1 CALCULATION OF THE RENT

The rent is calculated based on the actual costs and includes a fixed administration fee for JUWO.

5.2 CHANGES IN THE RENT

- ¹ Changes in the rent will be notified in writing and in accordance with the proper notice period. JUWO may delay or waive passing on changes in the rent if such changes are insignificant.
- ² Special provisions apply to subsidised flats.

5.3 PAYMENT OF THE RENT

The rent is to be transferred in advance in one payment on the 1st of each month.

5.4 OUTSTANDINGS

- ¹ Outstanding rent and ancillary costs shall be reminded within the meaning of Article 257d of the Swiss Code of Obligations and a payment deadline shall be set:
 - a. first reminder with a payment deadline of 10 days;
 - b. second reminder by registered letter with a payment deadline of 30 days and with the threat of termination as well as debt collection.
- ² If case of payment difficulties, JUWO is at your service for finding a solution – this requires the cooperation of the tenants.
- ³ Unsuccessful reminders entitle JUWO to terminate the tenancy agreement in accordance with Art. 257 Para. 2 CO.

6. ANCILLARY COSTS

- ¹ The ancillary costs charges of the rental property are charged in the form of a flat rate.
- ² Ancillary costs, in particular, costs for heating, electricity, hot water, gas, caretaking, general cleaning, waste water, cold water supply, general electricity, refuse and environmental.
- ³ The costs for the cable network connection are to be borne by the tenant.

7. SUBJECT MATTER OF THE AGREEMENT

7.1 USE AND LIABILITY

- ¹ The rented property may only be used for residential purposes.
- ² The tenants undertake to use the rented property with care and to show consideration for other tenants and the neighbourhood.
- ³ Please note the various factsheets that are provided with the tenancy agreement.
- ⁴ Members of the flat share are jointly and severally liable for damage to the rented property and to third parties.
- ⁵ Changes to the rented property are not permitted. Exceptions are regulated in Art. 7.7.

7.2 USE AND LIABILITY

The tenant is obliged to take out a household and tenant liability insurance for the entire rental period.¹

7.3 FIRE REGULATIONS

The entrances to the buildings, bike rooms, laundry rooms, stairwells, etc. must be kept free in accordance with fire regulations.

7.4 RUBBISH / DISPOSAL

Rubbish of any kind is to be deposited at the designated places (containers) and in an appropriate manner (rubbish bags subject to a fee).

7.5 MINOR MAINTENANCE

- ¹ The costs of for the so-called minor maintenance shall be borne by the tenants. This includes the cleaning and maintenance required to the normal use of the rented property as well as minor repairs up to an amount of CHF 200.00 per individual case. This includes, among other things: Maintenance of installations, fittings and appliances – namely in the kitchen (oven and refrigerator) and bathroom (e.g. shower spray and hose, toilet seat and lid, shower curtain rod) as well as the removal of soot from fireplaces and individual stove installations;

¹ Subject to certain conditions (maximum age, actual legal residence, pursuing a course of study or training etc.) it may be possible to simply and cheaply extend the insurance cover of the parental household for household goods or tenants' third party liability to the property in the sublease. The terms and conditions of insurance of the relevant insurance company are definitive. It is the tenant's responsibility to check the insurance cover.

- ² unblocking waste water pipes as far as the main pipe;
- ³ replacement of electrical switches, sockets, lighting and light-shades belonging to the leased premises and fuses;
- ⁴ cleaning the roller shutters, venetian blinds, shutters etc. at least once per year;
- ⁵ replacement of broken window panes, provided there are no stress cracks or demonstrable external impact;
- ⁶ cleaning balconies, patios and the associated gulley's and drains, as well as the maintenance of plants on seating areas in the garden, balcony and patio – specifically the prevention of excessive plant growth;
- ⁷ The tenant shall be solely responsible for the maintenance, renewal and repair of fixtures, installations, etc. installed by himself.

7.6 MAINTENANCE OBLIGATION

- ¹ The tenants shall report defects of any kind to JUWO. In emergencies and where expressly provided for, the locally responsible caretaker service will be called in.
- ² JUWO may carry out the necessary repairs in the rented property and on the associated facilities as well as in the staircase, in the generally accessible rooms and on the building shell without hindrance, provided that a reasonable period of notice is observed.
- ³ The tenants will at all times tolerate work which is necessary for the preservation of the property and cannot be postponed.
- ⁴ The tenants may only arrange for repair work in urgent emergencies or in direct consultation with JUWO. If this procedure is not followed, JUWO may refuse to reimburse the corresponding invoices.

