

Contractual Provisions - Seeker ART Basel

1. Search mandate

Seekers of temporary housing space mandate UMS Ltd (UMS) to seek for a convenient property for sublease.

Therefore they describe the searched property by filling in an application form.

The seeker has access to the ART Basel catalogue on www.ums.ch and can select objects of interest on the offer list of UMS. Furthermore, UMS will suggest housing offers which match the requirements of the seekers search profile. The seeker informs UMS which housing offer he wants to book. If this object is still available the landlord/landlady will send or fax the sublease contract to the seeker for signing.

Within the period stipulated the seeker sends or faxes the signed sublease contract back to the landlord/landlady and pays the rent (into the landlord's/landlady's account) and the commission fee into the account of UMS. The sublease contract will only become legally effective when the signed sublease contract is available in the landlord's/landlady's mailbox (fax).

2. Private housing spaces

Most of the housing spaces offered via UMS are private property. Thus the objects are furnished individually and can vary in their standard. As far as possible this will be documented. Seekers for temporary housing take note explicitly that in the housing spaces – different from a hotel – belongings of the landlords can still be situated (e.g. shoes, postcards, pinwall etc).

3. Verification of information

As agent of private property UMS takes on parts of the real estate management for the private landlords. Therefore UMS can check the solvency of seekers and asks for a reference from their employer. The seekers authorise UMS to do so and to verify the given information. UMS is authorised to ask for further securities and proof, and to refuse potential seekers without being obliged to state a reason.

4. Completion fee in case of a successful conclusion

In the case of the conclusion of a sublease contract with an object supplied by UMS, respectively with the landlord, the seeker is required to pay a fee to UMS. This fee must also be paid if the seeker and the landlord have concluded a contract on another object than that indicated by UMS.

The completion fee is 50% of the gross rent, at least CHF 1'000.- per property. The fee excludes VAT. If VAT needs to be paid VAT will be indicated separately in the sublease contract.

5. Cancellation of sublease contract

Sublease contracts may not be cancelled in principle. If a seeker wants to cancel a sublease contract anyway, he has to negotiate this directly with the landlord/landlady. UMS can provide assistance in negotiating but cannot guarantee the landlord's/landlady's agreement to the cancellation. If a sublease contract is cancelled prematurely or not fulfilled already paid commission fees or parts of commission fees will not be returned. If the commission fee has not been paid yet a cancellation fee of CHF 500.- will apply.

6. Dissemination of data to third parties

The information given to seekers by UMS must not be handed on to third parties. If information is handed on to third parties, then the person who has handed it on will be held responsible for all damages, especially for the loss of fees suffered by UMS.

7. Deletion of search mandate

After UMS has received the notification that a contract was successfully concluded, UMS will delete the search mandate.

The search mandate can be withdrawn by the seeker or deleted by UMS at any time.

8. Status of UMS

UMS cannot guarantee that the successful conclusion of a contract will take place.

UMS is not responsible for verifying that the indications given by landlords are correct.

The conclusion of the sublease contract is a matter strictly between seekers and landlords. UMS is at the disposal of the parties to a contract and is available for any questions related to the conclusion of a contract. UMS cannot be held liable for any consequences due to contractual deficits or to fallible behaviour of the parties to a contract; not even if UMS was directly involved in the conclusion of the contract.

9. Jurisdiction

Place of jurisdiction is Basel (Switzerland). As far as this contract does not stipulate otherwise, it is subject to the Swiss Code of Obligations (OR).

10. Version statement

This English version is a translation of the German contract called 'Vertragsbestimmungen für Wohnraumsucher' which is available for download on www.ums.ch as a part of the form called 'Vermittlungsauftrag für Wohnraum-Sucher'.

In case of conflicts, the German contract version is authoritative.