

General Terms and Conditions of TCASG GmbH

1 Contract

The present General Terms and Conditions govern the legal relationships between the TCASG GmbH (hereinafter referred to as TCA) and its customers (hereinafter called host / guest). The General Conditions (hereinafter called GTC) apply to all offers and services of the TCA, but especially for that leave an apartment of the TCA.

1.1 Contract and takeover of Conditions

By sending the electronic booking request or at the latest upon receipt of the written confirmation, the guest explained fully agree with the Conditions of the TCA. The terms and conditions are available at all times on www.touchbed.ch and are in all apartments at the TCA on. In addition, all contained by the TCA sent documents, including confirmations and Reservations-forms, a direct link to the current version of the Terms and Conditions below www.touchbed.ch,

1.2 number of guests

The booked apartment maximum number of persons may be accommodated, as indicated on the confirmation by the TCA. The TCA can provide additional costs for additional guests accommodated in accounting and / or demand the immediate expulsion of these in addition accommodated guests according to their tariffs at any time.

1.3 Adaptation of the book

A book adaptation, notably concerning arrival or departure date, length of stay, apartment type, additional services, is valid only with the consent of the TCA and only with the issue of a new booking confirmation by the TCA.

1.4 General terms of usage Apartment, Outbuildings

The guest has to use (eg washroom or bike room) the right, in addition to the booked apartment and the adjoining rooms, not designated as private. Parking places are not available.

1.5 In the price of the TCA

- Fully furnished apartment
- Free WiFi (Internet)
- Self-service laundry room in the house
- All utilities (incl. Electricity, heating, hot and cold water)
- Final cleaning (according to para. 4.2)
- VAT (according to para. 3.7)
- Guest fees St. Gallen (CHF 0.80.- per person / night)
- Other individual services are an additional charge available and on request

2 Inception, contract duration, renewals and cancellations

2.1 Contract start

A booking is confirmed after the issuance of confirmation by the TCA. For reservations of 31 nights, the guest is obliged to complete the added sent reservation form to sign and send back to the TCA.

2.2 Contract duration

An apartment is in each case the booked time period available. The decisive factor is the under in the booking confirmation "booking period" noted period. The guest has no right to use the apartment beyond this period.

2.3 Renewal

Guests can not shorten or lengthen a booking made. However, it is free to the apartment for an arbitrarily long period of time - even indefinitely - to book and according to the cancellation terms of the TCA, according to para. 2.4 to cancel the nights already booked time free of charge.

2.4 Cancellation

Bookings 1-30 nights

For reservations 1-30 nights free cancellations of booked nights before stay subject to a seven-day cancellation period are possible. Cancellations will be accepted daily until 12:00 from the TCA. The cancellation is valid only with written confirmation by the TCA.

Bookings of 31 nights

For reservations of 31 nights free cancellations of booked nights before or during the stay, subject to a thirty-day cancellation period are possible. Cancellations will be accepted daily until 12:00 from the TCA. The cancellation is valid only with written confirmation by the TCA. Apart from that, no free cancellations are possible.

3 Invoices and payment

3.1 Score and late payment obligation

The guest is obliged to pay the prices listed in the booking confirmation or in the invoices for accommodation and services on time. The amount of the charges due and the corresponding payment periods (maturities) are contained in the invoices that are sent along with the confirmation of the TCA to the guest via e-mail. Will the amounts owed that are due before the move, not paid on time within the specified on the invoice due date, the TCA is entitled to withdraw from the contract, that is to cancel the reservation and to deny the guest to enter the apartment. In this case, any claims of the guest extinguished. not payable by guest during a stay a due invoice amount, he is from the date of payment in arrears. The TCA will ask the guest to pay the amount due within 5 days. If such extension is not observed, the TCA has the right to cancel the booking with immediate effect, bringing the guest loses the right to occupy the apartment, and he needs (ie within a day) take off with immediate effect.

3.2 Ensuring furniture and booking / authorization credit card charge

The TCA may require the guest as a security specifying valid credit card information, payment of a deposit and / or a copy of your passport.

