

General Terms and Conditions of LikeDaheim Serviced Apartment, Enes Kasumovic

§ 1 Scope of application

1. These terms and conditions apply to all contracts for the rental of furnished flats for accommodation as well as to all related further services and deliveries of LikeDaheim Serviced Apartment/Enes Kasumovic (hereinafter referred to as "Operator") provided to the customer or client (hereinafter referred to as "Customer").
2. Services are provided exclusively based on these GTC; we do not recognize any general terms and conditions of the customer that conflict with or deviate from ours unless we have expressly agreed to their validity.
3. The operator may also provide its services through third parties.

§ 2 Conclusion of contract, contractual partner, subletting and re-letting

1. The respective contract (e.g., for the paid use of the serviced flat, additional services booked in advance or on site, etc.) is concluded after the customer has applied verbally, by telephone, in writing or online by acceptance by the operator. The operator is free to accept the application in writing, in text form (e-mail, fax) or conclusively by providing the service.
2. If the content of the booking confirmation deviates from the content of the customer's application, the deviating content of the booking confirmation becomes binding for the customer and the operator if the customer does not object in writing within one week of receipt. If the stay begins before the expiry of the one-week period, the deviating content of the booking confirmation shall become binding for the customer and the operator upon takeover of the flat.
3. Contractual partners are exclusively the customer and the operator. If a third party has booked on behalf of the customer, e.g. an agent or a company for its employees that does not wish to become a contractual partner itself, it shall be liable to the operator together with the customer for all obligations arising from the contract as joint and several debtors. Irrespective of this, each customer is obliged to pass on to the guest all information relevant to the booking, in particular these General Terms and Conditions of the flat house.
4. A booking can be made for a maximum of 6 months (including any contract extension). A tacit extension through continued use does not take place.
5. Price increases for contract extensions/new bookings remain reserved.

§ 3 Services, prices, payment modalities

1. The operator is obliged to keep the flat booked by the customer or an equivalent flat ready and to provide the agreed services.
2. The customer is obliged to pay the agreed or customary prices of the establishment for the flat and the other services used by him/her. If a concrete price agreement cannot be established, the prices applicable in the flat house at the respective time of the provision of services shall be deemed agreed (fiction of the amount of remuneration). Services and expenses of the operator to third parties arranged by the customer shall also be invoiced by the operator to the customer.
3. The agreed prices include the respective statutory value added tax. Any increases after conclusion of the contract shall be borne by the customer. If there are more than three months between conclusion of the contract and arrival and the prices applicable to the flat house have increased, the operator may increase the contractually agreed prices appropriately, but by a maximum of 10%. Subsequent changes to the services may lead to a corresponding price adjustment in accordance with the prices applicable to the flat house for the additional part of the service.
4. The accommodation price is an all-inclusive price and includes all incidental costs. The operator reserves the right to make a subsequent calculation with the customer in the event of unreasonably high consumption values. The prices do not include any public charges such as visitor's tax, cultural promotion tax (so-called "bed tax"), etc. The respective amounts will be charged separately to the customer. The respective amounts will be invoiced separately to the customer.
5. In the case of a rental period of one month or more, the agreed remuneration shall be paid monthly in advance by the 1st working day of a month to the operator's account specified in the rental agreement. Otherwise, invoices of the operator without due date are payable immediately upon receipt of the invoice without deduction. The operator is entitled to declare accrued claims due at any time and to demand immediate payment. In the event of late payment, the operator is entitled to demand interest on arrears in the amount of 8% or, in the case of transactions involving a consumer, in the amount of 5%, above the base interest rate. The operator expressly reserves the right to prove higher damages.
6. Reminder costs in the amount of 10.00 euros shall be charged for each reminder after default has occurred. The customer is at liberty to prove that these have not been incurred or have not been incurred in the amount demanded.
7. The operator is entitled to demand a reasonable advance payment and/or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and payment dates may be agreed in writing in the contract. The security can also be provided by making credit card details available. In this case, the operator is entitled to collect the respective agreed remuneration by credit card if payment dates are not met.
8. The customer may only offset claims against the operator that are undisputed, legally established, or ready for decision. If the customer is an entrepreneur, he/she may also only reduce the rent if the right to reduce the rent is undisputed or has been legally established.
9. If the customer has provided security by making credit card data available, the operator is entitled, after issuing the corresponding invoice, to also collect the ancillary services used by the customer, e.g., special cleaning, from the customer's credit card.

