

General terms and conditions for self storage units of w. wiedmer ag (GTC)

1. Conclusion of contract

The existence of a contractual relationship depends on a positive credit check.

2. Condition/use of the rented property

The lessor shall provide the lessee with the storage unit described in the contract in a clean, suitable condition. The lessee undertakes to take the utmost care when using the storage unit, to keep it in a good, clean condition and to return it clean at the end of the rental period. The lessee may use it only for the contractually agreed purpose. The lessee is liable for damage resulting from non-contractual use.

The lessee is not entitled to deposit or store items outside the storage unit.

The storage unit is to be used to store personal and commercial property. No items may be stored that are classified as highly combustible, explosive, self-igniting or flammable under the regulations of the fire prevention authorities, or which could damage the storage unit or the premises in which the storage unit is located in any other way. The following may not be stored: plants, food, environmentally harmful and radioactive substances, corrosive or dangerous substances or items, dead or living animals, all types of waste, items that emit strong odours, items that are susceptible to rapid deterioration and decay, and/or items designed to attract vermin. Carpets, mattresses, laundry, etc. must be cleaned, moth-proofed and packed in airtight packaging before the start of the rental period. The lessee is liable for any damage caused by a failure to comply with these provisions. The lessor is entitled to carry out inspections with the lessee if there is legitimate cause.

If the lessee intends to leave machines or heavy pieces of furniture in the storage unit, they must first seek the written consent of the lessor and indicate the estimated surface load per square metre. If the lessor does not grant written consent, the lessee is liable for damage to the rented property resulting from overloading. The lessee is furthermore obliged to prevent disruptive emissions, such as noise, vibrations and odours.

3. Access (key/keycard)

The provisions of article 5 notwithstanding, the lessee is entitled to access their storage unit during opening hours. However, if the lessee booked the storage unit online, they may access it only on the first working day after payment is received, which will depend on the payment method used (credit card or invoice). Working days are Monday to Friday, except for public holidays as set out in the public holidays calendar of the canton of Zurich.

A separate information sheet is available with particulars for each location. If the lessee chooses to independently add or remove items from the storage unit or to access the storage unit in the interim, the lessor rejects all liability for damage to the goods in storage.

Under the rental contract, authorised persons can present a piece of official identification in our packaging shops in order to access the storage unit during opening hours.

On request, the lessee can be issued with a key/keycard for unlimited access. In this case, the lessee bears full responsibility for the key/keycard and any costs incurred by a loss.

4. Authentication

Other persons named in the contract who have access authorisation to the storage unit are representatives of the lessee and will be granted access to the storage unit provided they have appropriate identification and acknowledged access in the storage card. The lessee can add or remove access privileges. This must take place in writing.

5. Default

Article 257d of the Swiss Code of Obligations (OR) applies if the lessee defaults on payment of the rent. The lessor is entitled to collect standard default interest together with a fine.

If the lessee is in arrears with the settlement of outstanding claims (e.g. rent or transport costs), the lessor is entitled to

refuse sole access to the storage unit or the removal of items until all receivables have been paid.

6. Collateral

The lessor has a right of lien on all items placed by the lessee in the storage unit for all receivables arising from the rental contract with which the lessee is in arrears. At its own discretion, the lessor is entitled to legal enforcement of its claim if the lessee is in arrears with their contractual obligations for longer than one month. If the goods in storage have no material value, the lessor is entitled to dispose of them.

7. Liability

Unless agreed otherwise, the lessor rejects all liability for damage caused by fire, water or theft, and refers to the insurance policies to be taken out if necessary.

8. Sub-letting

The rental contract may not be transferred to other parties. Sub-letting is prohibited without the written consent of the lessor.

9. Vehicles

When on the premises, vehicles of the lessee, their relatives or representatives may park only in the designated parking spaces. Use of the loading ramp must take place as quickly as possible. Vehicles may park in the ramp bay solely for the purposes of loading and unloading. The lessee must employ a sufficient number of personnel to load and unload the vehicle in order that the loading ramp is blocked for the shortest possible time.

10. Addresses

The lessee is obliged to immediately report any changes of residential or business address to the lessor in writing. All expenses resulting from a failure to fulfil this duty must be borne by the lessee. If the lessee fails to report a change in residential address, the lessor is entitled to send all correspondence to the last known address of the lessee.

11. Adjustment of rent

The lessor is entitled to adjust the rent for the storage unit in line with inflation; the lessor must provide notice of any adjustments one month in advance.

12. Return of the rented property

a) Due termination

An indefinite rental period can be terminated by either party at any time with a notice period of 14 days. Termination must be carried out in writing.

b) Termination for cause

The lessor can terminate the rental relationship for cause and with immediate effect, without complying with a notice period, if the lessee fails to fulfil their contractual obligations (e.g. through payment default, significant nuisance to the lessor or other lessees, improper use of the storage unit or transfer of the storage unit to third parties without authorisation).

At the end of the rental period, the storage unit must be returned to the lessor in good condition, completely vacated and properly cleaned by 12 noon on the first working day after the end of the rental relationship at the latest. The storage unit shall be deemed duly returned if the lessor does not report any defects within two working days. This deadline shall be deemed met if the report of defects is sent by registered post to the last known address of the lessee within the deadline (two working days).

13. Deposit

A deposit of CHF 300.00 shall be charged when the booking is made.

The deposit serves as security in the event of loss of a key/keycard, default on rent, damage or for cleaning costs. Any further costs shall be invoiced to the lessee. The deposit will be reimbursed when the storage unit and all keys/keycards have been duly returned.

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14. Right to cancel (for online bookings)

If the service has not yet been activated (i.e. before the start of the rental period), the lessee is entitled to terminate the contract within seven days of the booking date without provision of a reason. Termination must be carried out in writing.

15. Consequences of cancellation (for online bookings)

If the lessee terminates the contract and returns any keys/keycards already received, the lessor must reimburse all payments – minus an administrative fee of CHF 100.00 – immediately or within 14 days of the date on which the lessor received notice of cancellation at the latest.

16. . Place of jurisdiction

The place of jurisdiction for all disputes arising from the rental relationship shall be the location of the object of the dispute.

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