

General Terms and Conditions of HereLocation

§ 1 General, the scope of application, legal responsibility

Unless expressly agreed otherwise in writing, these General Terms and Conditions (hereinafter referred to as "GTC") apply to all offers, services and all resulting contractual relationships between HereLocation (hereinafter referred to as "HereLocation" or "contractor") and clients who commission HereLocation (hereinafter referred to as "client").

These terms and conditions constitute the entire agreement between the client and HereLocation with regard to the subject matter of the services. Deviating, conflicting or supplementary general terms and conditions of the client will only become part of the contract if and insofar as HereLocation has agreed to their validity in writing. In addition to the provisions of these GTC the legal provisions shall apply.

By concluding the contract, the client accepts the terms and conditions of the GTC.

§ 2 Subject matter of performance

HereLocation provides services for relocating the employees of a client or of a client itself.

§ 3 Scope of services

The type and scope of the contractual obligations of HereLocation are based on the written offer of the contractor and the written order confirmation of the client. No services will be rendered until the offer has been explicitly accepted.

Each assignment does not include advice on legal, tax and insurance issues. If the client expressly commissions HereLocation to provide such services, HereLocation will arrange for these services to be provided by external consultants at the client's expense.

HereLocation does not represent the client or service recipient in legal transactions, in particular payment obligations or transactions that could trigger the liability obligations of the client or service recipient. At the explicit request of the customer HereLocation will take over such activities in individual cases against a written release from liability.

§ 4 Remuneration, mode of payment

The remuneration of HereLocation depends on the respective assignment. Additional services that are not part of the contract and are added later will be charged additionally according to the time spent or the agreed flat rate. The client undertakes to reimburse expenses incurred by HereLocation on presentation of an invoice. Brokerage commissions are not included in the services provided by HereLocation and will not be advanced by HereLocation. Payments are to be made 50% as advance payment upon conclusion of a contract and 50% after completion of the booked services. HereLocation's claim for remuneration is independent of any other claims for commission that the client may have from third parties. This is especially true if claims result from the client's or service recipient's own activities.

§ 5 Duties of the client

The client undertakes to procure all necessary records, documents and information which HereLocation needs to fulfil the contract at his own expense and to provide HereLocation with all necessary information in time and in full. Information on data collection, data processing, storage and cancellation can be found on the Contractor's website. By accepting an offer, the client expressly consents to data processing.

When searching for accommodation, the client informs HereLocation about all previous efforts to find a property and agrees them with HereLocation.

§ 6 Duration of contract, termination, cancellation fees

The duration of the contract depends on the respective order. The client may terminate the contract at any time without notice. If there is an important reason, HereLocation can also cancel the contract. A reason for termination is for example if the client does not fulfill his obligations as mentioned in § 4 because it makes the execution of the order impossible or significantly more difficult. If a contract is terminated by either party, HereLocation is entitled to demand a compensation according to the progress of work in the following amount:

- 30% of the agreed total remuneration if the activity has already begun but no viewings have yet taken place or no appointments with the authorities have yet been arranged.
- 50% of the agreed total remuneration if the search for an apartment has already begun and up to 2 viewings have taken place or if appointments with the authorities have already been requested.
- 80% of the agreed total remuneration if 3 or more viewings have taken place or if the tenancy agreement has already been signed or if appointments with the authorities have been announced.

If scheduled appointments for visits or visits to authorities have to be canceled by the client or the service recipient, this must be done at least 24 hours in advance. If an appointment is canceled within this period, it is considered to be accepted.

§ 7 Liability

HereLocation is not liable for any damages, no matter on what legal grounds. This applies unless a damage clearly results from the lack of a specified service, a breach of contract or gross negligence on the part of HereLocation. HereLocation is not liable for services provided by third parties. Information from a third party will be passed on to the best of our ability. HereLocation is not liable for the accuracy of this third-party information. If HereLocation can be proven to be at fault, HereLocation is liable for the sum of the amount of the agreed contract as well as the damages which usually arise in such a case.

Translations (oral or written) into other languages are not part of the contractual services of HereLocation. At the request of the client, HereLocation only commissions professional translators and is not liable for their accuracy.

§ 8 Right of Retention

The assertion of a right of retention in accordance with § 273, 320 BGB by the customer is excluded. The client may only offset against undisputed or legally established claims.

§ 9 Data protection

HereLocation undertakes to comply with the provisions of the Basic Data Protection Regulation and not to disclose any personal data of the Client and the Service Recipient purpose unbound or to use it for its own purposes. You can find detailed information on how data is handled on the website. By accepting an offer, the client automatically agrees to the privacy policy.

§ 10 Miscellaneous provisions

Verbal agreements do not apply. Changes or additions to the contract must be made in writing in order to be valid. For any disputes, the parties agree on Bonn as the place of jurisdiction. This contract and its interpretation are subject exclusively to German law. If one or more provisions of these terms and conditions are found to be invalid or unenforceable in whole or in part, this shall not affect or impair the validity or enforceability of the remaining provisions.

(January 2025)