

Guidelines for Paid Services

Valid from 24 July 2020

1. GENERAL INFORMATION

In addition to the “General Terms and Conditions (GTC)”, the “Insertion and Usage Policy” and the “Guidelines for Advertising Orders from Business Customers (for the Website & Mobile App, etc.)”, these “Guidelines for Paid Services” regulate the conditions concerning the additional services which can be acquired by the user from newhome.ch Ltd (hereinafter referred to as “newhome”) at the user’s expense.

These paid services include purely property-related services (e.g. Top, Special or Highlight) as well as account-related subscriptions (e.g. Business / Member).

By obtaining the individual paid additional services by clicking on the corresponding icon (which is confirmed by the appearance of a checkmark) the user acknowledges that these guidelines are a binding part of the contract concluded between the parties.

Services with defined terms are chargeable, irrespective of whether or not the booked service has been set up correctly by the user or is actively managed. It is the responsibility of the user and not of newhome to ensure correct management and use of the paid service.

The available paid services can be viewed together with detailed descriptions (and pricing) on the website at www.newhome.ch.

2. PRICES / PAYMENT METHODS / REMINDERS

1. Unless explicitly stated when the relevant service is ordered, the published prices for property-related services include statutory value-added tax (VAT).
2. The published prices for account-related subscriptions do not include statutory value-added tax (VAT).

3. newhome is entitled to change its prices for these property-related services and account-related subscriptions at any time. When the contract is concluded with the respective users, the price published on newhome.ch for the relevant fee-based service at the time the user orders the service is decisive. This price will subsequently be quoted in the written order confirmation issued by newhome.
4. The accepted payment methods are published on newhome.ch. newhome may, without giving reasons, refuse to accept particular payment methods either generally or for individual users.
5. Invoices issued by newhome must be paid within the stipulated payment period of 30 days.
6. If users are in full or partial default, they will receive a payment reminder. From the date of this reminder onwards, the user shall owe default interest of 5% on the due invoice amount. If, despite this reminder, the invoice remains unpaid, a second reminder will be issued, for which an additional fee of CHF 30.00 shall be charged.
7. If the invoice amount including default interest and reminder fee is not paid even after expiry of this second reminder period, newhome is entitled to block the user’s account without further notice, deactivate the ordered paid service and the user’s listings with immediate effect and assign the outstanding invoice amounts to a debt collection agency. The user hereby gives their consent to this possible assignment of their debt to a collection agency by newhome, and agrees in particular that the user’s data may be passed to a collection agency for the purpose of said collection.

8. The company entrusted with the collection shall claim the outstanding amounts (this also includes the default interest of 5% and the aforementioned reminder fee) in its own name and on its own account.
9. After settlement of all outstanding costs of newhome and of the third party who carries out the collection, newhome may unblock the user's account.

3. TERMINATION / AUTOMATIC EXTENSION / TERM OF THE CONTRACT

Property-related services

Once acquired, the respective property-related services can no longer be cancelled or rebooked. Furthermore, newhome reserves the right, if the user uses the service for purposes other than the contractually agreed purposes, to discontinue the service immediately upon detection of such misuse. As a legal consequence of such misuse, if newhome justifiably discontinues the service, the user may not claim a refund of any previously paid service fees for the unused portion of the service period.

Account-related subscriptions

Unless other contractual terms have been explicitly agreed, subscriptions can, subject to a notice period of one month, be cancelled by the user or newhome in writing or via the password-protected user account at the end of the following month. If the user refrains from termination, the service shall be automatically extended under the current conditions at the time of the renewal for another term with corresponding cost implications for the user.

4. VOUCHERS

Paid property-related services and account-related subscriptions can also be paid for using vouchers.

A disbursement of unused credit or received vouchers is not possible. The remaining balance on the voucher will be deducted from the price of further services ordered by the purchaser up to the value of the remaining balance.

Unused credit vouchers shall expire after the expiration date indicated on the voucher.

5. OFFERS FROM PARTNER PLATFORMS

newhome may also conclude agreements on other platforms with other platform operators for the purpose of improving the marketing of property listings. In particular, it is possible that such agreements may provide a technical benefit for users by letting them obtain paid services for another property platform, which is associated with newhome, directly from within their newhome account. During the conclusion of such agreements, newhome shall not act on its own behalf, but rather as a proxy for the other platform operators. newhome assumes no responsibility or liability for the paid services offered by the other platforms, as in each case the authoritative contract is concluded directly between the other platform provider and the respective users.

6. FINAL PROVISIONS

These Guidelines are exclusively subject to Swiss law and the General Terms and Conditions of newhome. Any general terms and conditions of business ("GTCs") of the business customer of newhome are hereby excluded by the parties, even in cases where the business customer refers to its own GTCs and newhome does not expressly contradict said GTCs of the business customer.

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