

## 1. Area of application

In the case of any claims arising in relation to the contractual relationship between e-domizil AG (referred to hereinafter as «e-domizil») and the owner (referred to hereinafter as «the lessor») the following contractual conditions shall exclusively apply during the entire duration of the contract for every property of the lessor that is offered by e-domizil.

## 2. Rights and responsibilities of the lessor

2.1 The lessor records all data describing his property via the e-domizil website. He declares that he has truthfully filled out the online form. He provides e-domizil free of charge with photo and documentation material of the property of which he owns the copyright and permits the use of the above-mentioned items.

2.2 The lessor bears the entire responsibility for contact details, the bank account and VAT liability being correct at all times and must carry out any changes immediately in the "landlord administration area" (login at [www.e-domizil.ch/premium/landlord](http://www.e-domizil.ch/premium/landlord)) under "landlord data".

2.3 The lessor commits himself to verify the online presentation provided by e-domizil on the basis of his specifications and to report any mistakes or change requests to e-domizil immediately.

2.4 Any later changes in the property (i.e. changes in furnishings) or to the property's surroundings (i.e. construction work, opening of a disco, closing of service businesses) that are either caused by the owner or a third party are to be immediately reported to e-domizil in written form or directly via the online questionnaire by the lessor.

2.5 The lessor or the key holder is to hand over the property at the agreed time in a suitable condition and as contracted.

2.6 The lessor can occupy the property himself or rent it out to other parties. These dates are to be entered immediately under the heading "availabilities" in the "landlord administration area", so that the respective dates can be shown as reserved. If, however, a double booking does occur, the reservation made by e-domizil has priority. If in individual cases a cancellation of a booking through the lessor should occur anyhow before the arrival of the customer, e-domizil will charge expenses of 17,5% of the rental price, minimum 40 Swiss Francs.

2.7 The lessor declares not to insert any links to private or commercial websites, contact information (e.g. e-mail address) or telephone numbers within the property presentation. If the lessor violates this contract clause, all his property presentations will be disabled immediately.

2.8 The lessor is to confirm knowledge of bookings procured by e-domizil in writing or orally within 24 hours of receiving a booking confirmation by e-domizil.

2.9 If a security deposit has been stipulated, the lessor or his representative can demand this deposit from the customer when the keys are handed over. The lessor returns the deposit to the customer upon the return of the keys – if applicable less additional charges. If the lessor or his representative discovers any damage prior to the departure of the customers, he can settle this matter on the spot by subtracting the sum from the security deposit.

2.10 If the lessor transfers the usage rights or ownership rights of the rental property to another party, he must ensure that his successor is able to guarantee that the property is available for the dates already reserved. The lessor will immediately inform e-domizil about the transfer of the usage rights or ownership rights of the property.

2.11 The lessor shall commit himself to adhere to the privacy regulations of e-domizil. These regulations are updated and available on the site [www.e-domizil.ch/premium](http://www.e-domizil.ch/premium).

## 3. Rights and responsibilities of e-domizil

3.1 e-domizil includes the property as a part of its rental offer and presents the property within e-domizil's normal business operations on the internet.

3.2 e-domizil is entitled to discontinue the presentation of the property temporarily if the lessor does not fulfil his contractual obligations. The same applies if

e-domizil faces loss or damage as a result of the lessor's behaviour.

3.3 e-domizil creates an internet presentation of the property based on the specifications in the online-form.

3.4 As part of its business operations, e-domizil carries out the administration of the bookings, the collection of the rental price and the support service for the customers who have booked the property via e-domizil.

3.5 e-domizil will inform the lessor by e-mail or fax of any booking, cancellation or the replacement of expected customers by others. Especially in case of short-term changes, notification may be given via telephone.

3.6 When detecting a security risk, e-domizil reserves the right to temporarily discontinue the services of the platform for the protection of all users.

## 4. Payment methods

4.1 e-domizil shall transfer the rental price agreed for each respective period minus the commission to the lessor one week before the arrival of the customer. In so far as the lessor is not subject to VAT in Switzerland, the Swiss VAT prescribed by statute shall be deducted from the rental price for properties located in Switzerland when they are booked and before the deduction of the commission.

- Properties outside of Switzerland:  
Rental price – commission = lease credit
- Properties in Switzerland, the lessor is subject to VAT in Switzerland:  
Rental price incl. VAT – commission = lease credit
- Properties in Switzerland, the lessor is not subject to VAT in Switzerland:  
Rental price incl. VAT – included VAT = rental price excl. VAT – commission = lease credit

In case of short-term bookings or delays in payment the bank transfer will be effected as soon as possible. If any fees arise for bank transfers to a foreign account, they have to be paid completely by the lessor.

