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General Conditions

Document Version 8/2026, valid from 01 Aug 2026

The University of St.Gallen - Housing Office provides off-campus accommodation for guest students according to the following conditions.
These general terms and conditions are valid for the rental of the Housing Office accommodation and form an integral part of the rental contract between the guest students (tenant) and the Housing Office (landlord).

Room allocation – Room offer

To help with room assignment, students must complete the housing application form. The information given in the application will help us assign a room that best meets personal preferences. The accommodations are assigned on a first come first served basis. However, to allocate all applicants it's not always possible to meet all individual preferences.

Furnishings

Furnishings include a bed, bedding (duvet, pillow, mattress, and a set of bed linen), cupboard, desk, office chair and desk lamp. The Housing Office does not supply towels. Kitchens are equipped with standard appliances (stove, refrigerator) and basic household utensils (pots, pans, plates, cutlery, water kettle, rice cooker etc.).

Location

Most rooms are less than 30 minutes (bus ride) away from the University.

Internet

All residences and rooms have wireless internet connection.

All WIFI-enabled computers, laptops, tablets, and other electronic devices must be protected with an updated anti-virus programme. If an unprotected device causes spam, phishing or similar attacks, the Housing Office is entitled to charge the causer the costs related to clean up by an IT specialist. If the WIFI-router is reset, modified, or otherwise interfered, the costs related to network reinstallation will be charged to the causer(s).

Housing application fee

With the application, the *non-refundable* application-processing fee of CHF 250.- is due. The amount must be wired by bank transfer (including bank fees) or paid by credit card.

Deadlines and rental period

Exchange semester	**Autumn term**	**Spring term**
Application start	18.05.	01.10.
Rental period *	01.08. - 31.12.	01.02. - 30.06.

**** Fixed rental period; latest checkout: 12:00 noon***

Rental contracts are concluded for the fixed rental periods indicated above. The accommodations are assigned on a first come first serve basis.

Rental contract

The acceptance by the Housing Office of the University of St.Gallen establishes the binding nature of the application. The tenant will receive the rental contract in paper form upon arrival in St.Gallen. The Housing Office may, under extraordinary circumstances, move the tenant to another accommodation. The Housing Office will take the interests of the tenant into consideration.

The Housing Office has the right of extraordinary termination of the rental contract in case of repeated violation of the duty of careful use and the duty of consideration. The Housing Office sends a written warning after the first event of breach. A second violation gives the Housing Office the right to terminate the rental contract immediately. (e.g. repeated non-compliance with the house rules, improper behaviour towards fellow tenants or Housing Office). Intentional serious breaches of duty will result in a termination without a notice period.

Deadline payment rent and private liability insurance

Exchange semester	**Autumn term**	**Spring term**
Term of payment	15.09.	28.02.

The tenant must pay for a full rental period. This applies also if the stay is of a shorter duration. In the event of default, interest on arrears is owed at 5%.

Liability

a) Personal liability and private liability insurance

The tenant has to use the object with all due care and is liable for all damages incurred due to a breach of duty.

The guest students are responsible for a private liability insurance during their stay in an accommodation of the Housing Office. The tenant is required to purchase the personal liability insurance provided by the Housing Office. No additional document is issued, and the General Conditions of the insurance company applies (available on the homepage). The costs for this insurance are about CHF 20 per semester with a deductible of CHF 200.00 for each case.

b) Home Contents insurance

The Home Contents insurance is not included in the rental contract. The guest student is responsible for checking with his/her insurance provider at home if personal belongings are covered while being abroad in cases of fire, water, theft, etc.. The University of St.Gallen, the Student Mobility Services, and the Housing Office decline any responsibility.

Cancellation of housing

If the student has been offered a room and he/she has accepted the offer, a legal rental contract has come into effect. The student is obliged to inform the Housing Office directly in case of cancellation. A cancellation at the home University or the Student Mobility Services of the University of St.Gallen is not sufficient. If the Housing Office receives the cancellation too late or not directly from the student, the student is obliged to pay the costs according to the cancellation policy bellow:

Cancellation policy

Exchange semester	**Autumn term**	**Spring term**
Cancellation before: Cancellation fee:	01.08. In the amount of one month's rent	01.02. In the amount of one month's rent
Cancellation on or after: Balance due:	01.08. In the amount of the full rental period	01.02. In the amount of the full rental period

The cancellation of housing has to be sent before 1 August (Autumn Semester) or 1 February (Spring Semester). In the event of cancellation before the previously mentioned dates, only one month’s rent will be due.

