

# UMS Ltd - General Terms & Conditions

## 1. Brokerage service & internet portal

UMS Ltd (UMS) operates a brokerage agency service via its internet portal for people looking for temporary, furnished accommodation (seekers). To this end, UMS lists accommodation from third-party providers (providers) on its internet portal, which are mainly offered for "interim rental" or "temporary living". Seekers and providers communicate via the UMS portal for the purpose of concluding a sub-/lease contract.

### On the UMS portal

- Providers can publish their housing offers free of charge.
- UMS either circulates suitable accommodation offers to seekers, or seekers can search for them themselves.
- The seekers and providers contact each other in case of interest.
- The seekers and providers clarify the details of the sub-/lease directly with each other.
- The seekers and providers can complete a legally binding sub-/lease contract online.

UMS takes an active role in the communication on the portal and supports the mediation process with its services.

## 2. UMS services

### Proposing properties and mediation

Seekers specify their search criteria to UMS. UMS uses this information to propose suitable properties to seekers and, if they are interested, provides the contact details so they can connect. UMS also supports seekers in arranging viewing appointments on request.

### Free placement of ads – Nation-wide presence thanks to our publication network

Posting of housing ads on ums.ch is free of charge.

UMS advertises the housing spaces on its own cost on its currently available publication network ([www.ums.ch/info-landlord/promotion/](http://www.ums.ch/info-landlord/promotion/)). UMS reserves the right to remove portals from or add further portals to the publication network. UMS also has the right not to advertise or to no longer advertise listings across the whole publication network at its own discretion (e.g. those without photos or those which have not found a sub-/tenant for some time).

### Advice and troubleshooting

UMS advises in organizational and general matters concerning the sub-/lease. However, UMS cannot provide binding legal advice.

If a problem arises, UMS is available as a neutral intermediary to assist the seekers and providers in finding a mutually acceptable solution.

### Online contract tool

UMS prepares the sub-/lease contract, which seekers and providers can conclude using the UMS online contract tool according to the following specifications:

The provider checks the contract in the password-protected part of the portal (MyCockpit) and either prints it out for manual signing or sends it electronically to the seeker, who can then accept it online in their own cockpit.

A contract enters into effect if it is legally signed within the deadlines specified in the contract or is accepted online in the password-protected cockpit. Furthermore, the agreement is subject to the specific provisions of the signed resp. accepted sub-/lease contract.

Once the contract has entered into effect, the seekers and providers agree on the details and time of handover of the property and arrange these activities themselves.

### Subtenant security check

After the provider has informed UMS of the intention to complete a contract, UMS conducts internet research about the seeker and, if possible, will contact the employer to verify employment. UMS informs the provider of the results to provide the basis for making a decision.

The provider is responsible for obtaining any further information and conducting any security checks that may be desired as an additional basis for making a decision.

Any additional checks and the selection of the seeker are the responsibility of the provider.

## 3. Prices – The UMS brokerage & service fee

The UMS brokerage & service fee is 20% of the gross rental payments over the duration of the rental agreement including any future extensions and follow-on contracts. The seeker pays the UMS fee. UMS adds the fee to the rental price that the provider charges. Rental prices on the UMS portal include the brokerage & service fee.

Depending on the payment model, the fee is charged together with the rent or invoiced separately.

### **The UMS brokerage & service fee is due in the case of a successful mediation**

- when a contract is concluded between a provider and a seeker who have been in contact via UMS and who have shared contact details or who have arranged a viewing on the UMS portal or who have been provided with contact details from UMS.
- if the seeker completes a contract for a property contacted through the UMS portal or mediated by UMS with a contract partner other than the original provider (e.g. directly with the owner or property management of the rental property).
- if the seeker completes a contract with a provider contacted through the UMS portal or mediated by UMS for a property other than that advertised on the UMS portal (e.g. for the apartment above or in a neighbouring building).

Contract extensions and follow-on contracts will be invoiced accordingly afterwards. In the event of a cancellation or premature termination of a sub-/lease agreement, UMS charges both contracting parties (seeker and provider) a cancellation fee of CHF 250.- each.

For long-term or unlimited sub-/lease contracts, the UMS services and thus the obligation to pay the UMS brokerage & service fee can be terminated at the earliest at the end of nine months with a notice period of 14 days to the end of each month. The termination must be made by both contractual partners (provider and seeker).

### **4. The optional Security-Plus package**

The optional Security-Plus package includes, in addition to the services stipulated in Section 2, rent collection, insurance for damage to the property and its furnishings, and rent default.

