



# apartmenthaus international

## **GENERAL TERMS AND CONDITIONS** **apartmenthaus international**

### **I. Scope**

The following General Terms and Conditions (hereinafter: "GTCs") apply to the conclusion of accommodation contracts regarding the rental of fully furnished apartments, beds, bed quotas or rooms and related deliveries and services with apartmenthaus international in Munich. By making a reservation, the customer accepts the GTCs of apartmenthaus international as made known to the customer. Any individual agreements deviating from these GTCs will become an integral part of the contract only if they are expressly confirmed in writing by apartmenthaus international for the customer. Any terms and conditions of the customer will apply only if such is expressly agreed in writing beforehand. The same will also apply if apartmenthaus international does not expressly object to the inclusion of the customer's terms and conditions.

### **II. Conclusion of Contracts / Parties to the Contract**

The parties to the contract will solely be the organization "Internationale Bund (IB) - Freier Träger der Jugend-, Sozial- und Bildungsarbeit e.V.", as a sponsor of the unincorporated organization "apartmenthaus international" (apartmenthaus international and the sponsoring organization hereinafter collectively: "AHI") and the customer. If a third party has booked for the customer, such third party will be liable jointly and severally towards AHI for all the obligations under the contract.

A contract will be concluded by means of an enquiry of the customer, whether written, oral, via telephone, electronic (e.g. via fax, email, etc.) or in person (collectively: "reservation" or "application") and the reservation confirmation of AHI ("acceptance"). No specific form of reservation or acceptance on the part of AHI will be required. AHI alone will decide whether to accept the request for the conclusion of a contract. AHI will be at liberty to accept the request in writing, electronically (e.g. by fax, email, etc.) or conclusively by mean of service delivery. The contract will first become valid upon the acceptance of AHI. Any subsequent, unilateral modifications or amendments made by the customer will not be valid.

### **III. Services**

AHI will be obliged to keep the agreed deliverables ready (rooms, beds, spaces, etc.) and to provide the agreed services. Other services (conference rooms, underground car park, technical equipment, cleaning, etc.) can be booked by means of separate written agreements. There will be no claim to the provision of specific rooms, room categories, facilities or meals. If any individual services are not available, AHI is obliged to endeavour to provide an equivalent replacement in the building or in other, similar buildings.

Booked rooms will be available on the date of arrival starting at 3 pm. There will be no claim to provision prior to said time. The rooms must be vacated no later than 10 am on the date of departure. If rooms are returned at a later time, AHI will be entitled to charge 50% of the agreed room price up to 3 pm, and 100% after 3 pm. The customer will be at liberty to prove to AHI that AHI has incurred no, or significantly less, damage. AHI will likewise be entitled to prove a higher amount of damage.

#### **IV. Prices / Payment**

The customer will be obliged to pay the prices agreed in each case for the use of the room(s) and the other services which the customer has utilised. If no specific price agreement can be established with regard to individual services, the prices applicable at AHI at the respective time of service delivery will apply (legal fiction of the level of remuneration).

The calculation of services of AHI will be carried out using the prices valid at the time of booking. The prices are published in the current price list of AHI or on the Internet at [www.apartmenthaus-international.de/de/Preise](http://www.apartmenthaus-international.de/de/Preise) or can be found in the content of the booking confirmation or the booking contract. The agreed prices will include the applicable statutory VAT, to the extent applicable. Any increases occurring after the conclusion of the contract will be borne by the customer.

The customer will be obliged to pay the invoice amounts for the services agreed with the customer. The same will also apply to those billed amounts due to specially reached, written agreements and to the services and expenses of AHI owed to third parties and initiated by the customer.

If the conclusion of the contract and the date of arrival are more than three (3) months apart and the prices valid at AHI have increased, or if there has been a price increase for bookings further back than three (3) months, AHI will be entitled to reasonably raise the contract prices but by no more than 10% of the agreed prices. Any subsequent changes to the agreed services, such as subsequent changes of the number of booked rooms or beds, the length of stay or the additional services reserved, can result in a corresponding price adjustment according to the prices applicable at AHI. Any subsequent changes to the agreed services will always require the explicit consent of AHI.