§ 4 Smoking ban, keeping of animals

1. The flats are non-smoking flats. Therefore, smoking is prohibited in all premises. In the event of a violation, the operator is entitled to terminate the contract without notice. In addition, the operator may, if necessary, charge a flat rate of € 500.00 for the costs of a special final cleaning in case of nicotine odor in the flat. The customer is at liberty to prove that no damage or considerably less damage has been incurred. Any further claims for damages on the part of the operator remain unaffected.
2. Animals of any kind are generally not permitted in the flats or in the building itself. They may only be brought by the guest in exceptional cases with the express prior consent of the operator and against payment of a surcharge. There is no entitlement to the consent of the operator.

§ 5 Provision, handover and return

1. Unless otherwise agreed, the customer is entitled to be provided with a flat of the booked category. He has no claim to the provision of a specific flat.
2. Booked flats are available to the customer from 15:00 on the agreed day of arrival. The customer has no right to earlier availability.
3. A handover report shall be prepared upon handover. In the case of handover without a person (e.g., with the aid of a key/card machine), a handover report in which the actual condition of the respective flat and the inventory present therein are documented shall be made available to the customer by the operator by depositing it in a clearly visible place in the flat or sending it by e-mail. In this case, the customer must notify the operator of any objections to the correctness of the handover report in writing or in text form (e-mail, fax) without delay, but no later than within 36 hours. Otherwise, the handover protocol shall be deemed approved.
4. On the agreed day of departure, the flat must be vacated by 11:30 a.m. at the latest. After this time, the operator may charge 50% of the daily rate for the flat due to the late return, provided that the flat is vacated by 6.00 pm. If the apartment is vacated after 6.00 p.m., the entire daily rate for the following day may be charged. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the operator has not incurred any damage or that the damage is significantly lower.
5. The flat must be returned in the condition in which the client found it.
6. On departure, further:
 - remove all personal belongings from the flat
 - to dispose of food brought in
 - close all windows
 - switch off all electrical appliances (except the refrigerator)
 - dispose of all rubbish in the bins provided for this purpose
 - return all keys/cards and/or other access and access means provided by the operator
 - to provide all additional services that may have been booked in full
7. The final cleaning will be carried out by the operator and only in the case of exceptionally heavy soiling with additional cleaning costs incurred, the customer will be charged additionally within the framework of a special cleaning. This also applies in the event of excessive soiling detected during the customer's stay. We reserve the right to make further claims for damages due to excessive soiling.
8. Upon return, a return protocol shall be prepared in which the existing damage and any missing inventory shall be recorded. In the case of return without a person (e.g., with the aid of a key/card machine), the operator shall draw up the return protocol after inspecting the respective flat. Any discrepancies between the handover report and the return report must be reported by the operator immediately, but no later than within 48 hours. Otherwise, the condition and the existing inventory shall be deemed to have been approved.
9. Any damage in or to the respective flat, damage to or the absence of inventory or damage to the common areas and/or their facilities will be invoiced separately to the customer or deducted from the security deposit. Any damage in excess of the security deposit will be invoiced separately to the customer and insofar as already recognized upon departure in the course of the handover, will be settled with the final invoice.

§ 6 Withdrawal and cancellation

1. Unless otherwise agreed, the following cancellation conditions apply to the customer:

Deadlines	Cancellation fee (% of the original total offer)
Up to 7 days before the date of arrival	free of charge
1 day before arrival & on the day of arrival	80%

