

## **GENERAL TERMS AND CONDITIONS FOR APARTMENTHOUSE ACCOMODATION CONTRACTS**

### **I. SCOPE**

1. The following General Terms and Conditions apply to all services provided by KEWOG municipal development and apartment construction mbH, Falkenberger Straße 10, 95643 Tischenreuth or associated companies (hereinafter Longstay Apartments Operator) for the party ordering the respective services (hereinafter 'Customer'). The services to be provided by the Longstay Apartments Operator for the Customer consist in particular of the temporary assignment for use and benefit against payment of apartments and rooms for accommodation purposes, and other services and supplies to be provided in connection with this. The Longstay Apartments Operator shall be entitled to arrange for its services to be provided also by a third party.

2. Different provisions of the Customer shall not apply. This shall apply even if the Longstay Apartments Operator has not expressly objected to the inclusion of such provisions.

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

4. Furthermore, the additional conditions agreed upon at the time of conclusion of the contract shall apply in each case.

### **II. CONCLUSION OF CONTRACTS**

1. The respective contract (for example, regarding the use and benefit against payment of apartments and rooms for accommodation purposes or regarding additional services booked in advance or on site, etc.) shall be concluded as a result of a verbal or written application by the Customer and acceptance by the Longstay Apartments Operator, where written and electronic form and transmission by means of remote communication in accordance with Section 312c (2) of the German Commercial Code (BGB) are permissible. The Longstay Apartments Operator shall be at liberty to decide the form a declaration of acceptance takes. With its application, the Customer relinquishes access to the Longstay Apartments Operator's declaration of acceptance. Booking recommendations sent to the Customer by the Longstay Apartments Operator merely represent non-binding invitations to submit a proposition.

2. The Longstay Apartments Operator shall be entitled to request the presentation of a valid identity document or passport on the Customer's arrival. If the Customer fails to comply with this request, the Longstay Apartments Operator shall be entitled to refuse the service. In this case, Section VII.2 shall apply accordingly.

3. The following shall apply if the Customer orders the services of the Longstay Apartments Operator for use by a third party: (i) The Customer must notify the Longstay Apartments Operator of the name and address of the third party; upon arrival, the Longstay Apartments Operator shall be entitled to request the presentation of a valid identity document or passport of the third party as well as a declaration of commitment from the third party to comply with these General Terms and Conditions. (ii) If the third party fails to comply with the Longstay Apartments Operator 's request, the Longstay Apartments Operator shall be entitled to refuse the service. In this case, Section VII.2 shall apply accordingly.

### **III. PROVISION, HANDOVER AND RETURN OF APARTMENTS AND ROOMS**

1. Reserved apartments and rooms shall be available to the Customer from 3 p.m. on the agreed arrival date. The Customer shall not be entitled to earlier provision.

2. Apartments and rooms must be vacated and made available to the Longstay Apartments Operator by no later than 11 p.m. on the agreed departure date. If the Customer returns the apartment or room at a later time without having arranged this in advance (for example, 'late checkout' arrangement), the Longstay Apartments Operator may seek flat-rate compensation of 50% and in the case of a checkout after 3 p.m. 100% of the daily accommodation rate (list price) for the withholding of the respective apartment or room, the higher cleaning costs due to late checkout, and for lost profit. The Customer shall be at liberty to provide evidence that the Longstay Apartments Operator has not incurred any loss at all or that this is considerably lower than the flat rate.

#### **IV. USAGE, USE, SUBLETTING**

1. The Longstay Apartments Operator shall hand over the respective apartment or room to the Customer solely for accommodation purposes and solely for temporary use. Subletting or other making available for use to third parties not named in the contract shall not be permitted without the prior written consent of the Longstay Apartments Operator. Section 540 BGB shall apply accordingly provided that Section 540 (1) (2) BGB is waived insofar as the Customer is not a consumer. If the Longstay Apartments Operator has given consent to subletting, the Longstay Apartments Operator may withdraw such consent for good cause.

2. The keeping of animals and smoking are generally prohibited within the scope of these General Terms and Conditions. The keeping of animals and smoking shall only be permitted following express approval and in the specially designated apartments and rooms where these are available and limited to dogs only.

3. The Customer is obliged to treat the apartments and rooms as well as the communal areas and amenities with care and consideration. The Longstay Apartments Operator reserves the right to claim compensation for damage caused negligently or deliberately by the Customer which goes beyond normal wear and tear. This relates in particular to damage to the furnishings provided, other water, damp, fire and heat damage caused by the Customer, which in turn may be caused by incorrect use of the windows or kitchen appliances, as well as damage and soiling resulting from the keeping of animals or smoking in the apartments and rooms.

