

Estate Agent Terms and Conditions (AGBs)

1. By taking note of the property information supplied by us, a brokerage agreement comes into existence between us and the recipient of this information. The recipient acknowledges that the following general terms and conditions apply for this contract. 'Taking note' means reading through the property information, and at the latest, making contact with us regarding the information (e.g. to arrange a viewing).
2. The exposé was supplied by the seller / landlord. All information was created with the utmost care. We will not assume liability for the accuracy or completeness of the information. All information is subject to alteration and non-binding. We reserve the right for error or prior sale. We are permitted to simultaneous negotiation with the other party. Furthermore, the accountability of our vicarious agent is limited to intention and gross negligence as well as negligent or intentional harm to body, life or health.
3. Our offers are intended exclusively for the recipient and should be treated with confidentiality. They must not be made available to third parties. If a contract of any kind comes about due to unauthorised disclosure, the recipient is liable to pay damages to the sum of the lost estate agent commission. The same applies for any company legally or economically associated with the recipient, as well as to family members. If a contract completion occurs in this case, disclosure will be assumed.
4. If the recipient is already aware of the property, they must inform us of this promptly, and within no more than five days. Failure to do so implies acknowledgement that our further activity in this matter will cause the contract to be completed. Evidence of prior awareness of the property must be provided if requested. If the recipient is offered a property by a third party which they have already been offered by us, they must make this prior awareness known. Estate agent services from the third party regarding the property already offered by us must be turned down.
5. Insofar as the recipient of this offer comes into direct contact with the seller or landlord or with one of their agents, our company must be named. Our company must be consulted during completion of the contract at the latest.
6. If another business than the one originally intended or an additional business comes between the recipient and the owner of the property offered, or if the recipient purchases an offered property at a later point in time, by way of auction or court auction, the full estate agent commission is due. The recipient is also liable to pay commission if registration or lease of the object occurs as a result of us suggesting the property, and purchase of the property is not completed until a later point. The commission fee paid for the renting/leasing will be charged.
7. The estate agent commission is earned and due after completion of the sales contract. The commission fee can be found in the exposé. Unless otherwise specified, all prices quoted include the statutory value added tax.
8. Tacit, oral or written collateral contracts were not agreed on. Deviating agreements are only valid with written confirmation. This also applies to making changes to this written form clause.
9. If any of the preceding terms are void or become void, the validity of the other terms remains unaffected. In place of the ineffective term, a term which is commonplace in the activities of estate agents, or secondarily the legal regulations, come into effect.
10. Place of fulfilment and jurisdiction for all parties is Berlin, to the extent permitted by law. The contract is subject to German law to the exclusion of the UN Sales Convention.

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