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1. Scope of application

- 1.1 These general terms & conditions apply to the entire present and future business relationship between the customer (hereinafter "Tenant") and Living Suites GmbH, Düsseldorf (hereinafter briefly "Serviced Apartment or LSG"), including accommodation/ rental contracts and all services rendered in connection with the implementation of such contracts in or on LSG buildings and grounds.
- 1.2 The tenant's general terms & conditions do not apply and are expressly disavowed.

2. Closing

- 2.1 LSG's offers are subject to change and non-binding in nature until the closing.
- 2.2 The closing occurs when the studio, suite, premium suite or penthouse (hereinafter collectively referred to as "Suite") is (i) booked by way of LSG's confirmation of the Tenant's booking or, in the event that a booking cannot be confirmed for lack of time, (ii) when the Suite is provided. The closing obliges the contractual partners to render performance under the contract irrespective of the term for which such contract was executed. In the event that the Tenant submitting the booking is not also the user, the Tenant and the user are jointly and severally liable to LSG for the performance of the obligations under the booking.
- 2.3 LSG may, at its sole discretion, confirm a booking in writing. Cancellations and similar notices must be communicated in writing.
- 2.4 In the event that the tenant is a business, the effective terms of a booking are those set forth in the LSG's written confirmation thereof unless the tenant promptly objects in writing. This is especially true for bookings and arrangements made orally or by telephone. Notices given to LSG are considered prompt if they are received within seven days.
- 2.5 For group bookings (five or more persons), the event organizer must furnish LSG with a list of participants no later than three days prior to arrival.

3. Severability

In the event that one of the provisions of the contract or these general terms & conditions is or becomes ineffective, the remaining provisions of the contract and these terms & conditions remain in full force and effect, and it is to be replaced by the applicable statutory provision. Under no circumstances is the provision in question in these general terms & conditions substituted by general terms & conditions of the tenant. The same applies to loopholes found in the contract or the general terms & conditions.

4. Provision and departure

- 4.1 Booked Suites are made available to the tenant starting at 3 p.m. on the date of arrival. Unless a later time of arrival was specifically agreed, LSG reserves the right to reassign booked Suites after 6 p.m.
- 4.2 LSG is not obligated to provide a specific Suite or space. In the event that specific Suites were promised in the booking confirmation but are not available, LSG is within its rights to offer an equivalent substitute in the building; the tenant holds no other claims in this regard.
- 4.3 Suites must not be sublet or re-let, and occupancy by more than the number of persons specified in the booking is subject to LSG's prior written consent.
- 4.4 The tenant is obligated to identify himself/herself upon arrival, to provide adequate security (credit card with a limit sufficient to cover the expected total costs of occupancy, cash deposit, etc.) with the reception and properly complete and sign the registration form.
- 4.5 LSG's prior consent must be obtained and a fee is charged for pets travelling with the tenant.
- 4.6 The tenant must depart on or before 11 a.m. on the date of departure; at this time, the Suite must be vacant. For the Suite's use from 11 a.m. until 2 p.m. on the date of departure, LSG will charge its day rate (lodging / list price); for its use beyond 2 p.m., the full overnight charge applies. The tenant undertakes to pay such additional charges.
- 4.7 Suite occupancy beyond the period of time specified in the accommodation contract is subject to prior, timely consultation with the reception. The reception should be contacted less than halfway through the agreed length of stay, and the reception's written confirmation is required to extend the accommodation contract. The tenant is not entitled to such an extension.

