

Terms & Conditions (T&C) – Maison Verum

Stand: Januar 2026

§ 1 Provider, Scope of Application

- 1) These Terms and Conditions apply to all agreements between Irina Jochen, trading as Maison Verum, Ossietzkystrasse 4, email: info@maisonverum.com, telephone: +49 (0) 173 246 9156 (the "Contractor"), and its customers, regarding consulting, organisational and coordination services as well as brokerage (estate agency) services, insofar as these are each commissioned.
- 2) Consulting, organisational and coordination services include, in particular, real estate project management, coordination and supervision of renovation and refurbishment works, property care, advice on value and usage potential, and the development of concepts for residential and holiday properties, including marketing and usage concepts.
- 3) Brokerage (estate agency) services include, in particular, the introduction of an opportunity to conclude, or the mediation of, agreements for the purchase, sale or letting of real estate.
- 4) Any differing terms and conditions of the customer shall only become part of the contract if Maison Verum expressly agrees to them in text form (Textform).
- 5) These T&C apply vis-à-vis consumers within the meaning of Section 13 of the German Civil Code (BGB) and entrepreneurs within the meaning of Section 14 BGB. Where individual provisions apply only to one of these groups, this will be expressly indicated.

§ 2 Contract Formation, Formal Requirements and Contract Documents

- 1) Offers by Maison Verum are non-binding unless expressly designated as binding.
- 2) A contract is concluded when the customer accepts an offer in text form, when Maison Verum confirms an order in text form, or when Maison Verum commences performance of the services.
- 3) The customer has the opportunity to take note of these T&C prior to concluding the contract and agrees to their applicability no later than upon contract conclusion.
- 4) Brokerage agreements relating to the purchase or sale of an apartment (condominium) or a single-family house require text form pursuant to Section 656a BGB. In such cases, a brokerage mandate becomes effective only if a separate commission agreement is concluded in text form.
- 5) If, within one project, both consulting, organisational and coordination services and brokerage services are provided, both service areas shall be treated separately in legal and economic terms. Remuneration for consulting, organisational and coordination services shall be billed as a fee, and remuneration for brokerage services shall be billed as a commission in accordance with the commission agreement.
- 6) Where the customer, as a consumer, is entitled to a right of withdrawal and the contract was concluded as a distance contract or outside of business premises, the withdrawal notice in Annex 1 and the model withdrawal form in Annex 2 shall apply in addition.

§ 3 Consulting, Organisational and Coordination Services

- 1) Maison Verum provides consulting, organisational and coordination services to the best of its knowledge and belief and generally owes diligent performance, but no specific economic or technical result. A specific result is owed only if expressly agreed in writing.
- 2) Maison Verum does not provide legal, tax, financial or investment advice. The customer is obliged to have such matters reviewed by appropriately authorised professionals.
- 3) Maison Verum does not owe any own craft/trade services, construction contractor services, architect or engineer services, any technical inspections or technical construction management, unless such services have been expressly agreed as Maison Verum's own services.
- 4) Maison Verum does not hold or administer customer funds and does not accept payments for onward transfer to third parties. The customer shall generally pay remuneration and expenses as well as invoices of third-party companies directly to the respective service provider.

§ 4 Brokerage (Estate Agency) Services

- 1) Maison Verum provides brokerage services by introducing opportunities to conclude, or mediating, principal contracts, in particular purchase agreements and tenancy agreements.
- 2) A claim to commission generally arises only if a principal contract is validly concluded and the brokerage activity was (co-)causal for its conclusion, unless mandatory law provides otherwise.
- 3) The amount of the commission, its accrual, due date, cost allocation, the scope of brokerage services, and any provisions regarding acting for both parties shall be set out in a separate commission agreement in text form. In the event of any conflict, the commission agreement shall prevail over these T&C.
- 4) In brokerage agreements relating to the purchase or sale of an apartment or a single-family house, commission shall be agreed and claimed only within the framework of statutory provisions, in particular in compliance with the text form requirement pursuant to Section 656a BGB and the statutory rules on the allocation of commission in the case of consumer buyers pursuant to Sections 656c and 656d BGB.
- 5) In the mediation of residential tenancy agreements, commissions shall be charged only within the framework of statutory provisions, in particular in compliance with the “besteller principle” (commission payer principle).
- 6) Acting for both parties shall be performed only insofar as legally permissible and shall be regulated transparently in the commission agreement.

§ 5 Customer’s Cooperation Obligations

- 1) The customer shall provide Maison Verum with all information and documents required for performance in full and in due time and shall enable access to the property to the extent necessary for performance.
- 2) The customer shall make required decisions and grant required approvals in due time, in particular regarding budgets, materials, awarding of contracts and marketing parameters.
- 3) Delays attributable to insufficient cooperation by the customer, delayed approvals or missing documents shall not be at Maison Verum’s expense and shall result in an appropriate extension of any deadlines.
- 4) The customer shall ensure that third-party companies commissioned by the customer and other involved parties facilitate the coordination required.

§ 6 Combination Projects (Consulting/Coordination and Subsequent Marketing)

- 1) If, within the same project, Maison Verum first provides consulting, organisational and coordination services and subsequently provides brokerage services, these shall be deemed two separate service areas.
- 2) The fee for consulting, organisational and coordination services shall be charged on a time basis or as a flat fee and is generally independent of success.
- 3) The commission for brokerage services is success-based and arises exclusively in accordance with the commission agreement.
- 4) Fees shall be credited against a later commission only if expressly agreed in writing.
- 5) Maison Verum notes that the combination of value-enhancing measures and subsequent marketing requires particular transparency. The customer shall make the key marketing decisions, in particular regarding price, target group, terms and timeline, unless otherwise agreed.

