

tempoFLAT.at - General Terms & Conditions

1. Internet portal & service

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

tempoFLAT is operated by UMS AG, 3014 Bern, Switzerland, commercial register UID number: CH-036.3.041.789-7. The contract partner for these general terms and conditions is UMS AG, Switzerland.

A residence rented via tempoFLAT is generally a second home rented out by reason of a change of location due to employment or as a holiday home rented out for recreation or leisure.

The rental period for the properties rented via tempoFLAT is generally limited to a maximum of six months.

The tempoFLAT portal

- Providers can publish their housing 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 prepare a signature-ready sub-/lease contract online.

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

2. tempoFLAT Services

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

Posting of ads on tempoFLAT.at is free of charge.

tempoFLAT advertises the housing spaces on its own cost on its currently available publication network (www.tempoflat.at/tempoflat-system/services-landlord/top-promotion/). tempoFLAT reserves the right to remove individual portals from or add further portals to the publication network. tempoFLAT 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

tempoFLAT advises in organizational and other matters concerning the sub-/lease. However, tempoFLAT cannot provide binding legal statements or advice. If a problem arises, tempoFLAT is available as a neutral intermediary to assist the provider and seeker in finding a mutually acceptable solution.

Online contract tool

The provider has access to the tempoFLAT online contract tool. Providers and seekers can use the tool to complete a sub-/lease contract according to the following procedure:

The provider creates the contract in the password-protected part of the portal (MyCockpit) and either prints it out for manual signing or transfers it online to potential tenants as a binding quotation to sign the contract, after which they print and sign the contract and return it to the provider.

A contract is thus created when it is signed in a legally valid manner by the deadline stipulated in the contract and returned to the provider. Furthermore, the special provisions of the sublease contract apply.

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.

Security checks

The Basic package of tempoFLAT does not include any security-related services either with regard to the offers listed or the seekers found through the portal. tempoFLAT is, however, entitled to clarify the situation itself.

3. Prices – The tempoFLAT service fee

The tempoFLAT service fee is 20% of the gross rental payments over the duration of the rental agreement including any future extensions and follow-on contracts. Rental prices on the tempoFLAT portal include the service fee.

The fee is invoiced to the provider by tempoFLAT or deducted directly from the rental payments if rental payments are made through tempoFLAT.

The tempoFLAT service fee is due in the case of a successful contract conclusion,

- when a contract is concluded between a provider and a seeker who have made contact via the tempoFLAT portal and who have shared contact details or who have arranged a viewing on the tempoFLAT portal or found each other through the service of tempoFLAT.
- if the seeker agrees a contract for a property contacted through the tempoFLAT portal 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 tempoFLAT portal for a property other than that advertised on the tempoFLAT 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 cancellation or premature termination of a sub-/lease agreement, tempoFLAT charges both contracting parties (provider and seeker) a cancellation fee of EUR 250.- each.

For long-term or unlimited sub-/lease contracts, the provider can terminate the tempoFLAT services and thus the obligation to pay the tempoFLAT service fee at the earliest at the end of nine months with a notice period of 14 days to the end of each month.

4. The optional Security package

As part of the optional Security package, tempoFLAT conducts a subtenant check and offers a rental payment service.

Subtenant check

After the provider has informed tempoFLAT of the intention to complete a contract, tempoFLAT conducts internet research about the seeker and, if possible, will contact the employer to verify employment. tempoFLAT 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.

Rental payment service

As part of the rental payment service, the seeker pays the payments to tempoFLAT and tempoFLAT then transfers the payments to the provider. tempoFLAT 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)
- Assistance in finding a mutually acceptable solution (in consultation with the provider)

Booking & prices

The service fee for the Security packages amounts to 5% of the gross rental payments over the duration of the agreement including any future extensions and follow-on contracts. The fee is deducted directly from the rental payments by tempoFLAT or invoiced separately to the provider.

Contract extensions or renewals will be invoiced accordingly afterwards.

Downgrading and termination

It is possible to downgrade from the Security package to the Basic package as long as a sub-/lease contract has not been concluded and none of the services included in the Security package have been performed.

The Security 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 tempoFLAT on request in order to carry out checks on seekers, offers and concluded contracts. tempoFLAT may conduct its own research (internet searches, credit checks, credit bureaus, citizen's registry offices, etc.).

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

tempoFLAT is authorized to communicate data from seekers and providers and the results of its research to the other party. tempoFLAT 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 tempoFLAT of successfully closed contracts 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.

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

Providers and seekers are obliged to inform tempoFLAT on request if the tenant has moved out.

7. Disclosure of information to third parties

Information obtained through tempoFLAT (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 tempoFLAT concerning a contract concluded via tempoFLAT, they are held jointly liable for the service fee lost as well as for the cost of follow-up investigations undertaken by tempoFLAT.

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 tempoFLAT.

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 used services) 180% of the gross monthly rent price published with tempoFLAT for the property, plus a flat follow-up fee of EUR 250.00, excl. VAT. It is charged on a one-time basis and due within 15 days.

9. Status of tempoFLAT

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

tempoFLAT assumes no liability for any consequences resulting from tenancies that exceed a period of six months. tempoFLAT also assumes no liability for rental properties that are not used as a second home rented out by reason of a change of location due to employment or as a holiday home rented out for recreation or leisure.

Damages may be claimed against tempoFLAT only if the damage was caused by intentional or grossly negligent conduct by tempoFLAT.

tempoFLAT's liability for claims resulting from injury to life, limb or health is not affected by this disclaimer.

tempoFLAT is not liable for damages arising due to failures, errors or malfunctioning of the portal unless the failure is due to intentional or grossly negligent conduct by tempoFLAT.

10. Value added tax

All prices are listed without VAT. As a Swiss company, we are obliged to bill our services to Austrian customers without VAT. For our Austrian private customers, no VAT is applied; companies with a VAT ID number (UID-Nr.) are obliged to pay tax on our services in Austria.

11. Data protection

Properties published on the tempoFLAT portal may be forwarded to other platforms by tempoFLAT 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.

tempoFLAT 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 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 tempoFLAT portal.

12. Legal venue

The law of the Republic of Austria applies. The place of jurisdiction is Vienna.