



General Rental Conditions

The rented premises specified in the Landlord's booking confirmation have been reserved for the Tenant on the basis of his/her enquiry. On the basis of the booking confirmation the following rental agreement will be concluded:

Section 1 Conclusion of the contract

The rental agreement on the premises specified in the booking confirmation will be deemed to have been concluded with binding effect when the Tenant receives the booking confirmation. To confirm the receipt thereof, the Tenant must send the Landlord the signed confirmation by fax or e-mail.

Section 2 Rented premises

(1) The Tenant will be provided with the rented premises specified in the booking confirmation for temporary use for residential space. Any other type of use shall require the Landlord's permission.

(2) The rented premises will be available to the Tenant from 2.00pm on the date of arrival. If the Tenant is to arrive after 10 p.m., the Landlord must be notified to that effect.

(3) The Tenant is requested to check the inventory list in the rented property immediately after he/she arrives to ensure it is complete, and to report any errors to the Landlord not later than the day after his/her arrival.

Section 3 Rescission by the tenant

(1) The Tenant can rescind the rental agreement before the beginning of the rental period by way of a written declaration with respect to the Landlord. The moment when the declaration of rescission is received by the Landlord shall be decisive. If the Tenant rescinds the rental agreement, he/she shall have to pay flat compensation for any expenses already incurred by the Landlord and the lost profits, in the following amount:

(a) rescission up to 7 days before the beginning of the rent period – free-of-charge;

(b) later rescission or if the Tenant fails to appear – 80%;

(c) reimbursement cannot be provided for early departures or late arrivals.

(2) The Tenant shall have the right to prove that the Landlord incurred lower losses.

(3) If the Tenant rescinds the contract, he/she will be able to nominate a substitute tenant who is willing to replace him/her in the existing contractual relationship. The Landlord can object to the accession of the third party if he/she seems financially or personally unreliable. If a third party accedes to the rental agreement, he/she and the previous tenant will be liable to the Landlord as joint debtors for the rent and the additional costs incurred due to the accession of the third party.

Section 4 Rent

(1) The rent to be paid by the Tenant is specified in the booking confirmation.

(2) All the operating costs are included in the agreed rent. Any agreed additional payments will be separately invoiced.

Section 5 Payment of the rent and additional costs

(1) For stays of up to four weeks, payment will be due immediately in advance.

For stays of more than four weeks, the Tenant shall receive a monthly invoice from the Landlord. In such cases the rent will be due for immediate payment upon the receipt of the invoice.

Cash, wire transfer or payment by credit card will be accepted as payment methods. However, these may be refused by the Landlord in an individual case without giving reasons.

(2) The moment when the funds are received shall be decisive with regard to whether payment was made on time, not the date when they were sent.

(3) In the event of a delay in making payment by the Tenant, the Landlord shall have the right to claim flat reminder costs for each written reminder in the amount of €3.00 and interest for delay in the amount of 5% over the respective base interest rate of Deutsche Bundesbank.

Section 6 Rent deposit

With regard to stays of more than 12 weeks, the Landlord will be able to demand at any time the payment of a rent deposit in the amount of one month's rent.

Section 7 Term of the rental

(1) The duration of the rental agreement is specified in the booking confirmation.

(2) An implicit extension of the contract in accordance with Article 545 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) in the event that the rental use is continued by the Tenant after the end of the rental agreement is excluded.

Section 8 Condition of the rented premises

(1) The Landlord grants the use of the rented property in the condition in which it is in upon the handover thereof.

(2) The strict liability of the Landlord for initial material defects is excluded. Otherwise, the Tenant can only demand compensation from the Landlord for defects in the rented property in the event of wilful misconduct or gross negligence on the part of the Landlord. The right of the Tenant to a reduction of the rent or to terminate the contract without notice is not affected. The Landlord shall not be liable if an event of *force majeure* occurs.

Section 9 Termination by the landlord

The Landlord will be able to terminate the contractual relationship without notice before or after the beginning of the rental period if, despite a prior reminder, the Tenant fails to make the agreed payments (advance payment, payment of the balance, deposit etc.) on time or otherwise acts in breach of contract to such an extent that the Landlord cannot be reasonably expected to continue the contractual relationship. In such a situation, the Landlord will be able to demand compensation from the Tenant for the expenses incurred by it up to the termination and the lost profits.