Due to security reasons, the payment of the first booking for new lessors is transferred after departure of the hirer.

4.2 e-domizil has the right to charge any compensation or reimbursements against payments for the lessor. The lessor does not have the right to refuse service provision to further customers if he does not agree to the settlement of the claims.

4.3 The lessor or his representative collects directly from the customer any additional costs for services that are not listed in this contract or in the customer's voucher.

4.4 If a customer extends his stay, the billing will be carried out through e-domizil.

4.5 If a customer withdraws from the contract within 60 days prior to arrival, the lessor shall receive payment of the cancellation fee charged to the customer minus the commission corresponding to the publication model chosen. If the property is situated in Switzerland and the lessor is not subject to VAT in Switzerland, the Swiss VAT prescribed by statute shall be deducted prior to the deduction of the commission. The extent of the cancellation fees goes by the valid General Contract Conditions for the customer, which form the basis of the booking. The claim lapses if the property can be booked or occupied by the manager himself for the time period originally booked. The payment of this amount will be effected after the period cancelled.

## 5. Liability

5.1 The lessor is to guarantee that the property is in a suitable condition. He is liable for the accuracy of the information that he provides and the existence of the qualities and features he promised.

5.2 The lessor is liable for the accuracy of both his statement and the delivered photo and documentation materials.

5.3 The lessor that he is legally allowed to assign the right of use and utilisation. He is directly responsible for the VAT consequences when the details required by VAT law are incorrect, untrue or incomplete.

5.4 The lessor is liable to the customer and e-domizil for handing over the property at the agreed time, in an appropriate condition and for ensuring the utilities are all available.

5.5 e-domizil is to immediately inform the lessor of any customer complaints. If the complaint is made on-site, the lessor undertakes to check the facts of the matter immediately and to resolve them. In addition, the lessor is to immediately provide its opinion on the complaint to e-domizil. In the case of complaints after the departure of the customer, e-domizil is to forward them to the lessor without delay. The lessor is to state its position within seven days.

5.6 If e-domizil does not receive this statement within that period or if taking legal action will most likely not be successful for e-domizil according to e-domizil's legal adviser's evaluation due to statutory or judicial provisions, e-domizil has the right to satisfy the customer's claims at its own discretion as the matter stands in the form of a fair settlement.

5.7 The lessor is responsible for all consequences arising from a breach of contract.

5.8 e-domizil shall accept no liability for the terminal of the user, for the technical access to the service offers of e-domizil as well as for the necessary software. e-domizil shall accept no liability for any damages that occur from the use of the internet.

5.9 e-domizil shall accept no liability for the consequences of problems, interruptions and delays, especially when the offer is published on a third party's website.

5.10 Except for cases in which e-domizil is liable as a result of this contract, the lessor is to free e-domizil from any compensation or price reduction claims.

5.11 In the case that e-domizil is required to pay compensation, reimbursements etc. to its customers due to judicial decisions or extrajudicial agreements, e-domizil can fall back on the lessor for the full amount. In case of a judicial conflict, the lessor has to pay all court and lawyer fees of e-domizil besides the compensation and reimbursement claim of the customer.

5.12 e-domizil is not responsible for any damage or theft caused by customers. Compensation can only come from the customers directly.

## 6. Duration

6.1 This contract runs until the end of the calendar year following the year in which this contract was concluded. It extends itself automatically for a further year as long as the lessor or e-domizil does not cancel it by 30th November of the current year.

6.2 The right to extraordinary notice of cancellation remains unaffected. A rescission without notice has, nevertheless, no effect on already finalised rental agreements. In this case, the lessor is required to carry out his obligations.

## 7. Final conditions

7.1 The invalidity or ineffectiveness of individual clauses in this contract does not affect the validity of the others. The parties involved in the contract will replace the inadequate clauses with more effective ones which better fit the needs of the parties from both a legal and business perspective.

7.2 These general terms and conditions are available in German, French, Italian and English. Where disagreement occurs, the German version shall prevail.

7.3 All conflicts and disagreements caused by this contract are to be jointly settled. **Where a legal dispute occurs, the only place of jurisdiction shall be Zurich, Switzerland.** Swiss law shall be exclusively applicable.

7.4 e-domizil reserves the right to amend these general terms and conditions at any time.

## 8. Contractual partner

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