2. Cancellation must be made in writing (by e-mail, letter, fax) to the operator.
3. If a date for withdrawal from the contract free of charge has been agreed in writing between the operator and the customer, the customer may withdraw from the contract until then without triggering payment or damage claims against the operator. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the operator by the agreed date.
4. If the customer's right to withdraw from the contract free of charge within a certain period has been agreed in writing, the operator is also entitled to withdraw from the contract within this period if there are enquiries from other customers for contractually booked flats and the customer does not waive his right to withdraw upon enquiry by the operator.
5. If an agreed advance payment or security deposit is not made even after a reasonable grace period set by the operator has expired, the operator is entitled to withdraw from the contract. In this case, the customer shall pay the operator cancellation fees and processing fees in accordance with § 6 number 2.
6. The operator is furthermore entitled to withdraw from the contract extraordinarily for an objectively justified reason, for example if
 - force majeure or other circumstances for which the operator is not responsible make it impossible to fulfil the contract.
 - flats are booked under misleading or false statements of facts essential to the contract, for example those relating to the person of the customer or the purpose.

- the operator has reasonable grounds to assume that the use of the booked flats may endanger the peace of the house, the safety or the reputation of the operator and the facility in public, without this being attributable to the operator's sphere of control or organization.

§ 7 Loss of or damage to items brought along

1. Objects brought along are at the risk of the customer in the rented flat. The operator assumes no liability for loss, destruction, or damage, also not for financial losses, except in the case of gross negligence or intent on his part. Excluded from this are damages resulting from injury to life, body, or health. In addition, all cases in which safekeeping constitutes a material contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

§ 8 Treatment of the serviced flats

1. For the serviced flat, the guest receives a house/door key or card upon moving in, as well as other access and entry means, if applicable, which are to be returned to the operator upon departure.
2. The client must treat the serviced flat and the common rooms and facilities with care and consideration.
3. The inventory of the serviced flats may not be removed. It is prohibited to place decorative objects on the walls.
4. The customer shall be liable to the operator for damage caused by a breach of the duty of care and notification incumbent upon him, also if the rooms are insufficiently ventilated, cleaned, heated, or insufficiently protected against frost.
5. Washing and drying laundry in the flats is prohibited.
6. All rented rooms are non-smoking rooms. In case of non-compliance, the costs for special cleaning will be charged upon termination of the tenancy.
7. Waste disposal from the rooms, bathrooms, kitchens is carried out by the tenants in the bins provided for this purpose in the storage area. It is not permitted to store waste outside the bins. It is imperative that waste is separated.
8. Empties or glass waste must be disposed of properly by the guest and may not be deposited next to the rubbish bins in the courtyard.

§ 9 Technical equipment and connections

1. The use of the customer's own electrical equipment using the flat's power supply system requires the written consent of the operator, insofar as these are not items of normal daily use. Any faults or damage to the technical equipment of the apartment building caused using such equipment by the customer shall be borne by the customer, insofar as the operator is not responsible for such faults or damage.
2. Internet use is at the customer's own risk. The customer is responsible and liable to pay the costs for the data transmitted via the Internet, the services used, and the legal transactions carried out via the Internet. When using the Internet, the customer undertakes to comply with the applicable law and, in particular, not to retrieve or disseminate any immoral or illegal content, not to unlawfully reproduce, disseminate or make accessible any copyrighted goods, to comply with the applicable regulations for the protection of minors, not to use any harassing, defamatory, threatening or offensive material, to send or disseminate any harassing, defamatory, threatening or otherwise unlawful content, not to use the Internet access to send mass or chain messages ("spam") and/or other forms of inadmissible advertising and, moreover, to refrain from anything at all that could expose him/herself and/or the Operator to liability claims by third parties. Accordingly, the customer indemnifies the operator against all damages and claims of third parties which are based on an illegal use of the Internet and/or a violation of applicable law. This indemnity claim also includes all costs and expenses incurred by the operator as a result of judicial or extrajudicial claims and defense against claims.
3. Faults in technical or other facilities provided by the operator shall be remedied immediately if possible. Payments may not be withheld or reduced insofar as the operator is not responsible for these disruptions.

