

# Instructions on the right of cancellation and sample form for cancellation

of Berliner Unterwelten e.V. (23rd December 2018)

- Beginning of the instructions on the right of cancellation –

## Right of cancellation

You have the right to cancel your order without giving any reason within 14 days.

The cancellation period is 14 days beginning with the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased, or, in the case of services, from the day of the conclusion of the contract.

In order to exercise your right of cancellation, you must inform us [Berliner Unterwelten e.V., Brunnenstraße 105, 13355 Berlin, tel.: (030) 499 105 17, fax: (030) 499 105 19, email: buero@berliner-unterwelten.de] with a clear declaration (e.g., by regular mail, fax, or email) about your decision to cancel the contract.

You may use the attached sample form of revocation; however, such use is not required. You can download and fill out the sample form of cancellation from our website <https://www.berliner-unterwelten.de/en/right-of-cancellation.html> or use any other clear declaration.

To meet the cancellation deadline, it is sufficient that you inform us that you are exercising your right of cancellation before the cancellation period has expired.

## Consequences of cancellation

If you cancel this contract, we will reimburse you for all payments received from you, including shipping costs (except any additional costs that are the result of your request to us to use a shipping method other than the cheaper shipping method we offer), immediately and not later than 14 days from the day on which we received your information about the cancellation of this contract. For such reimbursement we will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In no case will we charge any fees as a result of such reimbursement.

- In the case of purchase agreements (sale of goods) the following applies: We can refuse the reimbursement until we have received the goods returned to us or until you can prove that you have returned the goods, whichever is earlier.  
You must send back the goods or give back the goods immediately and, in any case, not later than 14 days after the day on which you informed us about your cancellation of the contract. This deadline is met if you send the goods before the period of 14 days has expired.  
You must bear the direct costs of sending the goods back to us.  
You will only have to pay compensation for any deterioration of the goods if the value of the goods has diminished due to your handling of the goods (except what was necessary to establish the nature, characteristics, and functioning of the goods).
- In the case of services, the following applies: If you requested from us that we begin the services during the cancellation period, you must pay us a reasonable amount based on the proportion of our services rendered before the moment you informed us about your exercise of the cancellation right of this contract in comparison to the total scope of the services provided for in the contract.

The right of revocation does not apply or may prematurely terminate in the case of the following contracts:

- (a) Contracts for the rendering of services in connection with leisure time activities if the contract provides for the rendering of services on a specific date or period (this exception does not apply to contracts on travel services according to § 651 a BGB/German Civil Code, if such contracts were concluded outside of an office, unless the oral negotiations, on which the conclusion of the contract is based, were made at the prior request of the customer). This means: If we offer services in connection with leisure time activities, in particular entry tickets to Events or offers for the participation in Events on specific dates or time periods, you have no right of cancellation. The purchase and the ordering of entry tickets and the acceptance of our offers for Events are therefore binding for you.
- (b) Contracts for the delivery of sealed audio or video recordings or software if unsealed by you after delivery;
- (c) Contracts for the delivery of goods made to customers' specifications or clearly customized to personal needs or that are not suitable for return or can deteriorate or expire rapidly;
- (d) Contracts for the delivery of newspapers, journals, or magazines with the exception of subscription contracts for the supply of such publications.

- End of the instructions on the right of cancellation -

## Sample form for cancellation

If you want to cancel this contract, please fill out this form and send it back to us.

To  
Berliner Unterwelten e.V.  
Brunnenstraße 105  
13355 Berlin  
Fax: (030) 499 105 19  
Email: buero[at]berliner-unterwelten.de

I/We hereby cancel the contract

- on the sale of the following goods (\*)
- on the rendering of the following services (\*)

concluded by me/us.

Ordered on (\*)

Received on (\*)

Name of the customer

Address of the customer

Signature of the customer (only if information is provided on paper)

Date

(\*) Please delete information that is not applicable.