

UMS Ltd - General Terms & Conditions

1. Internet portal & service

UMS Ltd (UMS) operates an internet portal for providers and seekers of mainly furnished, short-term accommodation. Providers and seekers communicate through the UMS portal for the purpose of entering into a sub-/lease contract.

On the UMS portal

- Housing providers can publish their offers free of charge.
- Seekers can obtain information about available accommodation.
- The seeker and provider contact each other in case of interest.
- Providers and seekers clarify the details of the sub-/lease directly with each other.
- Providers and seekers can complete a legally binding sub-/lease contract online.

UMS takes an active role in the communication on the portal and offers its services to assist with the letting process.

2. UMS Services

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

Posting of ads on ums.ch is free.

UMS advertises the housing spaces on its own cost on its currently available publication network (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 attracted interest for some time).

Advice and troubleshooting

UMS advises in organizational and other matters concerning the sublease. However, UMS cannot provide binding legal advice. If a problem arises, UMS is available as a neutral intermediary to assist the provider and seeker in finding a mutually acceptable solution.

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 choice of seeker are the responsibility of the provider.

Online contract tool

UMS customers have access to the UMS Online contract tool. Providers and seekers can use the tool to complete a legally binding sub-/lease contract according to the following procedure:

The provider creates the contract in the password-protected part of the portal (Cockpit) 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 periods 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 sub-/ lease contract.

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

3. Prices – The UMS service fee

The UMS service fee is 20% of the gross rental payments over the duration of the rental agreement including any renewals.

Rental prices on the UMS portal include the service fee. Depending on the payment model, the service fee is charged together with the rent or invoiced separately.

The UMS service fee is due

- when a contract is concluded between a provider and a seeker who have made contact via the UMS portal or found each other through the service of UMS.
- if the seeker agrees a contract for an advertised property 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 or found through the UMS portal for a property other than that advertised on the UMS portal (e.g. for the apartment above or in a neighbouring building).

Contract extensions or renewals will be invoiced accordingly afterwards. In the event of cancellation or premature termination of the rental contract, UMS charges both contracting parties (housing provider and finder) a cancellation fee of CHF 250.- each.

For long-term or unlimited sub-/lease contracts, UMS services and the obligation to pay the UMS service fee can be terminated at the earliest at the end of nine months with a notice period of 14 days. If UMS charges the seeker for the service fee, the seeker has the right to terminate UMS services. Otherwise, only the provider can terminate the services.

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 full payment of the first rental instalment. 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 tenant 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 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 insurance conditions, which are available online on the portal.

Rent collection service

As part of the rental payment service, the tenant pays the payments to UMS and UMS then transfers the payments to 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 tenant (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 during the entire rental period incl. subsequent extensions. 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, 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 as stipulated in section 3, extensions and follow-on contracts within 10 days of the tenant moving into the property (resp. the beginning of the contract) or within 10 days of the beginning of the extension or follow-on contract.

The notification obligation applies to contracts concluded between the providers and the seekers who have been in contact via UMS and who have shared contact details on the UMS communications portal or who have been provided with contact details from UMS.

Providers and seekers are obliged to inform UMS on request if the tenant 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 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 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 service fee is (irrespective of the effectively agreed rent and rental duration and irrespective of the selected 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 providers and seekers.

Completion of a contract takes place directly between provider and seeker. 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.

UMS is not liable for damages arising due to failures, errors or incorrect functioning of the 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 referral activities must be handled in compliance with the data protection policy. In particular, data may be saved for the purposes of one's own 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.