



General Terms and Conditions of Business

§ 1. Scope of the General Terms and Conditions of Business

- (1) These General Terms and Conditions of Business shall apply to contracts on rental use of holiday apartments for accommodation purposes, as well as all other goods and services rendered to the guest by the provider. The services of the provider shall be based exclusively on these General Terms and Conditions of Business.
- (2) Subletting the rented apartment or letting it to a third party as well as use thereof for purposes other than residential purposes shall require prior written approval of the provider.
- (3) The guest's terms and conditions of business shall only be applied if agreed in advance. Deviations from these conditions shall only be applicable if the provider has expressly confirmed them in writing.

§ 2. Accommodation Agreement

- (1) The accommodation contract shall be agreed when the provider has confirmed the booking request of the guest by telephone or in writing by posted letter, e-mail and/or telefax and thus accepts the booking (acceptance of proposal).
- (2) The provider and the guest shall be contractual parties. If a third party has made reservations for the guest, he shall be liable to the provider together with the guest as joint and several debtors for all obligations arising from this contract, if the provider has been submitted a corresponding statement from the third party.
- (3) The guest shall be obligated to examine the booking confirmation to ensure that it is correct. In the event that the contents of the booking reservation differs from the booking request and the guest does not object immediately, the contents of the booking confirmation shall be considered contractually agreed.

§ 3. Services, Prices, Payment, Offsetting

- (1) The provider shall be obligated to reserve the holiday apartment for the guest and to provide the agreed services. The holiday apartment corresponds with the furnishing standard of an average rented apartment in Berlin. The provider shall only grant a warranty for expressly approved furnishing features, however, not for the subjective quality of furnishings (e.g. ventilation).
- (2) The guest shall be obligated to pay the valid and/or agreed prices stated by the provider for the rented holiday apartment and the services accepted. This shall also apply if the guest requests services and expenses of the provider for a third party.
- (3) All prices shall include the corresponding legal value added tax.
- (4) The guest shall be obligated to correctly state the number of persons who live in the holiday apartment. The holiday apartment shall be available for the maximum number of persons specified in the booking confirmation based on § 2 paragraph 1. Accommodation with a number of persons in extent thereof shall require prior written approval of the provider. The price for renting the holiday apartment shall in such case increase according the general price charged by the provider for the corresponding accommodation.
- (5) If the period between the time the contract was entered and the time the contract was fulfilled exceeds four months and if the price charged by the provider in general for such services has increased, the provider may reasonably raise the contractually agreed price, however, not more than by 10 %.
- (6) The payment of the price agreed for renting the holiday apartment as well as for further service agreed with the guest shall be due not later than on the arrival date when the key is handed over. At this time it shall be paid in cash, unless the provider has expressly agreed that the guest may use other methods of payment. EC and credit cards cannot be accepted as a means of payment on site.
- (7) The provider shall be reserved the right to request a suitable advance payment of the agreed price for the rent of the holiday apartment and also other services agreed from the guest before arrival. If an advance payment is requested with the booking confirmation pursuant to § 2 paragraph 1, this shall be due on the 8th day after transferring the booking confirmation. If the provider does not receive incoming payment on the 8th day after transfer of the booking confirmation, and if it is also not made upon expiry of a suitable extension granted by the provider and a penalty of denial of services, the provider shall be entitled to withdraw from the contractual agreement; he must notify the guest thereof in writing. § 5 para. 3 shall then be correspondingly applied on the condition that the 8th day after transfer of the booking confirmation shall be considered the date of cancellation.
- (8) The guest can only offset an incontestable or enforceable claim with a claim of the provider.

§ 4. General Rights and Obligations; House Rules

- (1) The guest shall treat the rented holiday apartment and its inventory with due care. The guest shall be obligated to observe the house rules. No loud noises disturbing sleep shall be permitted from 10:00 pm to 7:00 am. During this time special considerate behaviour shall be demanded also in the house entrances and stairways. To prevent any disturbances adjust the TV and audio equipment to room volume.
- (2) For the renting period of the holiday apartment the guest shall be obligated to keep the windows (only tilted) and doors of the holiday apartment closed, set all heaters to low level as well as to switch off light and technical equipment when leaving the holiday apartment.
- (3) Keeping pets of any kind in the holiday apartment shall be permitted only after prior written approval of the provider. The provider may charge a suitable additional price for keeping animals. If pets are accommodated without the prior approval of the provider, he may charge a lump sum for cleaning in the amount of up to 200.00 € (net).
- (4) Smoking in general is not permitted in the holiday apartment. In the event of violations the provider may charge a



lump sum for cleaning in the amount of up to 200.00 € (net). Smoking is permitted on the balconies and terraces only.