The guest student is liable for the full rental period, if the cancellation of housing is sent on or after 1 August (Autumn Semester) or 1 February (Spring Semester), unless he/she has a reasonable new tenant as a replacement.

The cancellation has to be made by email. The decisive time and proof of consignment is the sending of the Email (Email dispatch).

Arrival and moving-in

Arrivals are only possible on weekdays between 8:30 and 17:00. **Arrivals at weekends or on public holidays are not possible**. The Housing Office has to be informed two weeks before arrival in St.Gallen about arrival date and time. The housing manager will arrange a meeting time at the Housing Office in order to hand over the apartment keys and the documents. Any deficiencies are to be reported immediately to the Housing Office.

Moving out / Checkout

All payments in context with the respective rental contract must be settled by the end of the rental term.

Before moving out, the tenant must inform the Housing Office at the latest two weeks in advance of his/her departure date and time. Changes to the departure date must be reported promptly. Latest checkout: 12:00 noon on the last day of the rental period.

One-room-studios

At the end of the contract period the tenant must clean all rooms of his/her studio properly. The inspection will take place after the tenant has left. In the case of an insufficient cleaning, the **c**osts for an after cleaning will be charged upon the tenant.

Shared apartments

At the end of the contract period, each tenant must thoroughly clean his/her private room as well as the common area of the apartment (kitchen, living area, bathrooms, corridor, including floor, windows etc.). All residents of a shared apartment are obliged to participate in the cleaning of the common area when moving out. The renters are jointly responsible for the cleaning of the common area (kitchen, living area, bathrooms, corridor).

The Housing Office will inspect the shared apartment after the last renter has moved out.

Rooms with private bathroom

At the end of the contract period, each tenant must thoroughly clean his/her private room as well as the bathroom and his/her compartment in the kitchen.

If the rental object is not sufficiently clean, the Housing Office is authorised to have any such room(s) cleaned by a cleaning company without prior notice and at the expense of the tenant(s). There is no possibility for a second checkout.

The costs for additional cleaning will be shared equally among all tenants regardless of the time of departure and of the participation at the final cleaning for the checkout or the cleaning during the stay.

a) Cleaning standard at checkout

The room/studio/apartment must be thoroughly cleaned so that a new tenant could move in afterwards (Swiss cleaning standard). On request the Housing Office offers a cleaning service.

b) Broken things and damages

1. The equipment of the apartment will be controlled after the last tenant has checked out. All electric appliances (hoover, iron, electric kettle etc.) will be tested for their functionality. The kitchen utensils provided by the Housing Office will be checked for completeness.
2. All broken or ruined items (e.g., kitchen utensils, desk lamps, electric kettles) must be replaced. If the tenant cannot organize a replacement, he/she has to inform the Housing Office immediately after occurrence of the damage or loss. The costs for a replacement are charged to the tenant.

3. All serious damages which need a professional repair have to be communicated to the Housing Office immediately after occurrence. If the Housing Office is not being informed by causer(s) about the damage the costs for repair or replacement will be charged to the causer(s). If the causer is unknown, the costs will be shared equally among all tenants.
4. If the tenant causes a loss in value at the mattress, a compensation depending on time value of the mattress must be paid.

c) Personal items

Any personal belongings and other things (cushions, carpets, furniture, etc.) as well as kitchen appliances (toaster, coffee maker etc.) brought or purchased by the tenant must be removed from the accommodation. If items are left behind, they will be disposed and the costs for the caretaker as well as the waste disposal fee will be charged to the causer(s). No compensation will be paid.

Important:

1. It is the students' responsibility to prove that the accommodation has been left in the neat and clean referring to the Swiss cleaning standard.
2. No negotiations will be held concerning an adjustment of the due amount. It is completely in the responsibility of the students/flatmates. Discussions with the Housing Office regarding price and responsibility are rejected.