The respective amount charged (up to 30 nights stay) must be received on the account of AHI no later than fourteen (14) working days prior to arrival. If the booking is for longer than these 30 nights, the rent for the following months - provided the customer has presented a credit card, sufficiently proving that costs will be covered - must be received on the account of AHI each month in advance by means of money transfer to AHI or by authorized AHI debiting of a credit card, no later than the first three working days of the month.

Payments on account are possible only with the express consent of AHI and provided that the customer has submitted sufficient proof including credit card details that costs are covered. Invoices issued by AHI without a due date must be paid within ten (10) days of receipt of the invoice, without deductions. Any possible bank fees will be borne by the customer.

AHI will be entitled to make accrued payment claims due for payment at any time and to demand immediate payment. AHI will be further entitled to demand a reasonable advance payment ("deposit") on the invoice amount as a security deposit when the contract is concluded or thereafter. The amount of the advance payments and the payment can be expressly agreed in the contract. If contractual advance payments are not paid by the agreed date, AHI will be entitled to rescind the contract.

Vouchers from travel operators will be accepted only if an appropriate advance payment has been effected on the part of the issuing company. In general, there will be no refunds of such vouchers in cash. Group bookings will be possible only at a lump-sum price that is without commission and that is not subject to any additional discount.

#### **V. Arrival**

The customer must inform AHI of the approximate time of arrival. If no AHI staff are present at such time, the respective keys will be handed over by means of a key machine. The respective code will be communicated to the guest by AHI prior to arrival. Please note that AHI does not keep the reception desk staffed 24 hours a day; i.e. there will not constantly be a contact person on site.

AHI will keep the reserved apartments or rooms open for its guests. The customer will be obliged to notify AHI immediately of any delays (e.g. due to a traffic jam, breakdown, delayed flight, etc.). Only in cases for which the customer is not responsible and if delays are communicated in a timely manner

can AHI consent to the customer's failure to arrive ("no show") without charging costs. We refer to the following Section VIII.

AHI reserves the right to rebook the customer, at short notice prior to arrival, in a different hotel / apartment building or at comparable accommodations within the city of Munich, taking into account the booked apartment standard, and to inform the customer of the situation in advance. In this case the customer will be entitled to rescind the contract free of charge.

## **VI. Stay / Use**

AHI will grant the customer the provided apartments exclusively for accommodation purposes and solely for temporary use. Subleasing or other provision for use granted to third parties not designated in the contract is not permitted without the prior written consent of AHI. The fixtures of the apartment or of the facilities provided must not be changed or removed. The customer is prohibited from attaching decorative objects to the walls or bringing personal furnishings or furniture.

The customer undertakes to use with care the provided apartments, beds, furniture and other facilities and common areas provided and not to cause damage or gross contamination / accumulation of waste. The customer will be liable towards AHI for any damage, destruction, contamination or loss of furnishings. Any noticeable defects or other damage in or to the facilities provided or the furnishings must be notified to AHI by the customer without delay. Any violations of the above obligations to exercise care and to notify AHI will entitle AHI to charge the customer appropriately for damages and/or reimbursement of expenses.

AHI is a fully smoke-free facility. Any violations of this policy will constitute property damage within the above meaning.

The customer is prohibited from bringing dangerous or illegal items or goods (such as drugs, explosives, weapons, etc.) into the rooms.

## **VII. Special Registration Obligation in Commercially Rented Accommodations**

According to the statutory regulation in § 29, para. 1 of the German Federal Registration Act (BMG), each natural person granted a place to stay in commercially rented accommodations for longer than six months is obliged to report his stay with the competent registry office within two weeks after moving in. For persons who do not have a reported residence within the country, the reporting obligation will apply as soon as their stay exceeds a period of three (3) months.

As soon as the person moves out and does not move into a new residence within the country, such person must give the competent registry office notice of departure within two (2) weeks after moving out. The notice of departure can be given one (1) week prior to the person's moving out at the earliest and will be effective as per the date of moving out.