5. Cancellation

- 5.1 Reservations are binding upon the contractual partners. Cancellations of reserved Suites and/or services are subject to the terms below. The tenant's payment obligation under the accommodation contract is not adjusted by the Serviced Apartment's actual expenditures saved but subject to these terms & conditions. Reference is made to item 2.3 of these terms & conditions. Reserved Suites and/or services cannot be cancelled in part.
- 5.2 For reservations of up to seven nights per Suite outside of trade show and other peak periods, cancellations may be made free of charge until 48 hours prior to the commencement of the service period (scheduled arrival). In the event of a late cancellation, the tenant's payment obligation is reduced to 70% of the value of services ordered. In the event that the tenant does not take advantage of services without cancelling them in writing, the tenant's payment obligation is reduced to 90% of the value of services ordered. Price reductions are subject to the provision in item 5.5.
- 5.3 For reservations of more than seven nights per Suite, cancellations may be made free of charge up until seven days prior to the commencement of the service period (scheduled arrival). In the event of cancellation up until four days prior to arrival, the tenant's payment obligation is reduced to 70% of the cost of accommodation for the first seven nights. For cancellations on the date of arrival (from 0 a.m. until 6 p.m.), the tenant's payment obligation amounts to 80% of the cost of accommodation for the first seven nights. In the event that the tenant does not take advantage of services without cancelling them in writing, the tenant's payment obligation is reduced to 90% of the cost of accommodation for the first seven nights. Price reductions are subject to the provision in item 5.5.
- 5.4 For groups (≥ five Suites) or reservations for Suites for trade show or other peak periods, cancellations may be made free of charge up until 28 days prior to the agreed commencement of the service period. For cancellations up until 14 days prior to arrival, the tenant's payment obligation is reduced to 70% of the agreed price for the entire block. In the event of a cancellation up until seven days prior to arrival, the tenant's payment obligation amounts to 80% of the agreed price for the entire block. For cancellations on the date of arrival (from 0 a.m. until 6 p.m.), the tenant's payment obligation is reduced to 90% of the agreed price for the entire block. In the event that the tenant does not take advantage of services without cancelling them in writing, the tenant is charged the full price arranged for the entire block. Price reductions are subject to the provision in point 5.5.
- 5.5 LSG will try to reassign Suites that are not claimed. In the event that LSG succeeds in reassigning Suites for the agreed service period, the payment obligation according to items 5.2 through 5.4 is adjusted by the amount by which the sum of the outstanding payment obligation exceeds the proceeds from the Suite's reassignment. For example, if the outstanding payment obligation amounts to EUR 1,000.00, and LSG generates proceeds of EUR 800.00 by reassigning the Suite, the tenant only owes EUR 200.00. Reductions are granted up to, but not beyond, the full amount of the original payment obligation.

6. Prices / payments / set-off / assignment

- 6.1 Prices are determined on the basis of the Serviced Apartment's rate schedule in effect at the time of performance and include value-added tax (VAT) in the amount prescribed by law. If the booking confirmation specifies a rate, such rate is authoritative in nature. However, if the booking is older than four months, LSG may reasonably adjust the rate specified therein by up to 5%.
- 6.2 At the time of booking, LSG may demand that the tenant make an advance payment or a security deposit.
- 6.3 Serviced Apartment invoices are due and payable in full upon receipt after latest 7 days, but in any case before the start of the tenancy.
- 6.4 The tenant waives all rights of set-off unless the counter-claim on which such right is based is undisputed or has become legally binding. The same applies to the exercise of rights of retention. The assignment to third parties of any of the tenant's rights or claims against LSG is subject to LSG's written consent.
- 6.5 Only tenants using LSG's suites / services for business purposes (business customers within Germany) have the option – upon a successful credit check – to enter into a credit agreement with LSG. Invoices sent under such a credit agreement are due and payable in full within 14 days of receipt. Following this period, a written payment reminder is issued. After another 14 days, a second written reminder follows, and default interest as well as a reminder fee of EUR 10 are added. After seven more days, a third written reminder is issued, and additional default interest and a reminder fee of EUR 20.00 are added, along with the note that, unless paid in full, the claim will be assigned to a collection agency. LSG expressly reserves the right, to use the residing tenant's security deposit to pay down the claim.

