

# **Conditions of Accommodation of Golden Ball GmbH & Co. KG, Karl-Hammerschmidt-Str. 45, 85609 Aschheim Dornach, Commercial Register entry no. HRA 95162 – District Court of Munich, Germany**

## **1.0 Principles**

- Golden Ball GmbH & Co KG (hereinafter referred to as ‘Golden Ball’) operates a Serviced-Apartments-House (hereinafter referred to as ‘Serviced-Apartments-House’) at Karl-Hammerschmidt-Straße 45 in 85609 Aschheim Dornach, Germany, in which it lets apartments, suites and flats (hereinafter referred to as ‘Apartments’) to private individuals and businesspersons (hereinafter referred to as ‘Guests’) (Agreement).

## **2.0 Scope of application**

- 2.1 These Terms and Conditions shall apply to agreements for the rental of Apartments and to other services provided for the Guest.
- 2.2 A Guest’s General Terms and Conditions shall apply only if this has been previously been expressly agreed in writing.

## **3.0 Conclusion of Agreement**

- 3.1 Booking requests by the Guest shall be non-binding.
- 3.2 After receiving a booking request, Golden Ball will check the availability of the Apartment and inform the Guest as to its availability.
- 3.3 If the Apartment is available, then the Guest shall receive a provisional booking reservation.
- 3.4 Upon receipt of the advance payment for which the booking reservation provides, the Guest shall be provided with binding booking confirmation.
- 3.5 The Agreement shall come into effect upon receipt of the booking confirmation.

## **4.0 Parties to the Agreement**

- 4.1 The Parties to the Agreement are the Guest and Golden Ball.
- 4.2 In the event of booking through a third party, the third-party shall be jointly and severally liable to Golden Ball, together with the Guest, for all obligations under the Agreement.

## **5.0 Services**

- Golden Ball shall make the let Apartment and the appointments described available to the Guest as at the date to which the Agreement refers. In addition, Golden Ball shall provide the Guest with the services set forth in the respective description of services.

## **6.0 Prices**

- 6.1 Unless otherwise agreed in the individual case, the prices in effect when the Agreement is concluded, as per the price list, shall apply.

- 6.2 The prices specified in the price list shall be determined particularly based on the duration and season of the stay, any additional services requested, as well as the features of the Apartment selected.
- 6.3 The duration of stay that determines the scale of rates used shall be the actual length of stay reached upon check-out. Until then, classification in the rate scale shall apply only provisionally.

## **7.0 Move-in/Handover**

- 7.1 The Guest may move into the rented Apartment at the beginning of the Agreement, from 3:00 p.m. (check-in). An appointment shall be required in the event of arrival later than 5:00 p.m. (Friday 3:00pm)
- 7.2 The Apartment is free of defects upon handover to the Guest. The features of the Apartment shall correspond to those of the variation selected. Any defects shall be reported by the Guest within 24 hours after handover of the Apartment. If no defects are reported, then the Guest shall be responsible for all defects occurring in the inventory during the Guest's stay, and for any missing inventory items.
- 7.3 The Guest shall be provided with a building/Apartment key upon check-in.
- 7.4 On the final day of the stay, the Apartment must be returned to Golden Ball by no later than 11:00 a.m. (check-out). In the event of delayed return, Golden Ball shall be entitled to lump-sum compensation in the amount of one day's rent. The guest shall have an opportunity, however, to demonstrate that Golden Ball has incurred no damages or only damages of a lesser amount.
- 7.5 A one-off fee for final cleaning shall fall due for payment upon check-out. The fee amount can be found in the applicable price list.

## **8.0 Use of the Apartment**

- 8.1 The rented Apartment is provided for temporary use only and may be used as living quarters by the Guest only.
- 8.2 Subletting or grant of use by others than those indicated in the Agreement shall not be permitted. Section 540 (1) Sentence 2 of the German Civil Code [BGB] shall not apply.
- 8.3 The keeping of animals and smoking are prohibited. Should the guest violate this, an additional special cleaning fee in the amount of at least €250.00 shall be charged. The guest shall have an opportunity, however, to demonstrate that Golden Ball has incurred no damages or only damages of a lesser amount. Furthermore, the Guest shall reimburse Golden Ball for all costs incurred as a result of improper use of the Apartments (es example 1.500,-€ for fire brigade deployment due to intentional activation of the smoke detector).
- 8.4 The installation of construction elements and any structural and/or technical change to the Apartment, as well as the connection of electrical devices (with the exception of electronic equipment such as laptop, mobile phone and tablet computer) shall be prohibited.
- 8.5 If the Guest wishes to extend his or her stay, then a written request to this effect must be submitted to Golden Ball. An extension of stay shall take effect only upon written confirmation by Golden Ball.