For reservations of 31 nights requires the TCA from the guest the payment of a deposit to the deposit account of the TCA. The deposit and the maturity of which are (the deposit account "Deposit account") refer to. The deposit will not earn interest and, if all bills are paid and there is no damage when you move out, refunded within 10 working days after moving out to the guest. Failure to pay the deposit, the TCA is entitled to withdraw from the contract to forgive the object elsewhere and to require the defaulting guest one regarding cancellations or processing fee. Any damage to the inventory, furniture, apartment or building as well as arrears or other costs (eg due to lost keys) are deducted from the deposit.

When booking 1-30 nights where no deposit is charged by the TCA, is required by the guest the announcement of valid credit card details. The TCA is entitled to accommodation costs / if necessary. (Due to lost keys, for example) to charge the cost of additional services, damage to the inventory, furniture, apartment or building and arrears and other costs of credit score. The guest agrees to entering his credit card information and agree that their credit card will be charged with the corresponding costs.

3.3 Payment deadlines

The accommodation costs due and (for stays of 31 nights) and the deposit amount shall be paid in accordance with the stated on the invoice payment periods of TCA. following maturities apply:

Bookings 1-30 nights

The total accommodation cost is due 5 days after receipt of the confirmation / invoice and for last minute bookings no later than the entry into the apartment.

Bookings of 31 nights

- The deposit 5 days after receiving the "Deposit account" due.
- The cost of accommodation / if necessary. the cost of additional services for the first month (as per invoice) are due 5 days prior to collection.
- The cost of accommodation / if necessary. the cost of additional services the following months (according to invoice) are due five days of each month beginning next.
- Booked additional services will be billed separately at cost and are due as specified in the bill.

3.4 Terms of payment

Payments will be made always in Swiss francs (CHF) and without commission or credit card deductions.

3.5 Payment methods

For bookings under www.touchbed.ch only payment by credit card is possible. For reservations by e-mail all the amounts due by bank transfer, debit or credit card or cash at check-in can be settled. However, the cash at check-in is only possible if the guest gives his valid credit card information is known within the payment period by e-mail.

3.6 Reminder fees and default interest

The TCA is entitled to invoice in case of default of the guest, reminder fees and default interest of 5% on all amounts due.

3.7 Additional services and VAT

Additional services booked will be provided at least on a monthly basis separately for stays of 31 nights. On all services the legally due tax is payable. In the accommodations, and the services included, according to para. 1.5, which is currently legally owed tax of 3.7% is included.

4 Feeder (check-in) and extract (check-out)

4.1 Check-in / check-out

Unless the TCA otherwise agreed, the apartment can be purchased and returned as follows: arrival from 14:00h, departure until 10:00am.
If the apartment is not left on time, an additional daily rate will be charged.

4.2 Return and cleaning

The guest has to leave the apartment in a tidy condition. If the Condition of the apartment make an above-average duration of cleaning necessary, the additional costs are invoiced and the credit card specified loaded directly offset against the deposit or for bookings of 31 nights.

5 Authorities

For a booking from 8 weeks, the guest is obliged to feed within 14 days St. at respective competent authorities of the city Gallen (Einwohneramt, post etc.) to log on and log off there when you move out again.

6 Guest Liability

If keys are lost and damage, loss or destruction of the inventory of the furniture, the apartment or the building by the guest or by a third party the guest for any resulting damage comes on in full. The guest is liable for damages resulting from lack of care, smoking and misuse. Theft, intentional damage to property and other offenses in connection with the accommodation in the TCA apartment will be reported to display and the TCA is entitled in this case to cancel the reservation without notice.

7 Use

7.1 General

The guest is obliged to treat the apartment, which generally accessible rooms as well as the inventory, furniture and equipment with utmost care. The instructions for the devices (eg washing machine) must be followed. The apartment may only be used for its intended purpose (as a private living room).

7.2 Pets

Pets are not permitted without written permission by the TCA.

7.3 Construction, repair and maintenance

In the apartment and in communal areas, no structural changes may be made.

