

## Agency mandate for housing space providers

### Personal details

First & last name	Phone private
Street	Mobile
Zip & city	Phone business
ev. Company	Fax
<b>Correspondence by</b>	<input type="checkbox"/> E-mail <input type="checkbox"/> Post mail
<b>Language</b>	<input type="checkbox"/> en <input type="checkbox"/> ge <input type="checkbox"/> fr

### Housing space

No. of rooms	Size in m <sup>2</sup>	Monthly rent (incl. charges)
<input type="checkbox"/> Apartment / flat	<input type="checkbox"/> House	Street <input type="text"/> Floor <input type="text"/>
<input type="checkbox"/> Studio	<input type="checkbox"/> Loft	Zip & city <input type="text"/>
<input type="checkbox"/> Separate room	<input type="checkbox"/> other <input type="text"/>	Quarter / area <input type="text"/>
Duration of rent from <input type="text"/>	until <input type="text"/>	<input type="checkbox"/> furnished <input type="checkbox"/> unfurnished
Remarks on duration of rent <input type="text"/>	Remarks on furniture <input type="text"/>	

### Brief description

Housing space <input type="text"/>	
<input type="text"/>	
Bathrooms / toilet <input type="text"/>	Kitchen <input type="text"/>
Balconies, terraces & garden <input type="text"/>	
Equipment <input type="text"/>	
<input type="text"/>	
Situation / area <input type="text"/>	
Public transportation <input type="text"/>	Parking <input type="text"/>
Remarks <input type="text"/>	
<input type="checkbox"/> Children welcome	<input type="checkbox"/> Smoking in apartment allowed
<input type="checkbox"/> Pets welcome	max. number of persons <input type="text"/>

### Substitute / contact person during your absence

I will be absent <input type="text"/>	from <input type="text"/>	to <input type="text"/>	<input type="checkbox"/> permanently
Substitute's first & last name <input type="text"/>			
Telephone number <input type="text"/>		E-mail <input type="text"/>	
Remarks <input type="text"/>			

### Publication on Homegate.ch

In addition to posting your offer on [www.ums.ch](http://www.ums.ch), you can publish it via UMS on Homegate.ch at special rates. The advantages of the UMS system remain the same for you (preselection and evaluation of the interested parties, insurance cover).

You pay an additional fee of CHF 50.- for publishing your object up to 1 month maximum (compared to around CHF 200.- if you place an ad directly with Homegate.ch for 1 month).

Yes, I would like to additionally publish my object via UMS on Homegate.ch.

By signing this document, the signatory confirms that he or she accepts the contractual provisions for housing space providers unconditionally and that he or she has received the 'General information sheet for housing space providers'.

Place & date <input type="text"/>	Signature/s <input type="text"/>
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# 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.