

Terms and Conditions

English

1. General

1.1. Designation

Helvetio is a service from the company COLEMI SARL, registered as CH-550.1.077.547-7.

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The Terms and Conditions are intended to define the contractual relationship between the company COLEMI SARL and the client. Thus, any order made by a client automatically implies the client's final approval for all of these Conditions of Sale. The client can consult at any time on www.helvetio.ch

1.2. Vocabulary

- The transferred designates the person subject of the contract, to which the services will be performed.

- The client is the person who accepts the contracts. It can be the transferred.

- The contractor designates the company COLEMI SARL, also identified as Helvetio.

1.3. Prices

Prices may change at any time, the only costs withheld are those mentioned in the signed offer or the signed order, or indicated on these terms and conditions. The default currency is CHF.

In the case of fees given in another currency, the exchange rate is to be agreed between the parties. Without explicit agreement, the exchange rate is the one indicated by the Swiss National Bank. The default fees are quoted excluding tax. VAT is applicable Swiss VAT at the rate in force. On January 1st 2017, the VAT rate is 8%.

If the offer suggests to choose the currency, but the client has not indicated his/her choice, then the currency is the CHF.

The services that generate additional costs not mentioned in the offer (eg customs duty, repairs to the vehicle or other third party fees) will be paid by the client.

By default, the hourly rate is 150 CHF (+ VAT). This price is applicable by default for all services for which the price has not been explicitly mentioned.

1.4. Payment conditions

By default, the amount is paid in two steps: 50% when ordering, 50% at the end contract. The parties may agree a different distribution. An invoice for each step shall be sent by postal mail or email. Each amount must be paid no later than 7 calendar days after the due date by bank transfer, unless the parties define another agreement. If the payment does not respect these conditions, the contractor can suspend or cancel the concerned contract.

1.5. Confidentiality

During the execution of the contract, the parties may be required to exchange confidential information. The parties shall protect the confidentiality of such information by avoiding its disclosure to third parties and limiting its use.

1.6. Cancellation

The client is engaged from the first day of the contract. The explanation is because the contractor must engage fees from the 1st day of the contract. If the client wants to terminate or cancel the contract, the contractor can invoice the full amount of the order.

In the event of a material breach of contract by one of the parties, the other part shall have the right to terminate the contract. In such circumstances, the hours of work will be invoiced.

1.7. Delivery time

In the case of delivery durations, it must be stated in writing. The delivery time for the completion of the service depends on the information, content, and

possible documents the client may provide the contractor. If the client collaboration is necessary to achieve the contract, the delivery time will be extended for as long time as the client delay. The delivery time is also dependent on third parties to contact within the mandate and the delivery time will be extended for as long as the waiting time of those contacted.

1.8. Delays

Delays may be caused by changes in the client. The delivery will be so extended. The latecomer party must promptly notify the other party of any delay. The contractor cannot be held responsible for failure to meet the deadline in case of computer problems, problems related to partners or other unavoidable circumstances. In case of delay for payment due to the client, each mail asking for payment will be charged 20 CHF HT.

1.9. Complaints

The client checks the documents and deliverables provided by the contractor within 7 calendar days from the date of delivery. If the result matches with the expectations, the client must give its approval within that time, by e-mail or letter. In case of no response from the client within this period, the results will be considered in line with expectations, and then claims are excluded. In case the delivery of agreed expectations differ, the client must report these anomalies to the contractor during the same period of 7 calendar days after delivery of the items concerned.

1.10. Responsibility

The contractor cannot be held responsible for errors and the consequences that result from incomplete or faulty information or content, or not delivered on time by the client. The responsibility of the company COLEMI is limited to foreseeable damages. In addition, the liability of the company COLEMI is limited to the amount of the value of the contract.

1.11. Validity duration of the offers

By default and unless other indication, the proposed offer is valid for 1 month.

1.12. Cooperation

If at least one of these cases occurs within 20 calendar days:

- the company remains without news of the client or the transferred
- the client or the transferred show up but do not allow the contractor to perform the services ordered

Then the contract will be considered completed and the contractor will invoice the remaining amount.

1.13. Languages

By default, communications between the contractor and the client will be conducted in French. However, the parties may agree on a different language of communication. In case of disagreement between languages, the french version prevails.

