

General Terms of Business for Tenants of Housing Space (business clients)

1. The HomeCompany Hertle Immobilien GmbH, hereinafter referred as HomeCompany, informs the Customer about rental offers that are not already known by the Customer. Such information can be provided in writing or text form (email, telefax, postal letter) or by phone. In spite of all due care the HomeCompany cannot assume liability for the accuracy and integrity of such information.

2. The Customer must notify the HomeCompany immediately, if a tenancy agreement (oral/in writing) in regard to one of the communicated rental objects or with one of communicated lessors is concluded.

3. The data of the rental object is confidential and is communicated to the Customer for his personal use. For the passing on of the data the consent of the HomeCompany is required.

4. The data provided by the Customer are recorded according to data protection regulations, taxation and accounting duties and the jurisdiction of the German Federal Supreme Court in regard to the broker-age claim. The HomeCompany will not transfer or sell the data for advertising purposes. You can find further details concerning the topic data protection and the term of the data storage at

<http://www.homecompany.de/en/privacy-notice>

5. SCHUFA-clause in regard to requests for renting

I hereby authorize the lessor to transmit data about my request to rent a rental object to SCHUFA Holding AG (SCHUFA), Kormoranweg 5, 65201 Wiesbaden and to obtain information from SCHUFA in regard to my person. Notwithstanding the above, the lessor will transmit to SCHUFA information concerning his outstanding claims against me (for example legally established claims after a termination of tenancy agreement according to §§ 543, subparagraph 2 No. 3, 569 subparagraph 3 BGB [German Civil Code] respectively because of delayed payment according to § 573 subparagraph 2 No. 1 BGB [German Civil Code]). The transmission of the above mentioned information complies with § 28a subparagraph 1 sentence 1 Bundesdatenschutzgesetz (Federal Data Protection Act), if I haven't settled the debts due, the transmission is necessary for the protection of legitimate interests of the lessor or of third persons and the claim is enforceable at law or I have admitted the claim explicitly. Furthermore the lessor will transmit data about non-contractual behaviour (for example fraudulent or abusive behaviour) to SCHUFA. These notifications are permitted, if and to the extent they are necessary for the protection of legitimate interests of the lessor or of third persons and there are no reasons for the assumption that your legitimate interest in non-transmission prevails. SCHUFA stores and uses the received data. The usage of the data comprises the calculation of a probability value on the basis of the database of SCHUFA for the evaluation of the credit risk (Score). The received data will also be transmitted to contractual partners of SCHUFA domiciled in the European Economic Area and Swiss for the purpose of evaluation of creditworthiness of natural persons. The contractual partners of SCHUFA are companies that bear contingency risks based on their goods and services (in particular credit institutions, credit card providers, leasing and renting companies, trade companies, telecommunication companies, utility companies, insurance- and debt collection companies). SCHUFA provides personal data only if a legitimate interest is believably stated and the transmission is permitted after due consideration of the interests of all parties. Hence, the scope of the data provided may vary depending on the kind of contractual partner. Further on SCHUFA uses the data for the verification of the identity and the age of persons on request of their contractual partners, which are providing for example services on the internet. I can get information from SCHUFA about the stored data related to me. More information regarding the SCHUFA information procedure and the Score procedure are provided on www.meineschufa.de. The postal address of SCHUFA is: SCHUFA Holding AG, Privatkunden ServiceCenter, Postfach 10 34 41, 50474 Köln

6. This Agreement is exclusively subject to and governed by the laws of the Federal Republic of Germany under exclusion of the UN-Convention on Contracts for the International Sale of Goods (CISG). Modifications or supplements to the Agreement shall be in writing to become legally binding. There are no verbal agreements besides this Agreement. If the Customer is acting as or for a merchant, the venue is Freiburg. If a clause of this Agreement is or becomes invalid, this shall not affect the validity of the remaining clauses. [Print out 16.05.2024](#)