(5) If internet access is provided in the holiday apartment, use of the internet shall be permitted, if this does not violate legal provisions. Culpable actions (in particular illegal downloads, homepages) shall be notified to the police and subject to legal proceedings. For illegal use of the internet the guest alone shall be liable.

(6) Adding and/or attaching materials for decoration or other purposes shall not be permitted in the holiday apartment. The guest alone shall be liable for any added and/or attached decoration or other fixtures and shall release the provider from third-party claims. He shall also be obligated to damage compensation due to adding or attaching decoration or other fixtures.

(7) The provider shall have the right to access the holiday apartment at any time, especially in case of imminent danger. The protected concerns of the guest shall be duly taken into consideration when exercising the right to access. The provider shall inform the guest prior to exercising the right to access, unless this is not reasonable or impossible due to the circumstances of the individual case.

§ 5. Withdrawal from the Contract (Cancellation)

(1) Withdrawal on the part of the guest from the contract agreed with the provider shall require the written approval of the provider. If this is not given, the price agreed in the contract shall also be paid even if the customer does not avail of the contractual services. This does not apply in the event of the provider's default in services or the inability to provide the services due to reasons for which he is responsible.

(2) The guest can, without causing claims to compensation of damage on the part of the provider, withdraw from the contract if the possibility of withdrawal up to a certain date was agreed in writing between him and the provider. This right of withdrawal of the guest shall expire if he does not exercise his right of withdrawal in writing to the provider, unless the provider is in default concerning the services or he is responsible for being unable to provide the services.

(3) Without effecting payment or damage compensation claims of the provider, the guest shall be entitled to cancellation up to 30 days prior to arrival, and shall also be entitled to the following measures: cancellation not later than stated below up to the price for the overnight stay

30 days prior to arrival 0 %

25 to 29 days prior to arrival 20 %

15 to 24 days prior to arrival 40 %

10 to 14 days prior to arrival 60 %

5 to 9 days prior to arrival 80 %

< 5 days prior to arrival 100 %

Cancellations must be made in writing to the provider, unless the provider agrees to an oral cancellation. The date of cancellation shall be the date on which the provider receives the cancellation.

(4) If a guest does not avail of the accepted holiday apartment, the provider may offset the income of another rental of the holiday apartment as well as the saved expenses.

(5) If the guest does not arrive on the date of arrival before 10:00 pm or not later than 60 minutes after a later time agreed pursuant to § 7 para. 1, without cancellation, the contract shall be considered cancelled. Par. 3 shall be applied accordingly. In addition the provider may demand an administration fee in the amount of 100.00 € (net) from the guest.

(6) If a withdrawal right of the guest within a certain period pursuant to para. 2 was agreed in writing, the provider shall in turn also within this term be entitled to withdraw from the contract if inquiries from other guests concerning the booked holiday apartment have been made and upon the providers inquiry the guest does not waive his right to withdrawal.

(7) Moreover, the provider shall, for a justifiable reason, be entitled to withdraw from the contract and/or to terminate same for extraordinary reasons, e.g.

a) force majeure or other circumstances for which the provider is not responsible and make the fulfilment of the contract impossible,

b) the holiday apartment was booked based on false indications or incorrect statements concerning significant information, e.g. regarding the person of the guest or regarding the purpose or the number of accommodations, or accommodation of animals,

c) the holiday apartment was used for purposes other than residence purposes,

d) the provider has reasonable cause to assume that the acceptance of the service imperils the security or the peace of other guests or neighbours or the reputation of the provider towards the public, without being attributed to the management or organizational area of the provider.

(8) The provider shall inform the guest of the right to cancellation or termination immediately. In the event of paragraph 7

a) the provider shall immediately refund rent payments and/or advance payments already made. If withdrawal or termination by the provider was justifiable, the guest shall have no claim to compensation. The guest shall pay the provider for all damage for which he is responsible due to the withdrawal and/or extraordinary termination pursuant to para. 7.