## **9.0 Payments of rent and services**

- 9.1 The rent and the services booked shall be paid in advance, not later than upon check-in.
- 9.2 In the case of stays of more than 30 days, the rent and booked services shall be paid each month in advance, upon the 1st working day.
- 9.3 If payments are not made in case/via ec card or credit card, then these shall be transferred for the benefit of Golden Ball, free of cost, to the following account:  
Account holder: Golden Ball GmbH & Co. KG IBAN: DE09 7002 0270 0015 7644 19  
BIC: HYVEDEMMXXX
- 9.4 Payments by credit card are possible with the following credit cards: American Express, Visa Card and Master Card.
- 9.5 The guest shall be entitled to offset or decrease payments to Golden Ball only on the basis of undisputed or legally determined claims.

## **10.0 Termination/cancellation by the Guest**

- 10.1 The Guest may terminate/cancel the rental vis-à-vis Golden Ball at any time in writing.
- 10.2 Termination/cancellation shall be subject to the following fees:
  - 10.2.1 Stays of up to 30 days: In the event of termination/cancellation up to 14 days before check-in, there shall be no costs incurred; after the 14 days, 80% of the total rent shall fall due.
  - 10.2.2 Stays of 30 days or more: In the event of termination/cancellation up to 30 days before check-in, there shall be no costs incurred; after the 30 days, 80% of the total rent shall fall due, but this amount shall not exceed the costs of two months' stay.
- 10.3 The guest shall have an opportunity, however, to demonstrate that Golden Ball has incurred no damages or only damages of a lesser amount. The amounts due shall be offset by the amount of any expenses saved and revenues generated through rental of the Apartment to parties other than the Guest.
- 10.4 Termination/cancellation shall also eliminate any discounts provided to the Guest based on the duration of his or her stay. I.e.: In the event of termination/cancellation subsequent to check-in, the rental amount shall be determined based on the prices shown in the price list for the actual length of stay. The resulting difference shall fall due for payment by the Guest upon check-out.

## **11.0 Termination by Golden Ball**

- 11.1 Golden Ball shall be entitled to terminate the Agreement without notice if the Guest fails to meet his or her contractual obligations, or if objective reasons exist that justify a termination. This shall be the case in particular
  - 11.1.1 in the event of force majeure;
  - 11.1.2 if the guest has made an affidavit, or if insolvency or settlement proceedings have been launched against the Guest's assets, or have been rejected for want of assets;
  - 11.1.3 if it is reasonable to assume that use of the Apartment can affect the smooth business operations, security or reputation of Golden Ball;
  - 11.1.4 in the event of illegal grant of use to third parties (cf. Section 8.2); or
  - 11.1.5 for breach of the House Rules.
- 11.2 In the event of justified termination by Golden Ball, no claims, e.g. for damages, shall accrue to the benefit of the Guest.

- 11.3 In the event of justified termination by Golden Ball, the Guest shall have an obligation to reimburse Golden Ball for damages incurred as a result of premature termination of the Agreement. This amount typically totals to 80% of the total rent due for the remainder of the stay, in accordance with Section 10.4. The guest shall have an opportunity, however, to demonstrate that Golden Ball has incurred no damages or only damages of a lesser amount.

## **12.0 Security deposit**

- 12.1 For stays over 30 days, upon check-in, the Guest shall have an obligation to provide a security deposit in the amount of one month's rent.
- 12.2 This security deposit may be made in the form of a cash deposit or a credit card charge.
- 12.3 Golden Ball shall be entitled to use the security deposit for all claims arising out of or in connection with the Agreement.
- 12.4 The security deposit shall be returned to the Guest not later than 30 days after check-out.

## **13.0 Entry of the rental property by Golden Ball**

- Golden Ball shall have the right to enter the Apartment for substantial cause.

## **14.0 Maintenance/damage to the property**

- 14.1 Any damage to the rented premises must be reported to Golden Ball immediately.
- 14.2 The Guest shall treat the Apartment, and the inventory provided for use by him or her, gently and carefully, and shall sufficiently and regularly ventilate and heat the Apartment.

