



Wohnungsvermittlung & Relocationsservice Wielgoss
Dr. Anna M. Wielgoss, Eglisackerweg 11, CH-8610 Uster

General terms and conditions

English auto-translation in addition to the legally binding German

“Geschäftsbedingungen zum Beratungs- und Dienstleistungsvertrag“

1. Content and scope of service delivery

The client (customer) commissions the company Wohnungsvermittlung und Relocationsservice Wielgoss in accordance with the enclosed questionnaire with a consulting and/or service contract to support their own efforts in the course of looking for an apartment and/or moving. The exact definition of the desired support in the area of housing brokerage and relocation management must be defined as precisely as possible in the questionnaire. Any expansion, reduction or termination of advice and/or services by the service provider and/or the customer must be recorded in writing.

The client can terminate the consulting contract at any time. However, this termination also requires a written form. A termination of the consulting contract by the service provider (see 2.) can only take place after consultation with the customer in well-founded cases.

2. Service providers

The service provider is the company Wohnungsvermittlung und Relocationsservice Wielgoss (WV&RS Wielgoss), owner: Dr. Anna M. Wielgoss, Eglisackerweg 11, 8610 Uster, Switzerland. Advice is generally provided by the owner herself. In individual cases, additional employees can be called in. However, this only after consultation with the customer.

3. Fee

Basically, the effort is billed at an hourly rate (150 CHF /hour). Time contingents are agreed in advance for this purpose, at which the billing takes place at the latest. Unless otherwise agreed, a time quota is eight working hours. After a time quota has expired, a billing takes place, at the latest however quarterly. The customer and the service provider decide whether and how the consulting contract will be continued. In the event of a contract termination (see 1.) or if the service provider has completed his order before the time quota is reached, an early settlement will be made. By billing time contingents, it is ensured that the customer always has an overview of the costs incurred and excessive consulting fees are avoided.

If a rental or purchase agreement is brokered, there is also a small bonus of 30% of the rental value (per month) or 0.5% of the purchase price. This is intended to increase the incentive for the service provider to conclude a contract. In contrast to a brokerage contract, advice on finding accommodation and relocation management are in the foreground, instead of bringing about fast and expensive contracts with high commission payments.

Should further costs arise in the course of the consulting and service contract (e.g. travel costs, advertisements, fees), these will be charged to the customer by prior agreement. A flat fee for travel, e.g. for viewings, is charged at 100CHF.

If the fee is owed by the customer on a permanent basis, the consulting assignment may be paused, or the contract may be terminated after prior written notification. Any payment reminders and reminders will be charged according to the time spent at the hourly rate (150 CHF/hour, see above).

Wohnungsvermittlung und Relocationsservice Wielgoss
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4. Privacy

The service provider is fundamentally obliged to maintain confidentiality. Personal data will not be passed on to third parties. If additional people need further information in the course of the previously defined consulting and service contract (e.g. administrative authorities, moving companies, landlords, etc.), only the information that is absolutely necessary will be transmitted. There is always a close consultation with the customer as to which information should be passed on to whom.

5. Liability

The service provider always undertakes to fulfill his order to the best of his knowledge and belief. However, there is no entitlement to success, in particular the brokerage of rental and/or sales contracts.

We expressly point out that the service provider's service is advice for general questions that arise while looking for an apartment and relocation management. The service provider does not offer legal advice. For legally binding statements, specialists must be called in by the customer (e.g. trustees, notaries and lawyers). The same applies to the valuation of real estate. Here, too, advice from the service provider cannot replace a real estate appraisal by a structural engineer or architect.

The service provider undertakes to carefully provide the agreed services (accommodation brokerage / relocation service). For any damage because of a breach of contract, misinformation or the like, the service provider is liable to the maximum amount of the consulting costs charged.

Liability and guarantee claim of the customer against any brokered third-party companies (e.g. moving or cleaning companies) are not to be transferred to the service provider. However, the service provider will try to use his weight as a recurring referral customer to find a solution to conflicts in the interests of the customer. However, there is no legal support from the service provider. Customers must only enforce these claims at their contractual partners.

The service provider is not responsible for the decisions and actions of the customer. Any legal claims against the customer from rental and purchase contracts, as well as all other contracts and applications signed by the customer, are not to be transferred to the service provider. The service provider assumes no liability for legal transactions carried out by customers with third parties.

6. Final provisions

Should individual or several provisions of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of this contract. In this case, the parties will replace the ineffective or unenforceable provision with an effective and enforceable provision that comes closest to the economic purpose of the provision to be replaced. The same applies mutatis mutandis if this contract should contain a loophole.

Swiss law is exclusively applicable to this consulting contract and any disputes arising from or in connection with the relationship between the service provider and the customer. The place of jurisdiction for all disputes between the contractual partners WV&RS Wielgoss (service provider) and the customer is the headquarters of WV&RS Wielgoss. The service provider is entitled to prosecute the client at his domicile.

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