

General terms and conditions

Version in force on 1st September 2021

This translation is provided for your convenience only. In the event of any difference in meaning or interpretation between the French language version, and this translation, the French language version prevails

TITLE I

GENERAL PROVISIONS

Article 1

Definitions and scope

1. These general terms and conditions (the “**GTC**”) govern the rights and obligations between the tenants, the guarantors and the Fondation Solidarité Logement pour les Étudiants-e-s (the “**FSLE**” or the “**Lessor**”).
2. “In writing” or “written” means any type of correspondence, by mail or electronically.
3. The term “in training” means a person who is studying full-time or part-time at a recognised school in Switzerland or who has a trainee contract in Switzerland or who has a (post)doctoral status in Switzerland.
4. “Tenant” means a person in training who has a property leased by the FSLE.
5. “Parties” means tenants, guarantors and the FSLE;
6. “Residence” means a flat house in which the FSLE rents property to persons in training.

TITLE II

BENEFICIARIES

Article 2

Beneficiaries

1. The FSLE residences are exclusively reserved for people in training.
2. The Tenant must be in possession of a document certifying that they are in training.
3. The extension, termination or interruption of training must be reported to the FSLE immediately.
4. At any time, the FSLE is entitled to request and obtain proof from the Tenant that they are still in training.

Article 3

Extension beyond the training period

1. Any extension of the lease after training must be requested by the Tenant with reasons.
2. The FSLE may, at its discretion, extend the Tenant's lease.
3. The extension may not exceed a period of 6 months.

TITLE III

RENT, FLAT-RATE ANCILLARY EXPENSES, SERVICES AND OTHER COSTS

Article 4

Flat-rate ancillary expenses

The flat-rate ancillary expenses, including water, heating, electricity, concierge services, water purification taxes, maintenance of fire installations and ventilation, as well as any charges defined as ancillary costs in the “Règles et Usages Locatifs du canton de Vaud (RULV)” (*Rental rules and practices of the Canton of Vaud*) determine the gross rent payable.

Article 5

Additional services

1. The additional services are to be added to the gross rent and include private liability insurance limited to the residence, compulsory fire insurance (ECA), radio and television tax (SERAFE), internet connection and bedding.
2. Maintenance of the communal areas by a cleaning service is provided by the FSLE in some residences on a voluntary basis and is not included in the additional services charged. It can be temporarily or indefinitely stopped or reduced.

- Article 6** **Tourism tax**
1. Tourism tax is collected on behalf of the municipalities concerned from tenants who are subject to them in accordance with the "Règlement intercommunal sur la taxe de séjour" (*Intercommunal regulation on tourism tax*) or any other applicable regulation.
 2. Any disagreement regarding the collection of tourism tax must be brought by the Tenant to the Commune of Lausanne.

- Article 7** **Other costs**
1. The costs of financial transactions in connection with the leased property (charges for payment at a post office counter, transfer charges, exchange charges, etc.) are to be borne by the Tenant.
 2. At the end of the Tenant's rental agreement, the cleaning costs of the rented property are charged at a flat rate of at least CHF 75.00 if it is a room in a house. There is no exit cleaning for the rooms in flats.
 3. The reminder fee is CHF 30.00 per reminder.
 4. The opening of a dispute file, after at least one reminder has been sent, is charged at CHF 50.00 if the debtor is a resident in Switzerland and CHF 100.00 if they are a resident abroad. In addition, all costs associated with the collection of overdue payments (costs of searching for an address (including abroad), costs of debt collection and costs of third parties specialised in debt collection, etc.) are payable by the Tenant.
 5. Additional procedures generated by fault of the Tenant (damage, negligence, missed appointment, etc.) can be charged according to the following rates: CHF 30.00/h for an assistant, CHF 100.00/h for the Director or a member of the Foundation's Board.

TITLE IV **TERMS OF PAYMENT**

- Article 8** **Means of payment**
1. All payments must be made by bank transfer or QR-invoice.
 2. The Lessor shall provide a QR-invoice on request for all payments.
 3. Other types of payment, including cash payments, are not accepted by the Lessor in principle.

- Article 9** **Payment deadlines**
- The rent, flat-rate ancillary costs and additional services are to be paid by the end of the month preceding the month of lease concerned.

- Article 10** **Late payment**
1. If the Tenant is more than three days in arrears with a monthly payment, the Lessor may send a reminder to the Tenant and/or Guarantor.
 2. If, despite a first reminder, payment is still not made, the Lessor may take one or more of the following actions:
 - a. send additional reminders;
 - b. take action against the Guarantor;
 - c. open a litigation file.
 3. If the Tenant is more than twenty days in arrears with a monthly payment and has received an unsuccessful written notice of default, the Lessor may demand that the rent and flat-rate charges be paid quarterly in advance as of the month following the expiry of the deadline set in the formal notice of default.
 4. The lease agreement is an acknowledgement of debt within the meaning of Art. 82 LP (Federal Law on Debt Collection and Bankruptcy).