7. Termination

- 7.1 LSG may terminate for good cause, which is present, for instance, if:
 - advance payments according to item 6.2 are not made on or before the agreed date (if no date is specified, 30 days prior to arrival);
 - for reasons of Force Majeure, strike, disruptions of operations not attributable to LSG and other circumstances beyond LSG's control, contractual performance is made impossible;
 - events are booked on the basis of misleading or false essential information – for instance, by misidentifying the tenant, the Organizer or the occasion;
 - LSG has good reason to believe that the accommodation / event might jeopardize the smooth operation, safety or public reputation of LSG outside of its sphere of control or organization; or
 - the space provided is sublet or re-let.
- 7.2 LSG will promptly notify the tenant in writing if it is exercising the right of termination. In the cases of termination listed above, the contractual partner is not entitled to damages, whereas LSG's claims for damages and indemnification are not affected.

8. Liability

- 8.1 LSG bears no liability for damaged or lost/ stolen items or personal belongings which the tenant might have brought into the Serviced Apartment or its common areas.
- 8.2 Items which the tenant left behind at LSG are shipped to the tenant upon his/her request and at his/ her risk and expense. LSG undertakes to store such items for a period of four weeks, after which any clearly valuable items will be delivered to the local lost-and-found. In all other cases, they are handed over to the finder against receipt.
- 8.3 No custody agreement comes into effect if the tenant is furnished with a parking space in the Serviced Apartment's garage or parking lot, irrespective of whether a fee is charged or not. If vehicles parked or moved on LSG's property are lost or damaged, LSG is not liable and, to such extent, is under no obligation to monitor. LSG must be notified promptly of any damages. Item 8.6 applies accordingly.
- 8.4 Irrespective of the provisions in items 8.1 through 8.3, LSG bears no liability for damages of any kind (whether contractual or in tort) except for:
 - damages LSG caused intentionally or by way of gross negligence; or
 - damages in cases of slight negligence that are based on injuries to life, body or health as well as, subject to the provisions under items 8.5 and 8.6, damages based on LSG's violation of material contractual obligations. Material contractual obligations are all obligations the satisfaction of which is required for proper contractual performance.
- 8.5 In cases of a negligent breach of material contractual obligations, LSG's liability is limited to damages typically associated with the underlying contract, which LSG could have foreseen at the time of closing or the commission of the breach, save for instances of injury to life, body and health. To such extent, LSG's liability for damages attributable exclusively to the tenant's sphere of risk is excluded.
- 8.6 The tenant is obligated promptly, but no later than upon departure, to notify LSG of any defects. The tenant's claims must be asserted against LSG in writing within 14 days of the time performance ends according to the contract. Following the expiration of this 14-day period, the tenant may only assert claims if and to the extent that the deadline could not be met through no fault of his/her own. Claims for damages on the tenant's part that are occasioned by LSG's slight negligence according to items 8.4 and 8.5 above are excluded unless they are asserted by way of legal action within three months of the claims' rejection by LSG or its insurer.
- 8.7 The exclusions and limitations in items 8.1 through 8.6 above also apply to LSG's liability for its officers and directors, employees and agents, as well as to the personal liability of such LSG officers and directors, employees and agents.
- 8.8 The above exclusions and limitations do not apply to claims pursuant to the product liability act if and to the extent that liability is mandated there under.
- 8.9 Unless otherwise mandated by law, all liability claims arising from or in connection with the preparation, negotiation, execution and implementation of this agreement expire one year from the date on which performance ceased or was contractually intended to end, as do all other liability claims including tort claims.

9. Place of performance, legal venue, applicable law

- 9.1 The place of performance and payment is the location of LSG's registered offices.
- 9.2 In commercial relations (i.e., if the tenant is a merchant, public-sector corporation or public-sector special fund), the location of LSG's registered offices serves as the exclusive legal venue, including for check and bill-related disputes. This also applies in the event that (i) the tenant meets the conditions of Sec. 38 par. 2 of the code of civil procedure (ZPO) as a non-business and does not fall under the jurisdiction of a domestic legal venue, (ii) the tenant moves his/her domicile or permanent residence away from the Federal Republic of Germany or (iii) the tenant's domicile or permanent residence is unknown to LSG at the time of claim filing.
- 9.3 German law applies to the exclusion of CISG.

10. Privacy

LSG as well as third parties working on its behalf are entitled, subject to the federal privacy act, to process and store data about the tenant received in connection with the business relationship even if such data is provided by third parties.