7.7 MODIFICATION OF THE RENTED PROPERTY

- ¹ Every modification of the rented property requires the prior written consent of JUWO and the owner.
- ² Painting doors, windows, woodwork, floors, radiators etc. is prohibited. Painting of walls requires the consent of JUWO.
- ³ For any unauthorised alterations to the rented property, JUWO may demand that the original conditions be restored at the tenant's expense.
- ⁴ JUWO may attach a reservation to the consent with respect the obligation to dismantle.
- ⁵ No compensation for the added value is owed by JUWO.

7.8 PRIVATE APPLIANCES

- ¹ The use of private appliances (washing machines, dishwashers, deep freezers, freezers, tumble dryers etc.) is only permitted with the prior written consent of JUWO.
- ² Tenants are liable to JUWO for any damage resulting from the use of private appliances.

7.9 KEYS

- ¹ A complete set of keys shall be handed over to the tenant when the rented property is handed over.
- ² If a key is lost, all keys including the cylinder must be replaced by JUWO. The costs for this shall be borne in full by the tenant.

7.10 WRITTEN CONSENT

- ¹ The written consent of JUWO is required:
 - a. the accommodation of third persons free of charge for a period of more than two weeks;
 - b. the keeping of animals of any kind.
- ² Non-compliance is considered a serious breach of agreement and entitles JUWO to terminate the entire tenancy agreement (entire flat share).

8. RIGHT OF INSPECTION

- ¹ The lessor, JUWO or persons appointed by them shall have the right of inspection in accordance with Art. 257h of the Swiss Code of Obligations in order to safeguard the property rights and to carry out the repair and maintenance work incumbent upon them.
- ² Subject to special urgency, e.g. to prevent consequential damage or to ensure operational safety, inspections shall be notified no more than 24 hours in advance.

9. END OR TERMINATION OF THE TENANCY AGREEMENT

9.1 GENERAL PROVISIONS

- ¹ If JUWO receives notice of termination of the main tenancy agreement, this shall result in the termination of the subtenancy at the same time, irrespective of the usual periods of notice. Once JUWO has received notice of termination of the main tenancy agreement, the JUWO tenants can no longer terminate the contract. A judicial extension of the rental relationship is excluded.
- ² If members of the flat share no longer meets the criteria of the JUWO letting regulations, JUWO can terminate the tenancy with a three month notice period.
- ³ The termination of the tenancy agreement by JUWO will be sent to all members of the flat share by registered letter on an officially approved form.
- ⁴ Notice shall be deemed to have been given in good time if it is received by the other party or made available for collection at the latest on the last day before the start of the notice period.

9.2 PERIODS OF NOTICE

- ¹ Unless otherwise stated in the tenancy agreement, a three-month notice period applies to the 15th or end of the month, but not to 31 December.
- ² Fixed-term tenancy agreement end automatically on the expiry date stated in the tenancy agreement.

9.3 FLAT TERMINATION

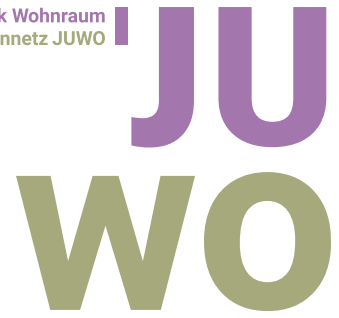
- ¹ Termination on the part of the tenant or the flat share must be made in writing. All members of the flat share must sign.
- ² JUWO selects the entire subsequent tenants.

9.4 ROOM TERMINATION / LEAVING THE FLAT SHARE

Individual members of the flat share may terminate or leave the flat share by giving three months' notice to the 15th or end of a month, but not as of 31 December. A subsequent tenant must be provided who meets the criteria of the JUWO letting regulations. As a sign of agreement, all members of the flat share must sign the cancellation form.

10. RETURN OF THE RENTED PROPERTY

- ¹ The rented property, including all adjoining rooms and common areas, shall be returned clean and completely vacated, with all keys, on the date agreed with JUWO.
- ² A handover protocol concerning any defects shall be drawn up and signed by both JUWO and the tenants.
- ³ No flat handovers will be carried out between 15 December and 15 January.



11. PLACE OF JURISDICTION

The place of jurisdiction is Zurich.

NOTE

These General Terms and Conditions of the Tenancy Agreement for Residential Premises (GTC) were examined for legal conformity on 17 June 2022 by the Legal Service of Housing Cooperatives Switzerland, Association for Non-Profit Housing Developers.