TITLE V

SECURITIES

Article 11

Advance payment of rent

1. An advance of two months' gross rent must be paid within 7 days of confirming interest in entering into a tenancy agreement, but no later than when the keys are handed over.
2. The rent advance is used to pay the first and last month's rent.
3. The Lessor may, upon justified request, exempt the Tenant from the payment of an advance rent.

Article 12

Rental guarantee

1. A rental guarantee of one month's rent must be paid within 7 days of confirming interest in entering into a tenancy agreement, but no later than when the keys are handed over.
2. The Lessor may, upon justified request, exempt the Tenant from the payment of a rental guarantee.

Article 13

Guarantee for furniture

1. A financial guarantee for the rented furniture must be paid within thirty days of the Tenant confirming that they are taking the rented property, but no later than when the keys are handed over.
2. The Tenant may not object to the set-off against this guarantee for any other debts to the Lessor and/or work to restore the leased property.
3. The financial guarantee is returned thirty days after the Tenant's departure.

TITLE VI

TENANT'S ENTRY

Article 14

Tenant's entry

1. The Lessor shall hand over the leased property to the Tenant in a clean and proper condition.
2. On the Tenant's arrival, an inventory of fixtures, including the inventory and the state of the objects made available to the Tenant, is drawn up. In the absence of an initial inventory of fixtures, the inventory of fixtures of the previous Tenant shall be deemed authentic.
3. In the event of defects subsequently discovered by the Tenant, these must be reported to the Lessor in writing no later than fourteen days after taking possession of the leased property. Failing this, the rented property shall be deemed to have been returned in the condition mentioned in the inventory of fixtures on entry.

Article 15

Defects in the leased property

The burden of providing proof that the rented property was not received in good condition lies with the Tenant.

Article 16

Tenant's departure

1. At the end of the lease, the rented property, as well as the dedicated storage spaces in the communal areas (cupboards, lockers, etc.), must be returned clean and free of any material belonging to the Tenant.
2. Any damage to the rented property, the communal areas and/or the furniture will be charged to the Tenant.

Article 17

Change of room

In the event of a change or exchange of rooms, the provisions for the departure of the Tenant apply to the rented property left behind and the provisions for the entry of the Tenant apply to the new rented property.

- TITLE VII USE, MAINTENANCE AND VISITS**
- Article 18 Use and maintenance of the leased property**
1. Unless otherwise provided, the leased property is intended to be used for residential purposes by one person only.
 2. The rented property and its furnishings must be carefully and properly maintained by the Tenant.
 3. The furniture must not be altered, moved, and/or stored anywhere other than in the rented property.
 4. Refrigerators, freezers and electric or gas cookers are not allowed in the rooms for safety reasons.
 5. The presence of animals in the rooms, communal areas and exteriors is forbidden.
- Article 19 Use and maintenance of communal areas**
1. Furniture in communal areas is provided by the FSLE at its discretion and must not be moved under any circumstances; it must be replaced immediately if necessary.
 2. Tools, appliances, installations and equipment made available must be used with due care and must be returned cleaned and made available to the other tenants as soon as possible. The Tenant shall, in particular, ensure that the household equipment is washed and tidied.
 3. Stoves, kettles and toasters should never be used outside the kitchen.
 4. The storage of motor vehicles is prohibited inside the building.
- Article 20 Use and maintenance of exteriors**
1. It is forbidden to hang clothes or any other object on the windows.
 2. Objects stored on balconies must not extend beyond the edge of the balcony.
 3. It is forbidden to start fires (grills, barbecues, etc.) on balconies, terraces and in the garden.
 4. The exteriors must be kept neat and clean at all times.
- Article 21 Modification or alteration by the Tenant**
1. The Tenant shall not make any alterations or modifications to the rented property, the communal areas or the exterior without the written permission of the Lessor.
 2. In the absence of written authorisation, the Lessor may demand that the leased property be returned to its previous state.
 3. Any costs and damages incurred are to be borne by the Tenant.
- Article 22 Damage caused**
1. The Tenant is responsible for any damage caused by themselves and/or their subtenant and/or visitors.
 2. The Tenant is jointly and severally liable with the other tenants for any damage to the communal facilities and equipment resulting from a lack of maintenance.
- Article 23 Tenant's visitors**
1. The Lessor must be notified in advance of any visits lasting more than two days.
 2. The Tenant is responsible for the actions of and damage caused by their visitors.
- Article 24 Lessor's visit**
1. The Lessor's visit or work on the rented property must be preceded by at least 5 days' notice, unless they have been invited by a Tenant. Emergency cases are reserved.
 2. The Lessor may visit the communal areas at any time without prior notice.
- Article 25 Pests**
1. The Tenant shall report the appearance of pests or rodents to the Lessor.
 2. The Lessor shall make all arrangements for their extermination.
 3. The Tenant may not object to the disinfection of the rented property.

