

Contractual provisions for landlords - ART Basel

1. Apartment offer mandate

Housing space providers mandate UMS Ltd (UMS) to search for suitable subtenants for an object which will be procured. The landlords provide a description of the procured object by filling in the „apartment offer mandate – ART Basel“ and mailing 5 to 10 convincing photographs of the object to UMS.

2. Procedure

- UMS publishes the objects on www.ums.ch and provides the object details to interested seekers.
- The seekers inform UMS which object they want to book.
- UMS contacts the landlord and provides possible interested seekers.
- The landlord informs UMS to which seeker he would like to rent out his object.
- UMS compiles the sublease contract and sends it to the landlord via fax or post.
- The landlord sends the signed sublease contract via post or fax to the seeker for countersigning.
- The seeker sends back the countersigned sublease contract to the landlord within the contractually stipulated period of time and pays the rent (in favour of the landlord) as well as the commission fee (in favour of UMS) into the corresponding accounts named in the contract.
- The sublease contract becomes legally effective when the countersigned sublease contract has been sent back to the landlord within the contractually stipulated period of time.

3. Providing of the objects

After the landlord has sent a sublease contract to a seeker for countersigning he is obliged to have the object ready for handover during the entire rental period mentioned in the contract. During this period the landlord is not allowed to conclude another rental contract regarding his object.

4. Notification requirement

Housing space providers are required to notify UMS about contract conclusions and changes affecting their orders orally or in writing without delay.

5. Handing over and Taking over of apartment and keys

Landlords are responsible for the handover and takeover of the objects and keys to their subtenants.

For this they use the prepared handover certificate and check if the details still match the current situation of the object. To compare the situation of the object before and after the sublease it is important that the handover and takeover is done by the landlord himself or by an appointed representative.

6. Allowance of sublease and rent

The landlord notices that he has to ask his own landlord for the allowance to the sublease and to the charged rental price. This allowance can legally be denied if the charged rent is excessive in relation to the own rent (OR 262). Therefore please consult the UMS price system for short term rentals.

7. Disclosing information to third parties

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

8. Position of UMS

UMS does not guarantee the realization of a sublease.

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

It is the providers' duty to select the seekers. 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.

9. Legal venue

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