

## General information for housing space providers

### 1. Subleasing is allowed

According to Swiss Code of Obligations (Obligationenrecht OR) art. 262, subleasing is allowed but requires the agreement of the landlord or administration. The agreement should be fixed in writing. It can also be arranged orally or by abidance.

The agreement can only be refused in the rare and following cases:

- if you, as the main tenant, refuse to disclose the conditions of the sublease contract to the landlord or administration. This means: you need to inform the landlord or administration about the rent, the sojourn time and the personal details of the subtenant.
- if the conditions of the sublease are inappropriate in comparison with those of the sublease contract (e.g. overpriced rent).
- if the sublease shows that obvious disadvantages will occur for the landlord.

If there are no reasons of refusal, then the sublease has to be approved. If you do not receive approval, please demand a written explanation via registered letter within 10 days. You will probably not receive an answer if you have not disregarded any of the above points.

If you have any questions concerning difficult cases, then you can ask us for information.

### 2. Sublease contract & hand-over protocol

Make sure to conclude a sublease contract. Please use the sublease contract which we place at your disposal for free. It is specially drafted for sublease conditions. Filling in the form is easy thanks to the instructions.

Handing and taking over housing space should always be realized with a hand-over protocol (available for free at UMS as well) which is signed by both parties when the subtenant moves in and moves out.

### 3. Liability & examination of the sublessees

When you sublet your apartment, you remain responsible towards your landlord for the apartment and the house rent. You therefore have to pay the rent even if your sublessee is behind schedule with the payments. Also, you will remain responsible for damages to the rental object, even if it was caused by the sublessee.

It is recommended to make sure that interested parties are able to meet financial obligations.

On the basis of its examination procedure, UMS Ltd verifies if possible the solvency of the seekers and enquires reference information at their employer. Depending on the results of the examination procedure, UMS Ltd either accepts or refuses a search mandate. Before concluding a (sub)lease contract, the housing space providers are urged to make enquiries about the results of the examination procedure.

### 4. Tailored insurance cover by UMS Insurance

Notify us of the party with whom you have signed a (sub)lease contract, and you will benefit from a new kind of insurance cover. For you and your tenants, the UMS insurance solution by Zurich Insurance Company is free of charge! UMS will cover all costs associated with the insurance.

Your UMS insurance will indemnify you for:

- Damage to the rental premises of up to CHF 5 million per event
- Damage to movable rental property of up to CHF 10,000 per lease contract
- Loss of rental income up to a maximum of three months' rent per lease contract

Your deductible is CHF 500 per event.

**IMPORTANT:** To qualify for this insurance solution, your rental premises must be located in Switzerland and brokered by UMS, and you must notify us of the signing of the lease contract within 10 days of your tenants moving in.

The insurance will cover rental premises leased from 1 March 2009 for the duration of the lease as declared to UMS up to a maximum 18 months.

For further details on UMS insurance cover, please contact us or visit [www.ums.ch](http://www.ums.ch).

As for your furniture, we recommend that you continue paying the premiums for your household contents insurance, to ensure it is covered for damage caused by fire, natural hazards, theft or water even during your absence.

## **5. Rental charge**

If you can, arrange „inclusive rental charges“ (i.e. incl. electricity, water, charges for radio/TV) because it can sometimes be difficult to demand additional charges from the subtenants afterwards.

We also suggest that you request only the rental charge which you will pay yourself and to not demand an additional fee for the furnishing. This is because the housing space seekers pay UMS Ltd a commission fee (30% up to 150% of a monthly rent according to the term of lease) while you, as a provider, simply pay an order fee.

## **6. Cleaning**

Please indicate in the sublease contract in which condition the apartment shall be handed over and who will cover the costs of the final cleaning.

If you want to make sure, that a regular basic cleaning and a thorough final cleaning are done, then you can book a cleaning service with UMS Temporary Housing.

## **7. Rental deposit**

Basically, you are free to demand a deposit (rental deposit). The deposit, however, is strictly regulated by law. You have to fulfill the following conditions if you want to demand a deposit:

- The deposit can last for a duration of 3 monthly rents maximum.
- You have to open a separate deposit account with a Swiss bank; the account is registered in the name of the subtenant.
- The bank can only give out the deposit if you and the subtenant demand it together or if a legal summons to pay or a legal court decision is available.
- On his/her own, the subtenant can only demand payment at the bank a year after moving out of the housing space.

## **8. Contact with the sublessee & confidential person**

Please make sure that your sublessee can contact you during your absence within an appropriate time limit, furthermore inform a confidential person (relative or acquaintance) about the sublease contract and tell your sublessees whom they can contact if you are not available.

A confidential person is also of advantage if you leave before your housing space could be sublet. We then can rent the housing space after your departure for the longest time period possible. It is important that the confidential possesses the necessary decision competences (e.g. possible rent reductions, minimal rental duration etc.).

Before your departure, please provide us with the necessary information about the confidential person you have chosen so that we can know whom to contact if interested parties register with us for your housing space.

## **9. Position of UMS Temporary Housing**

It is the providers' duty to select the seekers. The conclusion of the contract takes place directly between providers and seekers.

UMS Ltd does not assume liability for any consequences resulting from incomplete contracts or improper conduct of the contract parties, even if UMS Ltd was directly involved in the conclusion of the contract.