7.4 Use and sublet

It is not permitted to the guest, or sublet the apartment to a third party to leave it to third parties. It is not permitted to operate commercial in the apartments. The TCA has to have to cancel the booking with immediate effect and without notice terminate an existing contractual relationship and identify the guest when it denies immediate statement without extensions the right, for any breach of hospitality and mentioned in these terms obligations.

8 Mail and Internet use

8.1 Post Office

Guests of the TCA are instructed to specify deliverers of mail the following letter and parcel-address.

First name last name c / o, Apt. No. Xy, Street no, code City.
Example: John Smith c / o TCASG GmbH, Studio 2, Mühlensteg 10a, 9000 St. Gallen
Is addressed to a different address, the delivery of mail can not be guaranteed.

8.2 Internet use

The TCA is not liable for damages from the Internet use (spam, viruses, failures or disruptions of the Internet connection, etc.) arise. The guest is not entitled to a refund. Internet disruptions are to be reported during office hours at TCA. The guest is obliged to protect its own devices from malware to prevent be sent via the network of TCA spam or viruses. The TCA has the right to exclude a guest at any time from the network. The guest acknowledges that the TCA is committed to actions in Internetaufzuzeichnen.

9 House rule

9.1 Public spaces

The guest has to take the needs of the other guests back-view (eg washroom), the staircase and all gears in the use of general utility rooms and must keep them clean. The accommodation of personal property in these areas is prohibited, as they block the way in an emergency / fire and the evacuation hinder (eg bicycles in the stairwell).

9.2 Sweepings

The waste must be disposed of in the service space in a closed garbage bag in the provided by the TCA available recycling center.

9.3 Night rest

From 22:00 to 7:00 in all apartments room volume is observed.

9.4 Smoking ban

Smoking is prohibited in the apartments as well as in all other premises.

9.5 Fire / emergency exits

In case of fire, the emergency exits are marked to use the stairs.

9.6 Grilling

The grilling on balconies / terraces is prohibited.

10 Right of access

All staff of the TCA is entitled to enter the apartment without prior notice or obligation at any time. The guest is aware that the employees of the TCA have the necessary keys. It is not permitted for guests to deny access to the apartment to employees of the TCA.

11 Emergencies

In case of health emergencies or threats directly the police (117), the local emergency, the emergency services (144) or the international emergency number (112) should be called. For building services emergencies TCA can be reached on the number +41715771045. Repairs, depending on the urgency, normally carried out from Monday to Friday, between 08:00 to 17:00. To special operations, causing the host (eg, lost keys) must be that itself strives. If a service is provided by the TCA in such a case, the guest will be charged a service fee depending on the effort.

12 Disclaimer and insurance

12.1 Disclaimer

The TCA is not liable for the following damages:

- Any damages which the guest has inflicted.
- Personal injury caused by the use of the apartment and the inventory (eg by use of the kitchen equipment such as knives)
- Damage caused by disturbances due to acts of God, strikes, etc.,
- Damage due to faults and interruptions of the Internet connection,
- Damage and / or loss of personal belongings and furnishings of the guest (luggage, clothing, valuables, furniture, vehicles, etc.), which are housed in the apartment or in / around the building.

12.2 Insurance

The guest and his personal items are from the risks of accommodation (eg accident, illness, theft, fire and water) are not insured by the TCA. Personal liability insurance is the responsibility of the guest and is mandatory.

13 data protection

The TCA is entitled to collect personal information to process and utilize, to the extent required by the smooth operation. The storage and transmission of data to third parties only to the extent necessary. The guest agrees.

14 Severability

If any provision of these Terms is invalid, the remaining provisions shall remain unaffected. The parties will then seek a permissible provision that comes closest to the intended regulation.

15 Changes and additions to the Conditions

Change or amend the terms and conditions can occur at any time of the TCA without pre-notice.

16 Communication / literacy

All communications of TCA (incl. Booking confirmation, invoices, etc.) takes place via e-mail. The certificate issued by the TCA booking confirmation contains all agreements made regarding a reservation. Any amendment or addition to be valid in writing. E-mails fulfill the written form.

17 Applicable Law and Jurisdiction

The contract is subject exclusively to Swiss law. Jurisdiction for disputes arising are the competent courts in the location of the apartments.

Altendorf, in August 2020