AHI expressly notifies guests of their special reporting obligation in commercially rented accommodations. If a person does not report their stay, does not do so correctly or does not do so in a timely manner - likewise if a notification of departure is not issued at all or is not issued in a timely manner - such can be punished by a fine of up to one thousand euros.

AHI is obliged for its part to participate in the official reporting and issuing notice of departure and will confirm for the person reporting the moving in or moving out within the aforementioned time limits by means of a "lessor confirmation", either in writing or electronically. AHI will keep the appropriate forms ready and issue to the guest confirmation for his moving in or moving out in accordance with the above regulations.

Reports and notifications of departure must be addressed to the Munich Resident Registration Office (Einwohneramt) currently responsible for the AHI Triebstrasse location, at Leonrodstrasse 21, 80634 Munich (telephone: 089 13014180). Customers must address their report and notification of departure to this authority, independently and with correct information.

## **VIII. Rescission on the Part of the Customer ("Cancellation") / Non-Utilisation of Services**

AHI grants the customer the right to rescind the contract by notifying AHI in writing. The rescission of the contract must be confirmed in writing by AHI ("rescission confirmed in writing"). In the event that the contract is rescinded as confirmed in writing, the following tiered **cancellation fees will be incurred** depending on the duration of the reservation and the date of the rescission:

### **(a) Booking of a period of 4 to 14 nights**

If the contract is cancelled up to 7 days prior to arrival: free of charge,

If the contract is cancelled 6 days to 1 day prior to arrival: 50% of the total accommodation price,

If the contract is cancelled on the day of arrival: 80% of the total accommodation price.

### **(b) Booking of a period of 15 to 29 nights**

If the contract is cancelled up to 10 days prior to arrival: free of charge,

If the contract is cancelled 9 days to 4 days prior to arrival: 50% of the total accommodation price,

If the contract is cancelled 3 days up to the day of arrival: 80% of the total accommodation price.

### **(c) Bookings of more than 30 nights**

If the contract is cancelled up to 14 days prior to arrival: free of charge,

If the contract is cancelled 13 days to 9 days prior to arrival: 50% of the total accommodation price,

If the contract is cancelled 8 days up to the day of arrival: 80% of the total accommodation price.

In the event that the customer does not arrive ("unconfirmed rescission" or "no show"), AHI reserves the right to demand the full price for the agreed services ("total accommodation price").

Furthermore, the customer will be entitled to terminate the contract at any time during the current reservation. The period of notice will in this case be the 14 days prior to the premature final date of the booking. If the apartment / the booked rooms is/are given up without authorisation during the term of the contract, AHI will be entitled to invoice the customer the price for the contractually agreed services, due immediately, and charge the customer the total accommodation price thus calculated. The claim to the contractually agreed prices will exist also if the customer does not utilise contractual services or does so only in part.

The above regulations will not apply in the event of an impossibility of performance for which AHI is responsible. The customer will furthermore be at liberty to prove that the aforementioned claims have not accrued at all or have not accrued in the amount demanded. Any agreements under individual contracts will always have precedence over these Terms and Conditions.

## **IX. Rescission on the Part of AHI**

If the customer does not pay an agreed advance payment any later than the date of arrival, or does not pay an agreed instalment payment or recurring payment within a seven-day remedy period set by AHI, AHI will be entitled to rescind the contract and/or demand damages for non-performance. Any other rights of AHI will remain unaffected.

