

General terms and conditions

These terms and conditions govern the brokerage services for providing a contract of sale or tenancy agreement and proving our involvement in concluding such a contract. By using our services, you become our client. This is also the case if you use our websites. There is no initial cost for you. Only if our service results in a contract of sale or tenancy agreement will we charge you commission. Please read through the terms and conditions which follow carefully; it is in both our interests to avoid misunderstandings. If you have any questions about these general terms and conditions, our management would be happy to answer them for you.

1. Right to commission

a) You owe us commission upon conclusion of the contract of sale or tenancy agreement and where there is evidence our service provided the opportunity to conclude this contract or gave information concerning the possibility of such a deal. This evidence must prove our brokering service made a significant contribution towards the deal. This will be assumed to be the case if our service played a role in the conclusion of the contract or gave you the initial stimulus to acquire or rent the property. If contract negotiations with the owner are broken off and subsequently resumed, you must still pay the commission.

b) Our right to receive a commission payment is not affected if the contract to be concluded has different terms and conditions, unless the financial gain agreed to in the contract differs significantly from our offer. We have a special right to commission if, instead of the property we offered, another transaction is made which financially replaces the original transaction e.g. in the case of expropriation, postponement, exercising a right of first refusal or a heritable building right.

c) We are also entitled to commission if further contractual agreements are made financially related to the first or concluded at around the same time, which have as their basis the broker contract with us.

2. Amount of commission

The commission rates on our offers, or statements providing evidence of service provision, will apply. If no other arrangement has been made in the offer or statement, we will charge:

a) the purchaser commission of 6% plus VAT of the purchasing price for concluding a contract of sale of property and a plot of land.

b) the tenant or leaseholder commission of 3% plus VAT of 10 years' gross rent (gross rent = net rent + running costs) for the conclusion of a tenancy agreement or lease contract with a term of 10 years. This rate also applies if the tenant has the option to extend the contract to a 10-year term, irrespective of whether he does this or not.

c) the tenant or leaseholder commission of 3% plus VAT of 5 years' of the total rent for the conclusion of a tenancy agreement or lease contract with a term of over five, but less than 10, years.

d) the tenant or leaseholder three months gross rent (the rent agreed to; or in the case of tenancy agreements where the rent is adjusted each year, the average rent for the contractual term) plus VAT for concluding a tenancy agreement or lease contract with a term of up to five years.

e) If the calculation of commission is not provided for contractually or if the contractual provision is invalid, commission in accordance with local standards will apply.

3. Date commission is due

We have a right to the commission upon conclusion of the contract of sale or tenancy agreement. The commission is due immediately and must be paid within 10 days of the invoice being issued unless another agreement has been made.

4. Contractual parties' business activity

Part of our capacity as a broker is to work for the benefit of our contractual partner. Our goal is to conclude a deal to the benefit of both parties.

5. Client's special obligations and damages

If we provide you with an offer or information about the saleability or rentability of a property which you were already aware of, you must inform us immediately and provide proof on request. Otherwise you must pay commission if you buy this property (compare 1a). Any third-party broker services relating to the property offered do not affect our right to commission.

You must inform us as soon as you intend to make the transaction. This saves unnecessary costs.

The offers and information we provide are intended for you alone and must be treated confidentially. If information is given to third parties and this results in damage, you are liable for the total estimated commission for the transaction. The same applies to a company with which the recipient has legal or business ties, and to family members. In such a case, if a contract of sale is concluded, it will be assumed that information has been given.

If you breach a contractual obligation, you must pay damages to us and settle the matter so we are in the same position we would have been had the obligation not been breached. You must pay us for the wasted expenditure arising from preparing the transaction. We may calculate the exact amount of wasted expenditure or charge you an all-inclusive maximum sum of €500.

6. Liability

Our offers and reports are based on the information given to us by the vendor or landlord/lessor. We accept no liability for the accuracy and completeness of this information. We can only be held liable for damage incurred by you which is intentional or caused by gross negligence unless we have breached principal obligations. For assistance with tax-related and legal matters, we suggest contacting tax and legal specialists. Any information we provide you in this respect is not binding.

7. Data protection

We store electronically the information you give us via online forms or in any other way. This information is only used only within the bounds of the commercial relationship between you, our company and our company's partners.

8. General provisions

Any terms which differ from our general terms and conditions, and ancillary agreements are only valid if they are confirmed by us in writing. Any terms and conditions which are contrary to these terms and conditions are not valid. Any term, condition or provision of these general terms and conditions which is or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom without in any case invalidating the remaining terms or conditions hereof. Instead the parties undertake to replace any invalid or unenforceable provision with a valid or enforceable one which comes closest to the spirit and intention of the provision to be replaced

9. Place of jurisdiction

The place of jurisdiction for business users of our services is Berlin.
German law shall apply.