



Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days starting after the contract is completed.

In order to exercise your right of cancellation, you must inform us,

homepoint living GmbH
Schönhauser Allee 161a
10435 Berlin
Tel.: +49 (0) 30 - 4401 289 150
Fax: +49 (0) 30 - 4401 289 160
e-mail: info@homepoint-living.de

with a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. To do this, you can use the attached cancellation form template, although this is not compulsory.

Notifying us of your decision to exercise your right of cancellation before the cancellation period ends is sufficient to adhere to the cancellation deadline.

Outcome of Cancellation

If you cancel this contract, we are obligated to return all payments we have received from you, including delivery costs (with the exception of any additional delivery costs resulting from you choosing a different delivery method to the less expensive, standard delivery offered by us) promptly and no later than fourteen days after receiving your communication notifying us of your decision to cancel this contract. For this payment we will use the same payment method which you used during the original transaction, unless otherwise explicitly agreed with you. Under no circumstances will we demand any compensation from you regarding this refund.

If you requested the service to begin within the cancellation period, you are required to pay us an appropriate sum equivalent to the percentage of services provided up to the point you notified us of your decision to exercise your right to cancel this contract, relative to the total extent of the services expected to be rendered according to the contract.



Cancellation Form Template

(If you wish to cancel the contract, please fill in this form and return it)

to:

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10435 Berlin
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e-mail: info@homepoint-living.de

I / we (*) hereby cancel the contract completed by me / us (*) to purchase the following goods (*) / to render the following service (*)

Ordered on (*) / received on (*) _____

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) (only for communication on paper) _____

Date: _____

(*) Cross out whichever does not apply



Termination of the Right to Cancel / Outcome of Cancellation

I give permission and explicitly request that you begin rendering the ordered services before the end of the cancellation period. I am aware that I lose my right to cancel after completed fulfilment of the contract.

Services should begin during the cancellation period: yes () no ()

This affects the following property: _____

The exposé was delivered / sent on: _____

A duty to pay (commission or compensation) the contractor depends exclusively on the completion of the procured rental or purchase contract.

Place and date

Contractor's signature

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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