§ 7 Third Parties, Powers of Attorney and Legally Binding Actions

- 1) Contracts with tradespeople, service providers, property managers or other third parties shall, unless expressly agreed otherwise, be concluded directly between the customer and the respective third party. In such cases, Maison Verum shall assume coordination and accompaniment.
- 2) Maison Verum shall not be liable for prices, dates, availability, quality or success of the services of third parties, unless such services were exceptionally agreed as Maison Verum’s own services.

- 3) Maison Verum shall act in a legally binding manner in the name of the customer vis-à-vis third parties only if the customer has granted an explicit power of attorney in text form and if budget and service limits have been clearly defined.
- 4) Acceptances, partial acceptances, notices of defects and approvals of variations with legal effect shall be carried out by Maison Verum only if expressly agreed and if a power of attorney in text form exists.

§ 8 Remuneration for Consulting, Organisational and Coordination Services

- 1) Remuneration for consulting, organisational and coordination services is set out in the offer or service agreement and may be agreed as an hourly rate, flat fee or retainer.
- 2) All prices are plus statutory value added tax (VAT) where VAT is payable. Where no VAT is payable, this shall be indicated in the offer.
- 3) Expenses shall be charged only if agreed or if necessary and reasonable for performance. Evidence will be provided upon request.
- 4) Invoices are payable within 14 days from the invoice date without deduction. In the event of default, the statutory provisions shall apply.

§ 9 Commission for Brokerage Services

- 1) Commission for brokerage services is governed exclusively by the commission agreement, which regulates in particular the amount, accrual, due date and allocation of costs.
- 2) In purchase or sale mediation for apartments or single-family houses, a commission claim exists only if a commission agreement in text form has been concluded.
- 3) Statutory special rules on commission allocation, in particular in the case of consumer buyers, remain unaffected.

§ 10 Term and Termination

- 1) To the extent consulting, organisational and coordination services are provided, these are regularly services (Dienstleistungen). The customer may generally terminate the contract in this respect at any time, to the extent legally permissible.
- 2) In the event of termination, the customer shall pay remuneration for services rendered up to termination as well as agreed or incurred expenses. Where a flat fee has been agreed, it shall be invoiced pro rata according to the stage of performance, unless a different arrangement has been transparently agreed.
- 3) The brokerage mandate ends in accordance with the commission agreement and statutory provisions.

§ 11 Liability

- 1) Maison Verum is liable without limitation in the event of intent and gross negligence and in the event of injury to life, body or health.
- 2) In the event of a slightly negligent breach of essential contractual obligations, Maison Verum shall be liable only for the foreseeable damage typical for the contract.
- 3) Otherwise, liability for slight negligence is excluded to the extent legally permissible.
- 4) Liability for services of third parties is excluded to the extent such services were not assumed as Maison Verum's own services.

§ 12 Confidentiality and References

- 1) Maison Verum and the customer undertake to treat all non-public information confidentially, in particular property-related, contractual, financial and personal data.
- 2) Any reference or publication of photos, names, addresses or project-specific details shall take place only with the prior consent of the customer. An anonymised reference may be agreed separately.

§ 13 Copyright and Rights of Use

- 1) All concepts, texts, checklists, project plans, presentations and other documents created by Maison Verum are protected by copyright.
- 2) Upon full payment, the customer receives a non-exclusive right to use the materials for the specific commissioned project.

§ 14 Data Protection

The privacy policy of Maison Verum applies in its current version available at <https://www.maisonverum.com/datenschutz>.

§ 15 Section 15 Consumer Dispute Resolution

Maison Verum is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

§ 16 Final Provisions

- 1) German law shall apply.
- 2) For entrepreneurs, the place of jurisdiction is Frankfurt am Main. For consumers, the statutory places of jurisdiction apply.
- 3) Should any provision of these T&C be or become invalid, the validity of the remaining provisions shall remain unaffected.

ANNEX 1 – Notice of the Right of Withdrawal for Consumers (Distance Contracts/Off-Premises Contracts)

This notice applies if the customer is a consumer and the contract was concluded as a distance contract or outside of business premises.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day the contract is concluded.

Exercising the Right of Withdrawal

To exercise your right of withdrawal, you must inform us (Irina Jochen / Maison Verum, Ossietzkystrasse 4, 60598 Frankfurt am Main, Germany, email: info@maisonverum.com) of your decision to withdraw from this contract by an unequivocal statement, for example by email or letter. You may use the model withdrawal form set out in Annex 2, but it is not mandatory.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and no later than fourteen days from the day on which we receive your notice of withdrawal. For this reimbursement, we will use the same means of payment you used for the initial transaction, unless expressly agreed otherwise with you. You will not incur any fees as a result of this reimbursement.

Compensation for Services Already Provided

If you have requested that we begin performing the services during the withdrawal period, you shall pay us an appropriate amount. This amount corresponds to the proportion of services already provided up to the time you notify us of exercising your right of withdrawal, compared with the total scope of services provided for in the contract.

ANNEX 2 – Model Withdrawal Form

If you wish to withdraw from the contract, please complete this form and return it to us.

To: Irina Jochen / Maison Verum, Ossietzkystrasse 4, 60598 Frankfurt am Main, Germany,
email: info@maisonverum.com

I/we () hereby withdraw from the contract concluded by me/us () for the provision of the following service(s):

[Short description of the service(s), e.g. “Renovation project coordination” or “Brokerage mandate for letting/sale”]

Ordered on ()/received on (): [Date]

Name of consumer(s): [Name]

Address of consumer(s): [Address]

Signature of consumer(s) (only if this form is notified on paper): [Signature]

Date: [Date]

(*) Delete as appropriate