## **15.0 Liability of the Guest**

- 15.1 The Guest shall be liable for all damages brought about as a result of breach of the due-care and reporting obligations incumbent upon the Guest.
- 15.2 The Guest shall also be liable to Golden Ball for any damages for which the guests, his or her invited guests or family members are responsible within the Apartment and with regard to the inventory provided for the Guest's use.
- 15.3 For inventory that has gone missing or become damaged, the amount due shall be determined by the replacement value or the actual repair costs incurred.
- 15.4 Internet access may not be used for legally prohibited purposes. In the event of breach, the Guest shall indemnify Golden Ball from all resulting third-party claims and shall reimburse Golden Ball for all damage arising as a result of this breach.

## **16.0 Liability of Golden Ball**

- 16.1 Absent results at variance from these General Terms and Conditions including the following provisions, Golden Ball shall be liable for breach of contractual and non-contractual obligations as provided under relevant statutory provisions.
- 16.2 Golden Ball shall be liable for damages – regardless of the legal grounds on which they are based – for intentional and grossly negligent conduct within the scope of liability in tort. In case of simple negligence, we shall be liable only

- 16.2.1 for damage incurred through conduct resulting in injury to life, body or health,
- 16.2.2 for damages resulting from a non-negligible breach of a material contractual obligation; in this case, however, our liability shall be limited to replacement of such damage as is foreseeably and typically incurred.
- 16.3 The limitations of liability arising from Section 12.2 shall also apply to breaches of obligation by persons whose fault is our responsibility under applicable provisions of statute. These limitations shall not apply if we have fraudulently concealed a defect or assumed a guarantee of quality.
- 16.4 Golden Ball shall be liable for items brought in by the Guest as set forth in the statutory provisions of Sections 701 et seqq. of the German Civil Code [BGB].
- 16.5 If vehicle parking space is provided to the Guest in the underground car park or outdoors, Golden Ball shall not be liable for loss of or damage to the vehicle parked by the Guest, or to the contents thereof. There is no surveillance obligation for the respective parking space.
- 16.6 Use of the common facilities provided by Golden Ball (e.g. sauna or bar area) shall be at the Guest's own peril and risk.

## **17.0 Statute of limitations**

- Contractual requirements as specified by law.

## **18.0 House Rules**

- At check-in, the Guest will receive a copy of the House Rules that must be observed.

## **19.0 Registration obligations**

- 19.1 Express reference is had to the legal registration obligations under the German Federal Registration Act and the Bavarian Registration Act.
- 19.2 The Guest him- or herself shall be responsible for compliance with the applicable statutory registration requirements.
- 19.3 In the case of an applicable registration obligation, the Guest shall have the obligation to present Golden Ball with a copy of his or her confirmation of registration in demonstration of compliance with registration obligations.

## **20.0 Data Protection Privacy Statement**

- 20.1 Golden Ball is in charge of the data protection compliance ("Controller" acc. to Art. 4 No. 7 DS-GVO). We process personal data necessary for the performance of the contract as well as for compliance with a legal obligation to which we are subject acc. to Art. 6 para. 1 lit. (a), (b) and (c) DS-GVO. We do not transfer personal data to Third Parties.
- 20.2 We store personal data during the statutory periods. Each data subject has the right of access acc. to Art. 15 DS-GVO; the right to rectification acc. to Art. 16 DS-GVO; the right to erasure acc. to 17 DS-GVO; the right to restriction of processing acc. to Art 18 DS-GVO; the right to object acc. to Art. 21 DS-GVO; the right to data portability acc. to Art. 20 DS-GVO as well as the right to lodge a complaint with a supervisory authority acc. to Art. 77 DS-GVO.

- 20.3 3. The allocation of personal data may be necessary for the conclusion of the contract as well as its fulfillment. If necessary personal data is not provided it may be not possible for us to fulfil the contract in whole or as desired.

## **21.0 Miscellaneous**

- 21.1 The place of performance for all services arising out of this Agreement shall be the registered office of Golden Ball.
- 21.2 If the Guest is a merchant, has no general place of jurisdiction venue in Germany, or if the Guest's general place of jurisdiction is unknown, then any and all disputes arising out of this Agreement shall be subject to resolution before a court sitting in the registered office of Golden Ball.
- 21.3 This Agreement shall be exclusively subject to the laws of the Federal Republic of Germany.