Furthermore, AHI will be entitled to rescind the contract for cause. Cause will be deemed given in particular if:

- Force majeure or other circumstances for which AHI is not responsible render the fulfilment of the contract impossible. The same will also apply in the event of a legal impossibility (e.g. also in the event that official instructions preclude the release of the apartment);
- The booking is made based on misleading or incorrect information regarding material facts (e.g. the person of the customer);
- AHI has reasonable grounds to believe that the use of its services may jeopardize the smooth-running business operations, the security or the reputation of AHI as well as of Internationaler Bund e.V. and its staff in public, without such being attributable to the domain and organisational field of AHI;
- If the grounds for refusal relate to the person of the customer or of the company booking for an end user, in particular if the reservation is made by customers or organisations which represent inhuman, cult-like or politically extreme tendencies;
- The customer provides or subleases the apartment, or the facilities provided, to a third party, and does so without authorisation;
- The customer, in a manner contrary to the contract, uses the apartment or the facilities provided for commercial purposes, for example, or for other purposes not directly related to mere overnight accommodation;
- The customer does not settle outstanding accounts from previous bookings after receiving appropriate reminders and after the lapse of the deadlines set forth hereunder;
- The customer continually disturbs the peace and quiet of the building.

AHI undertakes to inform the customer in writing without delay if it intends to exercise the right to rescind the contract.

If the rescission is justified, the customer will have no claim for damages. Any claims for damages of AHI, along with the existing or exercised right to rescind the contract, will remain unaffected.

In the case of severe disturbances that are detrimental to the safety or the reputation of the establishment, if there is reasonable cause to suspect that criminal offences are being committed, in cases of harassment, repeat disturbances or threats to other guests or residents, AHI and the third parties contracted on behalf of AHI will, in exercising its domiciliary right, be entitled to have the customer leave the premises. We hereby refer to the AHI House Rules displayed separately in the building.

## **X. Liability**

AHI is liable for its obligations towards the customer only in cases of intent and gross negligence. This limitation of liability does not extend to the liability for the injury to life, body or health or the intentional or negligent breach of essential contractual obligations. Essential contractual obligations are duties which are necessary in order to achieve the purpose of the contract.

The above restrictions will also apply accordingly to all other exclusions and limitations of liability set forth in these GTCs, whether stated above or as follows.

The customer shall be liable towards AHI for any damage, negative impairments, destruction, contamination or loss of furnishings, even if such are caused by its end users.

Any noticeable defects or other damage in, or in the substance of, the apartment or the facilities provided or their furnishings must be notified to AHI by the customer without delay. If the customer fails to notify AHI, and if AHI is therefore unable to provide remedy, the customer will not be entitled to a re-

duction of the contractually agreed prices nor to receive damages. The customer will be liable for any additional damage caused by delayed notification. The right to assert further damage claims will remain unaffected.

Furthermore, AHI is not liable for third-party services where AHI merely had an intermediary role in the contracting and providing of such services. In cases of third-party services, the customer will be referred to claims which may exist against the third party.

Items of property brought in by the customer will be subject to the statutory provisions, including but not limited to the statutory limits of liability of §§ 701 ff. German Civil Code (BGB). Liability claims will expire if the customer does not notify AHI immediately after obtaining knowledge of the loss, destruction or damage (§ 703 BGB).

Any postal packages, shipments or messages for the customer must be handled with care and personally handed over to the recipient or, at the customer's request, forwarded at the expense of the customer. AHI is not liable for the loss, damage or delay of such items. If AHI is entitled to any damage claims against third parties (e.g. against the respective shipping company or the damaging party), AHI will assign such damage claims to the customer in cases of damage or delay.

If the customer is provided with parking places in an underground car park or a car park of AHI (whether for a fee or free of charge), such will not result in the conclusion of a safekeeping contract. AHI is under no obligation to monitor such parking areas. If vehicles parked or manoeuvred on the property of AHI are lost or damaged, AHI will not be liable for such loss or damage or for the contents of such vehicles.

## **XI. Obligations to Cooperate**

The customer is obliged to cooperate reasonably in order to settle a disruption of the contractual relationship and to minimise potential damage. Any promotional activities, pictures, publications or newspaper advertisements that show a reference to AHI or Internationaler Bund e.V. will, as a matter of principle, require the prior written consent of said organisations. The customer undertakes to inform AHI without delay and without being requested to do so if, as a consequence of his stay or planned events, public interest will be aroused. If this obligation on the part of the customer is breached, or if key interests of AHI are affected to AHI's disadvantage, AHI will be entitled to call off events, also at short notice if necessary, and to demand reimbursement of its expenses. Any further claims, irrespective of their cause, will remain unaffected.