4. The inspection of the leased property in the case of suspected pests, in particular in the case of other leased properties on the same floor, is of an urgent nature and entitles the Lessor to visit the leased property.

TITLE VIII

LOANS AND SUBLETTING

Article 26

Loan and subletting conditions

1. If the Tenant intends to lend or sublet the rented property, they shall submit a written request to the Lessor.
2. The Lessor may only refuse consent if:
 - a. The Tenant refuses to communicate the terms of the sublet and the identity of the suitable subtenant;
 - b. The terms of the sublease, when compared to those of the main lease, are unfair;
 - c. Subletting has major disadvantages for the Lessor;
 - d. The sublessee is not in training or loses this status during the term of the subletting;
 - e. The Lessor's criteria are not met.

TITLE IX

COHABITATION AND LIVING TOGETHER

Article 27

Conciliation

1. If the Tenant, their sub-tenants or visitors violate the obligation to respect the other residents or the neighbours, and the problem cannot be solved between the Parties, the FSLE may organise a conciliation.
2. If this fails, after a written warning sent by registered mail by the Lessor, they may terminate the lease contract by observing a notice period of one month effective at the end of a calendar month.

TITLE X

CANCELLATION

Article 28

Fixed-term contract

Fixed-term contracts end on the date agreed by the Parties.

Article 29

Ordinary termination

Contracts of indefinite duration may be terminated by either Party by giving two months' notice by 31 January, 31 July or 31 August.

Article 30

Early termination

1. The contract may be terminated early by the Tenant by observing a notice period of one month effective at the end of a calendar month, provided that the Tenant submits, in writing and with sufficient evidence, the file of a creditworthy candidate in training who is willing to take over the lease under the same conditions and who meets the acceptance conditions.
2. If the applicant does not meet these conditions, the Tenant shall be obliged to retain their tenancy until the next term in accordance with Art. 27 of these GTC.
3. Provided that the applicant fulfils these conditions, the Lessor is not obliged to offer them a tenancy agreement, but only to release the Tenant.

Article 31

Termination in the prolonged absence of the Tenant

A Tenant who, despite regularly paying rent, does not live in the rented property for at least two consecutive months during the current period will have their lease terminated with one month's notice effective at the end of a calendar month if they do not give just cause.

- Article 32** **Termination for lack of ongoing training**
If the tenant is no longer in training during the course of the lease, the FSLE may terminate the lease by observing a notice period of one month effective at the end of a calendar month.
- Article 33** **Termination due to late payment**
In the event of late payment despite a formal notice, the Lessor may terminate the lease with a notice period of one month effective at the end of a calendar month.
- Article 34** **Termination with immediate effect**
1. If the Tenant, their subtenant and/or visitors intentionally cause serious damage to the rented property or behave towards the Lessor, other tenants or the neighbourhood in such a way that a continuation of the lease is untenable, the lease shall be terminated with immediate effect.
 2. In particular, theft in and around the buildings and the organisation of public parties in the residences are considered just cause.
 3. Lending or subletting the leased property without having applied to the FSLE is just cause for termination of the lease with immediate effect.
 4. The other legal provisions on termination with immediate effect remain reserved.

TITLE XI **FINAL PROVISIONS**

- Article 35** **Elements of the contract**
1. The "Dispositions paritaires romandes et règles et usages locatifs du Canton de Vaud (RULV)" (*Joint provisions of the French-speaking part of Switzerland and rental rules and practices of the Canton of Vaud*) in force apply in addition to the lease contract, in a supplementary manner.
 2. If the residence has specific regulations, these apply in addition to the lease contract.
- Article 36** **Validity of the general conditions**
If any provision of these GTC is found to be invalid, the remaining provisions of these GTC shall remain valid and binding on the parties.
- Article 37** **Modification of the general conditions**
These GTC may be amended at any time by the FSLE. Tenants shall be given at least 3 months' notice of any changes.
- Article 38** **Applicable law and jurisdiction**
1. These GTC are governed by Swiss law, to the exclusion of its rules of private international law.
 2. Any disputes arising in connection with these GTC shall be governed exclusively by the ordinary courts of the place where the property is located.

[Unsigned translation provided for your convenience only]

.....
Valentin BERCLAZ
Chairman of the Foundation's Board

[Unsigned translation provided for your convenience only]

.....
Hannah WONTA
Secretary of the Foundation's Board