1.14. Start of the contract

The contract starts when these 2 conditions are met:

- The order is signed by the client
- The agreed deposit is paid

1.15. Applicable law

These Terms and Conditions are governed by the Swiss law. The jurisdiction is based in Châtel-St-Denis (canton Fribourg, Switzerland).

2. Services

2.1. Meal

Rates exclude the cost of meals for the transferred and his/her family. If the client instructs the agent, a reasonable meal will be paid to the transferred and his family, which will be then billed to the client.

2.2. Accommodations search and visits

2.2.1. Appointment

The appointments are located on the place of the visit. The contractor is not required to be present for visits from 19:00 to 07:00, neither on Sundays or public holidays.

2.2.2. Research

By default, if the offer or the order does not indicate a limit of proposed or visited accommodations, then it is limited to 20 accommodations.

The number of proposed accommodation searches and visits are only possible if the search criteria are reasonable according to the market. If the criteria are too demanding according to the market, then the number of visits is not guaranteed.

2.2.3. Candidature submission

It is not possible to guarantee the acceptance of the client application, because the decision is set by other parts: the owners or real estate agencies.

2.2.4. End of the contract

If no visit has been made and if the transferred is assigned an accommodation he found without the contractor, we retain 450 CHF for administrative expenses and we refund the rest of the deposit to the client.

The contract is valid for 6 months from the date the client's signature. After this time, if the accommodation search was not successful, the contract will end and the deposit will be retained. If the contract indicates a number of visits, and that after 6 months visits have not reached the agreed number, the deposit will be retained.

If an application that meets your needs is accepted, then the contract ends, the accommodation search stops and the remaining amount is due, regardless of the number of visits.

If the term indicates a number of visits, then the contract will be considered realized once the number of visits has been reached.

2.2.5. Inspections

The inspections of the accommodation are made from the transferred's agreement.

2.2.6. Transport to the visits

The price included round trip included (go and way back). The proposal for transportation to the visits includes transport between the place of the transferred recovery, and place of the visit, for a round trip distance up to 50km. If the distance is more than 50km long, the contractor may charge the client 2 CHF / additional km.

2.2.7. Relationship with agencies and owners

The information provided to the contractor must be consistent with reality, in order to respect our credibility with agencies and owners. The price excludes fees that the agencies, landlord or other representatives of the owner may apply to the conclusion of the lease.

2.3. Temporary housing

The transferred may have to change accommodation if the duration does not cover the required time, this to overcome the housing shortage. The duration of the temporary housing cannot exceed 4 months.

2.4. Leaving services

During contracts cancellation, the service consists in assisting the TRANSFERRED to the procedures, the price does not include potential additional fees that the concerned organisms may apply. The contractor performs the necessary steps to find a new tenant. However the contractor does not provide the guarantee of finding a new tenant, because it depends on the market and third parties.

2.5. Searches of school and childcare

The number of proposed establishments and childcare solutions is guaranteed only if the search criteria are reasonable.

2.6. Arrival services

The transferred recovery service is performed at a maximum distance of 50km from the accommodation. Each additional km is charged CHF 2 per km. The transferred is transported with his/her family and the luggage. If luggage represents more than 1m³, the contractor can rent an additional vehicle, and the rental fee will be charged to the client.

2.7. Helpline

The length of this service is 3 months. The transferred can call the agent on office hours (between 08:00 and 18:00, excluding Sundays and public holidays), for problems related to the accommodation or everyday life, eg translations, repair tracking, etc. The amount of work generated by these calls is limited to 10h, spread over 3 months.

2.8. Vehicle import

The cost of this service does not include potential costs regarding repairing the vehicle in a garage, by nature dependent on the state of your vehicle, or even administrative fees charged by the service car of the concerned canton, nor customs fees and import. The above charges will automatically be billed to the client.

2.9. Residential and work permit

Because the final decision is not in the contractor's hands, the permit is not guaranteed.

2.10. Foreign qualification and degree recognition

The supplied service concerns assistance to prepare the application and to submit it. The price of this service does not include potential fees from the concerned organism may additionally apply.

2.11. Public transport subscription

The supplied service concerns assistance to subscribe to the transport organism. The price does not include the subscription itself, which is directly billed by transport company.