§ 10 Access to the flat

1. The operator, its representatives or authorized agents are entitled to enter the serviced flat at any time within the scope of the additional services booked by the customer (e.g., cleaning, bed and towel change, shopping service, etc.). As a rule, services are provided within the scope of the service times agreed with the customer in advance. If service times cannot be adhered to in individual cases, the service shall be provided with the greatest possible consideration for the guest (e.g., announcing entry by knocking, carefully making sure that the guest is not disturbed, etc.). There is no entitlement to the provision of services at a specific time of day.
2. In the event of danger, the operator, his representatives, or authorized agents are permitted access at any time of the day or night.
3. Otherwise, the operator, its agents or authorized representatives are entitled to enter the serviced flat for the purpose of inspection and testing after prior notification.
4. If the customer is absent for more than 2 weeks, he/she must close all water inlets and leave the key/card with the operator.

§ 11 Liability of the customer for damages

1. If the customer is an entrepreneur, he is liable for all damage to the building or inventory caused by visitors, employees or other third parties from his area or himself.
2. Upon handover of the flat, the guest will be provided with an inventory list, which he/she must countersign. The customer shall reimburse the costs of the items no longer present when the flat is vacated at the current value.
3. The operator may require the customer to provide appropriate security (e.g., deposits). The security can also be provided by making credit card details available. In this case, the operator is entitled to collect the costs for the removal of damage to the flat culpably caused by the customer or any fellow residents or visitors via the customer's credit card. The operator will determine the costs for the repair of the damage in advance by obtaining a cost estimate from a specialist craftsman's company.
4. The customer is obliged to contribute what is reasonable to him to remedy the disruption and to keep any possible damage to a minimum.
5. In the event of increased soiling of the jointly used areas caused by negligence, e.g., by wearing heavily soiled shoes or parking with heavily soiled (construction site) vehicles, the additional cleaning costs incurred will be charged to the customer.

6. The hirer is liable for any fire damage caused by irons, straighteners, curling irons or similar appliances.
7. In case of loss of a key/access card, this loss will be charged to the tenant. The loss fee amounts to 40.00€ per key/access card and will be invoiced by the landlord with the final invoice at the latest.

§ 12 Liability of the Operator

1. The operator shall be liable for their obligations under the contract with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages from injury to life, body, or health if the operator is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the operator, and damages based on an intentional or negligent breach of material contractual duties by the operator. A breach of duty by the operator is equivalent to a breach of duty by a legal representative or vicarious agent. If disruptions or defects occur in the services of the operator, the operator will endeavor to remedy the situation if it becomes aware of them or if it receives a complaint from the customer without delay.
2. Insofar as a parking space in a garage or other car park is made available to the customer, even for a fee, this shall not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles parked or maneuvered in the car park or their contents, the operator shall not be liable, except in the case of intent or gross negligence. Any damage must be reported immediately.
3. All claims against the operator are generally subject to a limitation period of one year from the beginning of the regular limitation period of § 199 para. 1 BGB. Claims for damages shall become statute-barred five years after they arise, irrespective of knowledge or grossly negligent ignorance. The above reductions in the statute of limitations shall not apply in the event of injury to life, limb, health or freedom, or in the event of claims based on an intentional or grossly negligent breach of duty by the operator, their legal representatives or vicarious agents.

§ 13 Information on data processing in the context of video surveillance

1. Video surveillance is carried out in the facility based on §4 BDSG and Art. 6 para. 1 lit. F DSGVO. This exclusively affects the following areas:
 - Outdoor-Area
 - Entrance Area /Ground Floor
 - Corridors on the 1st, 2nd, and 3rd floors
2. Data processing is carried out for the prevention and clarification of criminal offences and for the exercise of domiciliary rights by the operator.
Personal data of guests will not be transferred to third parties for purposes other than those listed here. A data transfer of the recordings (e.g., police) only takes place if this is necessary for the clarification of criminal offences.
3. The data is processed exclusively in the Federal Republic of Germany.
4. You can request further information at info@likedaheim.de.

§ 14 Final Provision

1. German law shall apply exclusively. The place of jurisdiction is, as far as legally permissible, Friedberg.
2. The place of performance and payment is Rosbach.
3. The contractual language is German; any translations into other languages are expressly non-binding.
4. Should individually provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the customer and the operator undertake to replace the invalid provision with a valid provision which, as far as legally possible, comes as close as possible to what the contracting parties intended in economic terms. The same shall apply in the event of any loopholes.