Section 10 Tenant's obligations

(1) The Tenant is obliged to treat the rented premises and the shared facilities carefully and considerately. Any damage to the building or in the rented spaces must be immediately reported to the Landlord or its representative.

The Tenant shall be liable for any further damage resulting from late notifications.

(2) Waste, ashes/cinders, harmful liquids and similar must not be thrown or poured into sinks or toilets. If blockages occur in the wastewater pipes as a result of these provisions not being complied with, the person who caused the damage shall bear the costs of the repair work.

(3) The Tenant shall be liable to the Landlord for any damage which results from a culpable breach of his/her duty of care.

(4) Likewise, the Tenant shall be liable for any damage caused by his/her relatives, workers, employees, subtenants, visitors, suppliers or craftsmen or by persons who stay in the rented premises with his/her consent or visit him/her.

(5) The Tenant must prove that he/she is not culpable if it has been established that the cause of the damage lies within the spatial/physical area delineated by the use of the rented property.

This does not apply to damage to rooms, facilities or systems which are jointly used by several tenants.

(6) The Tenant must immediately eliminate any damage for which he/she must accept responsibility. If he/she fails to fulfil this obligation within reasonable time limits, even after a written reminder, the Landlord will be able to have the necessary work carried out at the Tenant's expense. In the event of a threat of imminent damage or if the Tenant's whereabouts are unknown, a written reminder setting a time limit shall not be required.

Section 11 Use of the rented premises / provision to third parties

(1) All our buildings are non-smoking buildings.

If the non-smoking requirement is violated, the responsible person/Tenant will be invoiced for the costs of special cleaning.

(2) Tenants are asked to treat each other with respect and consideration. In particular, noise disturbance, specifically door slamming and such actions which are a nuisance for the other residents due to the noise they generate and disrupt the peace and quiet of the

building, must be avoided. From 10.00pm to 8.00am and from 1.00pm to 3.00pm, radio, television and phonographic devices may only be used at low volume.

(3) Without prior permission of the Landlord, the Tenant does not have the right to sublet the rented premises or a part thereof or provide them to a third party. If the Landlord refuses such permission, the Tenant will be able to terminate the lease relationship in compliance with the statutory notice period, unless a valid reason exists with regard to the person of the third party.

(4) The Landlord will be able to make its consent to subletting or provision for use to a third party conditional on the payment of a reasonable additional fee.

(5) If the Tenant provides the rented premises for the use of a third party, it shall be held responsible for any culpability of the third party in the course of using them, even if the Landlord granted its permission for such provision for use.

(6) In the event of unauthorised subletting, the Landlord will be able to demand that the Tenant terminate the subtenancy relationship as soon as possible, and not later than within one month. If he/she fails to do so, the Landlord will be able to terminate the main rental agreement without notice.

Section 12 Keeping animals

(1) As a rule, keeping animals is not permitted.

Section 13 Electricity, gas and water

(1) The existing supply networks for electricity, gas and water can only be used by the Tenant to the extent that no overloading occurs. The Tenant can cover any additional needs by extending the supply at his/her own expense, with the prior consent of the Landlord.

(2) In the event of disruptions or damage to a supply line, the Tenant must ensure it is immediately switched off and immediately notify the lessor or the landlord or its representative.

(3) A change in the supply of energy, particularly a change in the voltage, shall not entitle the Tenant to assert claims for compensation against the Landlord.

(4) If the supply of electricity, gas or water or wastewater disposal are interrupted for a reason for which the Landlord is not responsible, the Tenant shall not have any entitlements to compensation from the Landlord.

Section 14 Structural changes carried out by the landlord

(1) The Tenant must tolerate any measures carried out by the Landlord which are necessary to maintain the subject of the rental, as well as measures aimed at improving the rented spaces or other parts of the building, saving heat energy or water or creating new living space in accordance with Articles 554 par. 1 and 554 par. 2 to 5 BGB (German Civil Code). The Tenant must make the rooms concerned available after agreeing a time/date and must not culpably obstruct or delay the performance of the work. Otherwise, he/she shall be liable for the losses incurred as a result.