#### **UMS insurance**

UMS insurance is effective during the rental period registered with UMS and following timely and full payment of the first rental payment. It covers liability for the property (up to CHF 5 million per incident), liability for furnishings and rent default (both up to a maximum of three months' rent per contract).

Any damages must be reported to UMS within 15 calendar days after the sub-/lease contract has expired. In case of damage, providers and seekers are obliged to take reasonable steps to mitigate the damage or to accept such measures if they are proposed by UMS.

The insurance is not valid for sub-/lease contracts where the seeker has not been subjected to the UMS security check or where the UMS security check has produced a negative result. In these cases, UMS displays a warning message in the UMS online contract tool as soon as the provider prints or electronically transfers the binding contract offer.

Further information about UMS insurance can be found in the "General conditions of insurance", which are available online on the UMS portal.

#### **Rental payment service**

As part of the rental payment service, the seeker pays the rental payments to UMS and UMS then transfers the rent to the provider. UMS collects the rental payments as part of its rental payment service on behalf of and for the account of the provider. UMS monitors receipt of the payments and, if they are not received in due course, takes the following steps either on request by the provider or independently.

- Telephone contact with the seeker (independently)
- Written warning notice(s) (independently)
- Set a payment deadline and threaten termination as per Art. 257d OR of the Swiss Code of Obligations (in consultation with the provider)
- Issue of a payment summons on behalf of and at the expense of the provider (in consultation with the provider)

#### **Cost**

The service fee for the Security-Plus package is 5% of the gross rental payments over the duration of the rental agreement including any future extensions and follow-on contracts. It will be deducted from the rental payments by UMS or invoiced separately to the provider.

The Security-Plus package can also be terminated at the earliest at the end of nine months with a notice period of 14 days.

### **5. Consent to obtain information**

Legally permissible forms of documentation must be provided to UMS on request in order to carry out checks on seekers, providers, housing offers and concluded contracts. UMS may conduct its own research (internet searches, credit checks, credit bureaus, citizen's registry offices, etc.).

UMS is also authorized to obtain confirmation of employment from the seeker's employer unless the seeker explicitly requests UMS to refrain from doing so. In this case, the seeker submits a copy of the work contract (salary can be blacked out).

UMS is authorized to communicate data from seekers and providers and the results of its research to the other party.

UMS may also reject seekers and providers without stating a reason and exclude them from use of the portal and its services in the future.

## **6. Notification obligation**

Providers and seekers are obliged to inform UMS of successfully closed contracts between seekers and providers as stipulated in section 3, as well as of contract extensions and follow-on contracts within 10 days of the seeker moving into the property (resp. the beginning of the contract) or within 10 days of the beginning of the extension or follow-on contract. Providers and seekers are obliged to inform UMS on request if the seeker has moved out.

## **7. Disclosure of information to third parties**

Information obtained through UMS (in particular, property and contact information) may not be transferred to third parties.

## **8. Violation of the notification obligation or unauthorized disclosure of information**

If the seeker or provider do not meet their notification obligation as stipulated in section 6 or make false statements vis-à-vis UMS concerning a contract concluded via UMS, they are held jointly liable for the brokerage & service fee lost as well as for the cost of follow-up investigations undertaken by UMS.

In the event of unauthorized disclosure of information to third parties, the responsible party is held liable for the brokerage & service fee lost as well as for the cost of follow-up investigations undertaken by UMS.

In case of violation of the notification obligation or unauthorized disclosure of information as per these provisions, the brokerage & service fee is (irrespective of the effectively agreed rent and rental duration and irrespective of the used services) 180% of the gross monthly rent price published with UMS for the property, plus a flat follow-up fee of CHF 250.00, excl. VAT. It is charged on a one-time basis and due within 15 days.

## **9. Status of UMS**

UMS cannot guarantee successful completion of a sub-/lease contract and is not responsible for the accuracy of information given by seekers and providers.

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

UMS is not liable for damages arising due to failures, errors or incorrect functioning of the UMS portal.

## **10. Data protection**

Properties published on the UMS portal may be forwarded to other platforms by UMS to expand the range of potential seekers.

Providers should note that the property specifications include the geographic coordinates and the geographic location of the published property is marked on the internet.

UMS may use the specified contact data in order to transmit information for its own purposes and use the submitted photos without any restriction.

Personal data directly related to the management of the contract or mediation activities must be handled in compliance with the data protection policy. In particular, data may be saved for the purposes of documentation. Once the contractual relationship has ended, the right to archive data continues according to the applicable data protection legislation.

Further information about data protection can be found in our privacy policy, which is available online on the UMS portal.

## **11. Legal venue**

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