

## **General Terms and Conditions**

The company LivingMoments AG (hereinafter referred to as "LM") with its registered office in Sargans offers services in the field of living and accommodation. It rents and maintains furnished rooms, studios and apartments (small apartments), partly on behalf of the owners.

### **Scope of application**

These General Terms and Conditions regulate the legal relationship between LM, as seller, landlord or agent, and the Customer, which takes place in connection with a sale, rental or brokerage of products, apartments or services via the Internet portal [www.livingmoments.ch](http://www.livingmoments.ch) as well as via telephone contact. By placing an order, the customer expressly agrees to the GTC.

Apartment rentals are subject primarily to the provisions of the corresponding rental agreement. In accordance with the rental agreement, LM's service obligations consist of the provision of apartments and the processing of the booking. Other information vis-à-vis the Customer that goes beyond the information contained in the media, in particular the Internet portal or the catalogs of LM (e.g. entry conditions, etc.), is only binding if a separate information contract is concluded with the Customer in writing.

### **Conclusion of contract**

The presentation of the apartments, services and products on the website [www.livingmoments.ch](http://www.livingmoments.ch) does not constitute a legally binding offer, but a non-binding online catalog.

The buyer confirms with the booking that he is capable of acting according to the law of his country of residence (but at least 18 years old) and can legally conclude contracts.

### **Conclusion of contract for residential rents**

Residential rentals generally require a lease agreement and are primarily subject to its terms. Once a rental agreement has been concluded, further rental payments can be processed via the LM Shop.

By submitting a rental application via LM's website, the Customer instructs LM to draw up a rental agreement on behalf of the Owner. The Customer's offer to conclude a rental agreement should be transmitted via website via the rental application, but can be accepted by LM by mail, e-mail or telephone in exceptional cases.

The mere completion and sending of a rental application form or the confirmation of sending received, does not constitute the conclusion of an agreement.

Upon the rental application, LM will send the Customer a rental agreement together with the rental conditions via the web portal. As soon as the Customer, within the set period, confirms the rental agreement with the associated rental conditions online and pays the corresponding initial payment (usually deposit, final cleaning and 1st rent), he/she will immediately receive an automatically generated sending confirmation with the rental agreement, this is considered as binding conclusion of the rental agreement. If, in exceptional cases, the rental agreement is sent to the customer by mail, the conclusion of the rental agreement is valid by the handwritten signature of both parties.

The rental application requires the Customer to provide LM with personal data such as name, address, e-mail address and, if applicable, credit card details. The Customer is obligated to immediately check the transmitted booking data for correctness and to notify LM of any discrepancies. If this is not done, LM may claim contributory negligence on the part of the Customer.

Subletting, assignment of the rent or leaving the rental object to other persons or businesses are excluded. All prices are in Swiss Francs (CHF). Apartment rentals are not subject to VAT in Switzerland.

LM requires a security deposit for residential rentals. The deposit serves to cover, among other things, claims for damages. The deposit is settled within 30 days after termination of the rental agreement. If at that time the amount to be covered by the deposit cannot be determined or if the tenant refuses to pay it, the LM may retain the deposit or part of it. LM's claim is not limited to the amount of the deposit.

## **Conclusion of contract products and services**

Products and services can be ordered in the LM Shop. By clicking the button "Send order", you as a customer place a binding order for the goods or services contained in the shopping cart.

The confirmation of receipt of your order together with the acceptance of the order takes place immediately after sending by an automated e-mail. With this e-mail confirmation, the purchase contract is concluded. Likewise, with the confirmation of receipt you will receive all customer information, which you should print out for your records.

## **Offer and prices**

Offer and prices All prices are in Swiss Francs (CHF), if provided including VAT. The prices are net and independent of the order quantity.

Transaction fees as well as shipping costs for a possible delivery will be charged additionally, they will be clearly communicated in the store.

## **Payment**

The following payment options are available for payment:

- By credit card (Visa, Mastercard, Amex)
- By debit card
- By PostCard
- By Twint
- By Paypal
- By prepayment (in exceptional cases on agreement)

The processing of your order begins as soon as the account receipt of the amount to be paid.

In case of payment by card, the order amount will be debited directly. Transaction fees will be charged to the customer in % of the purchase value.

In case of prepayment, we will provide you with our bank details in the order confirmation and process the order after receipt of payment.

If, in particular in the case of apartment rentals, the deposit and the balance are not received by LM by the agreed date, LM may rent the object to another party without becoming liable to pay compensation; LM may, however, also insist on the fulfillment of the contract.

## **Contract fulfillment**

If force majeure (environmental catastrophes, force of nature, etc.), official measures, unforeseeable or unavoidable events prevent the fulfillment of the contract or its continuation (in particular in the case of rental contracts), LM is entitled (but not obligated) to offer the Client an equivalent substitute object to the exclusion of claims for compensation. If the service cannot be provided or cannot be provided in full, the amount paid or the corresponding share for the services not provided will be refunded to the exclusion of further claims.

## **Right of revocation and cancellation**

In the case of rental contracts, the period of notice agreed in the contract shall apply.

For the cancellation, the date on which the cancellation form on the website of [www.livingmoments.ch](http://www.livingmoments.ch) is submitted online to LM is valid. Thereupon, the guest will immediately receive an automatically generated transmission confirmation. The cancellation will be definitively confirmed by LM within 2 working days, taking into account the contractually agreed cancellation period. If this definitive confirmation of

termination is not received within 2 working days, the Guest is obliged to inform LM immediately (by telephone or e-mail) and, if necessary, to provide evidence of the transmission of the termination form by presenting the automatically generated transmission confirmation.

Service orders for which a service has already been performed cannot be cancelled.

## **Warranty**

The rental object will be handed over to the Lessee in a clean and contractually compliant condition. If there are any defects or the inventory is incomplete at the time of handover, the Lessee must notify LM of this immediately. Otherwise, it will be assumed that the rental object has been handed over as being in perfect condition and has been accepted by the Lessee as being free of defects.

## **Retention of Title**

Keys to the rented object will only be handed over after full payment of the deposit, 1st rent as well as the final cleaning fee.