

Contractual provisions for housing space providers

1. Agency mandate for housing space providers

Housing space providers mandate UMS Ltd. (UMS) to search for suitable sublessees for a housing space offer which will be procured.

UMS procures the offered housing space for the seeker who is registered with UMS and provides him or her with the necessary information in order to establish contact with the providers. UMS may also establish contact itself with the providers. Offers from private and non-commercial providers will be published on the homepage of UMS.

The publication fee for housing space offers amounts to CHF 50.- (VAT incl.). From time to time, UMS has special offerings running in certain areas or media and remits the charges for the publication fee. If you would like to benefit of one of these special offerings, please indicate where you have seen or heard of it.

The agency's fee of UMS is borne by the sublessees. They pay a commission fee (30% up to 150% of a monthly rent according to the term of lease).

2. Notification requirement and disclosing information to third parties

Housing space providers are required to notify UMS about contract conclusions and changes affecting their orders orally or in writing without delay. They disclose the future sublessee to UMS after a contract conclusion.

In addition, housing space providers must notify UMS about contract extensions or follow-up contracts. The following are valid as contract extensions or follow-contracts: contracts which were concluded with the same contract partners or partners of the same firm during or within three months after the end of the contract duration of the precedent contract.

The information disclosed by UMS is not allowed to be shared with third parties.

If the notification requirement is violated or information is disclosed to third parties, then the providers are liable towards UMS for any damages, namely lost commission fees.

3. Deletion of the object

After the notification about the realization of a sublease contract, UMS will file the corresponding offer.

The housing space offer can always be withdrawn by the providers or filed by UMS.

4. Position of UMS

UMS does not guarantee the realization of a sublease contract.

UMS does not assume responsibility for the accuracy of the seekers' data. It is the providers' duty to verify the accuracy of the data.

On the basis of its examination procedure, UMS verifies if possible the solvency of the seekers and/or enquires reference information at their employer. Depending on the results of the examination procedure, UMS either accepts or refuses a search mandate. Before concluding a (sub)lease contract, the housing space providers have the possibility to make enquiries about the results of the examination procedure. However, the landlords bear, in every case, the responsibility to verify the correctness of the seekers' indications. UMS assumes no responsibility for the correctness neither for the seekers' indications nor for the results of the examination procedure.

The conclusion of the contract takes place directly between providers and seekers. UMS does not assume liability for any consequences resulting from incomplete contracts or improper conduct of the contract parties, even if UMS was directly involved in the conclusion of the contract.

5. Data protection

Housing space providers authorize UMS to transmit the data disclosed to potential housing space seekers. In order to indicate the geographical situation of your object by using internet map services, your ad also shows the geographic coordinates where the object is situated.

In addition, UMS is allowed to use the data in order to transmit information for its own purposes, as well as to use the transmitted photos without any restriction.

6. Legal venue

The legal venue is Berne (Switzerland). Unless this contract states otherwise, the Swiss Code of Obligations (Schweizerisches Obligationenrecht) is valid.