

Dresden Flat-Sharing Agency (Mitwohonzentrale Dresden) – General Terms and Conditions of Business

Area of application

The following provisions apply to the acceptance and brokerage of flat-sharing options by the Dresden Flat-Sharing Agency. Any provisions deviating from these terms and conditions must be agreed in writing.

A. Relationship between flat-sharing agency and customer (accommodation seeker)

Section 1 Conclusion of brokerage contract

The contract governing the brokerage of flat-sharing options is deemed to have been concluded upon its signing by the customer and the Dresden Flat-Sharing Agency. Provision of the first flat-sharing option to the customer by the Dresden Flat-Sharing Agency equates to the latter's signing of the contract.

Section 2 Scope of services

The Dresden Flat-Sharing Agency brokers flat-sharing options in and around Dresden on the customer's behalf and provides the latter with the supplier's relevant contact data. The number and quality of the flat-sharing options brokered depend on the options made available to the Dresden Flat-Sharing Agency.

Section 3 Term of brokerage contract

The brokerage contract is concluded for an indefinite period. The Dresden Flat-Sharing Agency has fulfilled its service provision duty as soon as its brokerage activities have led to the conclusion of a valid rental or sub-lease contract.

Section 4 Conclusion of a rental or sub-lease contract

(1) The conclusion, content and execution of the rental or sub-lease contract are the responsibility of the customer and the supplier. The customer may assert no claims vis-à-vis the Dresden Flat-Sharing Agency with regard to the conclusion of a rental or sub-lease contract in respect of a brokered flat-sharing option. The customer is not obliged to conclude a rental contract in respect of a brokered flat-sharing option.

(2) The Dresden Flat-Sharing Agency does not check whether the content of the given flat-sharing option is correct or whether the accommodation concerned is actually available. The content of the brokered flat-sharing option and the actual availability of the accommodation concerned are the sole responsibility of the supplier of the given accommodation.

(3) The Dresden Flat-Sharing Agency cannot be made liable either for the failure to conclude a rental or sub-lease contract nor for the claims arising from any rental or sub-lease contract that is concluded. Above all, the Dresden Flat-Sharing Agency offers no guarantee for the reliability of the sub-lease in respect of approval by the landlord or the meeting of other requirements to which the validity of the contract concluded with the supplier is subject.

Section 5 Duties of customer

(1) The customer is to provide the Dresden Flat-Sharing Agency with immediate notification if he/she already knows the flat-sharing option that is brokered on his/her behalf.

(2) The customer is to provide the Dresden Flat-Sharing Agency with immediate notification of the conclusion of a brokered rental or sub-lease contract together with details of the term of the given rental contract and the monthly rental payment. This also applies if the rental or sub-lease contract is merely concluded by word of mouth.

(3) The customer is to treat the flat-sharing options brokered on his/her behalf in the strictest confidence. He/She is not entitled to forward the flat-sharing options to third parties.

(4) Should the customer violate his/her duties in accordance with sub-section 2 or should the rental or sub-lease contract be concluded with the given third party due to a violation of the provisions set out under sub-section 3, he/she is obliged to compensate the Dresden Flat-Sharing Agency for any damage it may have incurred including the commission it may have thereby lost.

Section 6 Cancellation of brokerage contract

(1) The customer is entitled to cancel the brokerage contract at any time without having to state the reasons for so doing. The Dresden Flat-Sharing Agency can revoke the contract insofar as the customer is guilty of a violation of duty in accordance with section 5 sub-section 3.

(2) The customer is still obliged to pay commission even after the cancellation of the brokerage contract if the conclusion of the rental or sub-lease contract is attributable to the activities of the Dresden Flat-Sharing Agency.

Section 7 Commission

(1) Upon the conclusion of a rental or sub-lease contract attributable to the brokerage of the Dresden Flat-Sharing Agency, the customer is to pay commission in accordance with the price scales set out below, which are based on the term of contract and the rental payment. The calculation of the commission is as a general rule based on an all-in rental payment including heating and other ancillary costs. Only in the case of a long-term rental or sub-lease agreement, whereby the supplier can submit an account for the ancillary costs, do we base the calculation on the rental payment component that is not subject to the level of ancillary services used. Brokerage on the part of the Dresden Flat-Sharing Agency is also deemed to have occurred if the customer fails to provide immediate notification in violation of section 5 sub-section 1 and is unable to prove his/her prior knowledge of the given flat-sharing option or if the rental or sub-lease contract is not identical with the flat-sharing option brokered or the contract with the supplier concerned was established via the Dresden Flat-Sharing Agency.