(2) Insofar as the Tenant must tolerate the work, he/she will not be able to either reduce the rent, exercise a

right of retention or demand compensation. However, the Tenant will have a right to a rent reduction if the Landlord's measures entirely exclude or significantly impair the use of the rented premises or lead to particular inconveniences for the Tenant.

Section 15 Termination of the rental agreement

(1) On termination of the rental agreement, the rented premises must be completely vacated and returned not later than by 10.00am on the date of departure in a clean condition.

(2) The Tenant must return all keys. He/she shall be liable for all losses that the Landlord or a new tenant incurs as a result of a breach of these obligations.

Section 16 Multiple persons as a contract partner

(1) If a renting party consists of multiple persons, they will be liable for all the obligations stemming from the lease relationship as joint debtors.

(2) Declarations which are effective for the tenants must be made by and with respect to all of them. However, the tenants authorise each other until further notice, subject to a written revocation, to receive or make such declarations. This authorisation also applies to the receipt of termination notices, but not for the issuance of notices of termination or the conclusion of termination agreements. A revocation of the authorisation will only be effective upon the receipt thereof by the Landlord.

Section 17 Amendments and additions to the rental agreement / severability clause / place of jurisdiction

(1) There are no verbal additional agreements to this contract. Subsequent amendments or additions to this rental agreement must be in writing.

(2) If one or more of the above provisions are ineffective, the effectiveness of the rest of the contract will not be affected. In the event that a clause is ineffective, the parties to the rental agreement will be obliged to make an arrangement which in financial and legal terms comes as close as possible to the original arrangement. The parties to the rental agreement will be obliged to cooperate in this respect.

(3) All employees of BOOK-IT are individually authorised to represent the Landlord in the conclusion or termination of the rental agreement. This authorisation also covers the receipt of the rent payments to be paid by the Tenant if they are paid in cash.

(4) German law applies exclusively with regard to the use of the guest house. The place of jurisdiction is the location of the rented property.

Section 18 Rules on the use of the Internet

(1) The owner of the guest house will provide access to the Internet. Copying or downloading of music or films

is strictly prohibited. Violations of the general terms and conditions of the guest house will result in the immediate termination of the use of the Internet, in which case any fees paid will not be refunded.

(2) Each user undertakes to observe accepted practice on the Internet (netiquette) and refrain from jeopardising the security/functionality of other systems in the Internet or attempting to break into the network of the guest house or other external networks. All users undertake to observe all applicable local, national and international (if any) laws and guidelines. They are solely responsible for all acts and omissions occurring during their use of the Internet.

(3) The guest house is a freely accessible facility. This also applies to children and young people who are subject to legal protection for children and young people. The users are therefore asked to refrain, when they are using the Internet, from viewing sites and services with pornographic content, content which glorifies violence, extreme right-wing content or indecent content or content which is listed by *Freiwillige Selbstkontrolle (FSK)*, i. e. voluntary self control. As a precaution, you are advised that accessing sites and services of the type referred to above qualifies as a criminal or regulatory offence.

Children and young people are only permitted to play games which are approved for their age group.

(4) The use of the hardware and software provided in the guest house is at the user's own risk. It is not permitted to connect hardware which is the property of the user. The operator of the guest house will only be liable in the event of wilful misconduct or gross negligence. Liability, including for all cases of negligence, will only arise in the event of breaches of contractual obligations which are essential for the achievement of the objective of the contract (key obligations) and such liability will be limited to the damage foreseeable for the operator of the guest house in the maximum amount per event of damage of €200.00. No more far-reaching liability exists, particularly for consequential or indirect damage. The guest house provides no guarantee for the technical stability or availability of the Internet network or the accessibility of individual Internet servers. The guest house accepts no liability for direct or indirect damage resulting from technical problems, server failure, losses of data, transfer errors, data security measures or other circumstances. The operator of the guest house shall not be liable for damage incurred by the users or third parties due to inappropriate or malicious action (e.g. hackers, viruses), since the data is transmitted in the Internet without protection. The user undertakes to indemnify the service of the guest house against all third-party claims for compensation related to his/her use.

As at April 2017