§ 6. Liability; Statute of Limitations

(1) The provider shall be liable for his obligations arising from the contract. The liability shall be limited to intention and gross negligence of the provider, if and as far as he is not unconditionally and unrestrictedly liable based on the legal provisions. Should any disturbances or defects in the provider's services arise, the provider shall be informed thereof or at the immediate complaint from the guest attempt to eliminate the disturbance or the defect. The guest shall be obligated to reasonably contribute to elimination of the disturbance or the defect and to keep the damage as small as possible.

(2) The provider shall not be liable for the guests belongings; they shall not be considered belongings analogous to



German civil law, §§ 701 f. BGB. Liability of the provider based on these provisions shall thus be expressly excluded. This shall also expressly apply to valuables which the guest keeps in the holiday apartment and/or leaves behind. (3) The guest shall be liable for all damages which he, his fellow travellers or his visitors in the house or holiday apartment and/or to the inventory of the holiday apartment culpably has/have caused. Private limited liability insurance shall be recommended to the guest. The guest shall be obligated to notify all damages immediately. This especially applies to such damage which could also affect other apartments in the house (e.g. water damages, fire damages). (4) Claims by the guests shall be limited to a period of six months, unless the provider is liable due to intentional actions. Claims by the provider shall be limited to the same legal period.

§ 7. Arrival and Departure, Handing Over Key; Belated Leaving

(1) The holiday apartment shall regularly be available as of 3:00 pm on the day of arrival. Arrival must not exceed 10:00 pm, unless a later time of arrival was expressly agreed with the provider prior hereto. Arrival before 3:00 pm shall also be allowed only if this was expressly agreed with the provider prior hereto.

(2) If arrival was agreed between 10:00 pm and 8:00 am and takes place during this time, an additional price amounting to 15.00 Euro shall be charged.

(3) The guest shall be obligated to present his valid personal identification card or passport to the provider upon arrival.

(4) The provider may charge a deposit amounting to 150.00 € upon arrival. The provider shall refund this deposit when the guest leaves the holiday apartment on time and has submitted all keys on the day of departure, unless other arrangements have been agreed with the guest and if the holiday apartment does not have any damages which were the responsibility of the guest. In the event of any extensive damage to the holiday apartment and/or the inventory, the guest shall on site pay the amount of money corresponding to damage compensation in cash (German civil law, § 249 Abs. 2 BGB).

(5) On the departure day the guest shall leave the holiday apartment not later than at 11:00 am. If the holiday apartment was left at a later time, the provider shall be entitled to claim an additional payment from the guest. This amounts to 50,00 € (net) for leaving after 11:00 am, but before 1:00 pm;

b) 100 % of the agreed overnight price/night for leaving after 1:00 pm.

Moreover, the provider shall be entitled to claim compensation for all further damages incurred due to belated leaving.

(6) Pursuant to para. 4, leaving shall only be defined as the time when all keys were returned to the provider or his agent. For this purpose the guest, if this has been expressly agreed with the provider in advance, may leave all keys on the table of the holiday apartment and pull the apartment door closed behind him. The guest shall be obligated to check that the apartment door has closed properly.

(7) In the event of loss of one or several keys, the guest shall compensate the provider for providing new ones and, if necessary for installing new locks.

§ 8. Data Protection

The personal data specified by the guest, including the personal identification card number or passport number shall be electronically stored by the provider. The data shall not be transferred to third parties unless this is required for order processing.

§ 9. Final Provisions

(1) Amendments or supplements to the contract, the inquiry acceptance of these General Terms and Conditions of Business shall be made in writing. Unilateral amendments or supplements by the guest shall not be valid.

(2) Place of performance and payment shall be Berlin, Germany.

(3) Only the law of the Federal Republic of Germany shall be applied to the contractual agreement.

(4) The only place of jurisdiction – also for disputes concerning checks and bills of exchange – in commercial transactions shall be Berlin, Germany. If one of the contractual parties does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction shall also be Berlin, Germany.

(5) If one of the proceeding provisions should be or become invalid or void, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a provision which is as close as possible to the purpose of the provision to be replaced. Moreover, the legal regulations shall apply.

Rosa-Berlin

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