(2) The amount of commission due is based on the rental or sub-lease contract concluded between the customer and the supplier. Subsequent changes to the rental relationship result in changes to the amount of commission due.

(3) The commission for the brokerage of the given rental or sub-lease contract is due 14 days after the customer moves into the rental object and will be deducted from the customer's account via direct debit. Should the direct debit transaction fail, the costs incurred as a result by the Dresden Flat-Sharing Agency are payable by the customer.

Section 8 Commission-free brokerage

Brokerage activities on the customer's behalf are free of charge if the rental or sub-lease contract is concluded in respect of publicly sponsored accommodation or in respect of such that has a fixed price due to public law requirements (accommodation authorisation certificate - 'Wohnberechtigungsschein'). Should commission have been paid nevertheless, the customer is entitled to reimbursement of the commission paid. Section 7 does not apply in such cases.

B. Relationship between flat-sharing agency and supplier of accommodation

(1) By way of his/her provision of the data relevant to the given object, rental payment and availability, the supplier of the accommodation herewith appoints the Dresden Flat-Sharing Agency to forward the flat-sharing option and his/her personal contact data to persons interested in renting the accommodation concerned. This service is free of charge for the supplier.

(2) The supplier is to notify the Dresden Flat-Sharing Agency as to whether the flat-sharing option he/she is offering is publicly sponsored accommodation or such that has a fixed price due to public law requirements. This is notably the case if the accommodation rental is only available to holders of accommodation authorisation certificates.

(3) The Dresden Flat-Sharing Agency provides no guarantee to the effect that the given accommodation can be brokered or that a rental or sub-lease contract is concluded in respect thereof. (1) The conclusion, content and execution of the rental or sub-lease contract are the responsibility of the supplier.

(4) The supplier of the accommodation concerned is to ensure that the data provided in accordance with sub-section 1 above is truthful and is obliged to immediately notify any changes with regard to its availability, the rental payment and his/her contact data.

(5) The supplier can also broker the given flat-sharing option himself/herself or have it brokered via other persons. He/She is entitled to cancel the contract at any time without having to state the reasons for so doing.

(6) The supplier of the accommodation concerned is obliged to immediately notify the Dresden Flat-Sharing Agency of the conclusion of a rental or sub-lease contract together with the name and address of the given tenant. Should this duty be violated, the supplier is to reimburse any damage the flat-sharing agency may incur with particular regard to any commission lost thereby.

C. Data protection

In the absence of special approval being supplied by the person concerned, personal data is only collected, processed and otherwise used for the purpose of establishing and handling the contractual relationship, notably in respect of the provisions set out under section B (1), and for accounting purposes.

Status: 10.03.2010

Commission scales

Rental term of up to 1 month	29.75% of the monthly rent (25% commission + 19% value-added tax)
Rental term of up to 2 months	47.60% of the monthly rent (40% commission + 19% value-added tax)
Rental term of up to 3 months	59.50% of the monthly rent (50% commission + 19% value-added tax)
Rental term of up to 4 months	71.40% of the monthly rent (60% commission + 19% value-added tax)
Rental term of up to 5 months	89.25% of the monthly rent (75% commission + 19% value-added tax)
Rental term of up to 6 months	107.10% of the monthly rent (90% commission + 19% value-added tax)
Rental term of up to 8 months	130.90% of the monthly rent (110% commission + 19% value-added tax)
Rental term of up to 12 months	166.60% of the monthly rent (140% commission + 19% value-added tax)
Rental term of more than 12 months	178.50% of the monthly rent (150% commission + 19% value-added tax)

In the case of rental agreements for a period of days or weeks (less than one month), the commission charged is 25% of the total rent paid + 19% VAT. Such brokerage fees as have already been paid - for whatever reason - are not refunded. Any extension to the rental contract is subject to payment of commission up to a max. brokerage fee of 1.5 monthly rental payments. The brokerage fee is due immediately upon conclusion of the rental/usage contract.

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