

Terms of Service - General Terms and Conditions

SCOPE OF APPLICATION & CONTRACTUAL PARTNERS

These General Terms and Conditions, hereinafter referred to as the "Terms and Conditions", shall apply to all contracts for the rental of flats and flats for accommodation concluded between BRIGHT Operations GmbH (hereinafter referred to as BRIGHT) or BRIGHT Ventures GmbH (hereinafter referred to as BRIGHT) or BRIGHT Czech Republic s.r.o (hereinafter referred to as BRIGHT) or BRIGHT Apartments USA LLC (hereinafter referred to as BRIGHT) and third parties (Guest), as well as to all other services and deliveries provided by the aforementioned companies.

The guest's contractual partner in Germany except Rosenheim is BRIGHT Operations GmbH, for the Rosenheim location it is BRIGHT Ventures GmbH. Contractual partner in the Czech Republic is BRIGHT Czech Republic s.r.o. Contractual partner in the United States is BRIGHT Apartments USA LLC.

The client's general terms and conditions shall only apply if this has been expressly agreed in writing in advance.

RESERVATIONS/BOOKING

By making a reservation/booking, the guest offers to conclude an accommodation contract. If the booked flat is available, the guest will receive a reservation/booking confirmation from BRIGHT. This confirmation concludes an accommodation contract between BRIGHT and the guest.

Offers made by BRIGHT with regard to available flats are subject to change and non-binding. BRIGHT shall be free to refuse the conclusion of an accommodation contract at its own discretion.

Insofar as the guest only books one category in an offered property, the guest has no claim to the use of the accommodation service in a specific apartment/unit. BRIGHT reserves the right to impose customary restrictions such as minimum stays, booking guarantees or deposits for certain travel dates.

CANCELLATION DEADLINES/RESIGNATION OF THE CUSTOMER/NON UTILIZATION OF SERVICES (NO SHOW)

A guaranteed reservation exists only upon payment by the guest to BRIGHT. This can be cancelled by the guest free of charge in accordance with the stated cancellation conditions and cancellation deadlines, stating the relevant reservation number.

If a right of cancellation has not been agreed or has already expired (expiry of free cancellation period), if there is also no statutory right of cancellation or termination and if BRIGHT does not agree to a cancellation of the contract, BRIGHT shall retain the claim to the agreed remuneration despite non-utilisation of the service (no-show) or late cancellation. BRIGHT shall take into account the income from renting the rooms to other parties as well as the expenses saved. If the rooms are not let to other parties, BRIGHT may make a flat-rate deduction for saved expenses. In this case, the client is obliged to pay 90% of the contractually agreed price for overnight accommodation. The client is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed. In addition, in the event of non-appearance of the guest in the case of reservations guaranteed for several days, all further nights from the first night shall be cancelled and the guest shall have no claim to the following nights.

In the case of reservations made on the day of arrival, the guest must make payment in accordance with §5 for the stay without delay, normally within one hour.

OVERNIGHT RATES & OTHER RATES

The prices shown by BRIGHT at the time of the conclusion of the contract are valid.

Applicable and stated prices are gross and include all statutory taxes, fees and charges.

Local taxes owed by the guest, such as visitor's tax, are not included.

TERMS OF PAYMENT & INVOICE

The price for the accommodation service booked by the guest must always be paid in advance by the guest.

Offsetting by the guest is excluded, unless the offsetting concerns an undisputed or legally established claim.

Accepted means of payment are MasterCard, Visa, American Express, Sofortüberweisung/Klarna, Paypal or regular bank transfer.

Cash payment is not accepted.

BRIGHT reserves the right to debit the deposited payment methods with amounts for additional services used or violations of the general terms and conditions. The guest expressly authorises BRIGHT to do so.

A reservation is accompanied by the guest's consent to receive the guest's invoice as a download or via e-mail.

USE OF RESERVED FLATS

A reserved flat is available to the guest for the period determined after the booking.

The keys, parking permits and/or key cards provided by BRIGHT must be returned on the day of departure to BRIGHT, to a third party named by BRIGHT or to the storage location designated by BRIGHT by means of signage and/or message.