Visitors & guests

One visitor staying for max. three nights per week is permitted. In this case the Housing Office as well as the flatmates must be notified in advance and it must be approved by all parties. Overnight stays by guests on a regular basis are not allowed. In cases of unpermitted stayovers in the apartment, the rental contract may be cancelled.

Caretaker services / repairs

In cases of repairs or necessary replacements, the Housing Office notifies the tenant. The caretaker is to that effect authorised to enter the common areas of the apartment and private bedrooms even if the tenant is not present. If a specialist is needed for repairing purposes, the employee of the craftsman's company may also enter the accommodation without the presence of the tenant.

Cleaning inspection

The Housing Office will visit student residences with shared kitchens and bathrooms at least one per rental period to inspect the overall condition of cleanliness. The students will be notified in advance except concerning the common areas of the house, which are not part of the living space (e.g. co-working spaces, etc.). If the common areas are not in acceptable conditions according to the Housing Office standard, a cleaning service will be engaged. The costs will be charged upon the resident(s), evenly distributed among all tenants.

General conditions, residence guidelines and regulations (House rules)

The general conditions as well as the house rules of the residences are an integral part of the rental contract. The house rules contain relevant general rules necessary to comfortably sharing a common residence (e.g. waste disposal, laundry schedule, quiet time, etc.).

Non-smoking / Pets

All rooms/apartments including common areas are non-smoking and pets are not permitted.

Legal basis

Unless otherwise stipulated and as far as appropriate due to the special type of contract, the Swiss law (esp. The Federal Act on the Amendment of the Swiss Civil Code [Part Five: The Code of Obligations; SR 220] section "Miete", art. 253 et seqq.) is applied analogously.

Place of jurisdiction

The court in St.Gallen has jurisdiction to decide actions based on the lease.

House rules

Cohabitation in student houses requires mutual respect from all students. To ensure peaceful cohabitation, the following house rules are to be adhered to as a legally binding part of the rental agreement. Infringements against the house rules can lead to termination of the rental agreement.

General Sanitation rules
Tenants must keep their rooms, corridors, communal showers/toilets, kitchen, and all other areas in the house and its surrounding clean and tidy. A vacuum cleaner, mop and other cleaning products (starter set) are provided for cleaning.

Air room/apartment
In order to prevent mould or mildew damages in your room or apartment, please:

- air the room or apartment thoroughly (for at least 10 minutes) during or right after cooking or showering
- do not keep windows open all day during the heating months but air your room or apartment 3 to 5 times a day for about 5 minutes
- fogged up or steamed up windows/mirrors are a sign of moisture and air humidity which calls for better airing

Noise and nuisance
The city ordinance stipulates that from 22.00 – 07.00 no noise may be made that might constitute a disturbance for other people. The volume of music and conversation must be kept to a minimum so as not to disturb neighbours and fellow tenants. If there are any complaints the noise must be stopped immediately. Students organising a party are liable for any damages caused and responsible for cleaning up afterwards. If parties take place outside, these areas must be cleaned up as well.
Please respect neighbouring residents and do not have parties every night. Night-time rest hours must be respected. Noise and nuisances can result in a police complaint including fines. Repeated failings to abide by these rules can lead to termination of the rental agreement.

Liability for damages
Any defects and damages are to be reported to the Housing Office immediately. If the tenant fails to do so, he/she will be liable for any increase in damages. All tenants are collectively liable for damages in the communal area where causer(s) cannot be established.

Loss of key
In case of any key loss, a fee of CHF 200.- will be charged for the replacement of each key.

Safety
For safety reasons, all entrances and exits, corridors, stairways and landings must be kept completely free of any obstacles. Building and apartment doors are to be kept always closed.

Smoking
Smoking is not permitted in any room/apartment. Please do not leave cigarette butts, other used items or garbage on the street, sidewalk, stairwell, or entrance area of your house.

Admittance to rented rooms
The caretaker and administration staff are allowed to access tenants' private rooms after due notification. They are allowed to enter the kitchen and all other jointly used rooms at any time without prior notification.