## **XII. Return of the Facilities Provided**

Upon the final date of the booking, the apartment must be returned on the date of departure in a clean, fully cleared condition and in the same state as upon arrival, no later than 10 am. We hereby refer to Section III. paragraph 2 above.

For stays of more than three (3) months, a final cleaning will be carried out; the customer will be charged a final cleaning fee of € 100,-- plus the applicable statutory VAT.

In cases where apartments/facilities are left exceptionally dirty, AHI reserves the right - irrespective of the agreed stay - also to invoice the customer for the additional cleaning costs incurred for the special cleaning. The same will also apply in cases of excessive dirtying recognised during the customer's stay. The right to assert any other damage claims due to excessive dirtying will remain reserved.

## **XIII. Lost and Found**

Any items of the customer's property remaining with AHI will be forwarded to the customer only at his request and risk and at his expense. AHI will retain such items of property for six months after notifying the authorised recipient or the competent authority of the discovery. AHI will be entitled, and if in-

structed by the competent authority, obliged to deliver the item to the competent authority. Upon the lapse of the six-month storage period, AHI will acquire the ownership of the item if the authorised recipient has neither been identified nor filed his claim with the competent authority. With regard to the claims for reimbursement of expenses of AHI for the custody and preservation of the item, and the finder's reward to which AHI is entitled, we hereby refer to §§ 970, 971 German Civil Code (BGB). Moreover, the statutory regulations of §§ 965 ff. BGB will remain unaffected.

#### **XIV. Internet**

The use of the Internet will be at the customer's own risk. The customer himself will be responsible for any data transmitted via the Internet, any services used via the Internet and legal transactions effected via the Internet, as well as be obliged to pay any costs involved. In using the Internet, the customer undertakes to comply with the applicable laws and in particular not to access or disseminate any unethical or unlawful content; not to reproduce or disseminate any copyrighted goods or make them accessible illegally; to comply with the applicable rules on the protection of minors; not to send or disseminate any harassing, defamatory, threatening or otherwise illegal content; not to use the Internet to send mass or chain messages ("spam") and/or other forms of inadmissible advertising; in other respects to refrain from any activity that could expose the customer himself and/or AHI to third-party liability claims. The customer will indemnify AHI accordingly against any third-party damage and claims based on the unlawful use of the Internet and/or a breach of the provisions of this Section XIV. This right of indemnity will also cover any costs or expenses incurred by AHI due to the judicial or extrajudicial claim and the legal defence.

#### **XV. Final Provisions**

The place of fulfilment, performance and payment will be the registered office of AHI in Munich. German law will apply. Venue, as far as legally permissible, will be Munich. Oral agreements do not exist. Any amendments or supplements to this contract must be in writing to be effective. The same also applies to the amendment of this written form requirement. If any individual provisions of the contract and/or General Terms and Conditions are or become invalid, the remaining provisions will remain in full force and effect. The invalid provision will be replaced by a admissible provision which most closely reflects the original provision and its original economic intention. The same will also apply in the case of any regulatory gaps.

Personal data will be stored electronically for purposes of login, registration and billing. We hereby explicitly declare that this data will not be passed on to third parties. Since both the protection of privacy and the protection of our customers' informational self-determination are highly important for us, we will treat personal data as confidential and on the basis of the Federal Data Protection Act.

Internationaler Bund e.V. along with AHI distance themselves in every respect from discrimination, radicalism, violence and xenophobia.

The AHI House Rules, displayed separately in the building, are binding for all customers and guests; compliance with these rules is mandatory. The House Rules are an integral part of these GTCs. In the event of contradictions or regulation redundancies between these GTCs and the house rules, these GTCs will always have priority over the House Rules. The House Rules apply only insofar as individual points in these GTCs have not been finally regulated or it is observed that they have not been finally regulated. Any double regulations of the House Rules or regulations of the House Rules which are invalid in the GTCs will have no validity.

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