#### **V. SERVICES, PRICES, PAYMENT, OFFSETTING**

1. The Longstay Apartments Operator shall be obliged to have apartments and rooms booked by the Customer available in the category booked and to provide the agreed services. There shall be no entitlement to the assignment of a specific apartment or room.

2. Agreed prices shall include the taxes and local charges applicable at the time of signing the respective contract. These prices shall not include local charges, which are due from guests themselves in accordance with the respective local law (such as tourist tax), even if these are collected by the Longstay Apartments Operator and paid on behalf of guests.

3. Prices shall be adjusted accordingly in the event of an increase in statutory VAT or introduction or increase in local charges on the contractual object after a contract has been signed. This shall only apply to contracts with consumers if the period between signing the contract and fulfilling the contract exceeds a period of four months.

4. The Customer shall be obliged to pay the Boarding House Operator the agreed price or price applicable to the assignment of the apartment or room and further services used by the Customer. This shall also apply to services commissioned directly by the Customer or via the Longstay Apartments Operator which are provided by a third party and paid for by the Longstay Apartments Operator. The prices agreed shall include the respective statutory VAT.

5. The Longstay Apartments Operator may make its approval of a subsequent reduction in the number of reserved apartments and rooms required by the Customer, the service provided by the Longstay Apartments Operator or the Customer's length of stay dependent on an increase in the price of the apartments, rooms and/or of the services provided by the Longstay Apartments Operator.

6. The fee due from the Customer for services provided by the Longstay Apartments Operator shall generally be due and payable immediately upon receipt of an invoice unless other payment terms are agreed. This applies in the same way to advance, interim and final invoices. In the event of payment arrears, the Longstay Apartments Operator shall be entitled to demand the respective applicable statutory default interest, currently 9 percentage points, or in the case of legal transactions in which a consumer is involved, 5 percentage points, above the base interest rate. The Longstay Apartments Operator shall reserve the right to demonstrate greater loss. The Longstay Apartments Operator shall be entitled upon signing a contract to request a security deposit in the form of a credit card guarantee of up to 100% of the fee for the services booked, up to a maximum, however, of three monthly fees, payable no later than on arrival. The statutory provisions shall remain unaffected in the case of advance payments or deposits for package holidays.

7. In justified cases, for example if the Customer is in arrears with payments or the scope of the contract is extended, the Longstay Apartments Operator shall be entitled, even after a contract has been signed, before the start of the stay, to demand a security deposit according to Section 6 above or an increase in the advance payment or deposit agreed in the contract until the agreed payment has been made in full.

8. The Longstay Apartments Operator shall be further entitled to request an appropriate advance payment from the Customer at the beginning of and during their stay to cover existing and future claims arising from the contract.

9. The Customer may only offset undisputed or legally binding claims or claims ripe for decision against Longstay Apartments Operator claims.

10. If the consumer price index for Germany published by the Federal Statistical Office (base year 2010 = 100) changes by more than five per cent in the period between contract signing and start of accommodation, the net accommodation fee shall change by the corresponding percentage. A change shall not be possible once the accommodation service has begun.

## **VI. VAT TREATMENT, TERM OF LEASE**

1. The Customer is aware that apartments and rooms are assigned by the Longstay Apartments Operator solely for the purpose of accommodating third parties in the short term in accordance with Section 12 (2) 11 and Section 4 12 2) of the German VAT Act.

2. The Customer undertakes to use rooms that have been made available solely in the short term, i.e. not continuously for longer than six months at a time in each case.

3. The Customer confirms that such use is not intended and that it will not request or implement such use. If the Customer orders the services of the Longstay Apartments Operator for use by a third party, the Customer shall ensure that the third party has been made aware of the provisions in this Section VI and complies with said provisions. The Customer shall exempt the Longstay Apartments Operator from any disadvantages arising from a breach of the above-mentioned obligations.

4. The Longstay Apartments Operator has the right to archive information relating to the identity, domicile and main place of residence of the Customer as well as of a third party using the services of the Longstay Apartments Operator in accordance with these provisions together with the reservation documentation. Section XIII shall remain unaffected.

5. The Longstay Apartments Operator and the Customer agree that they will endeavour to take the appropriate steps in accordance with the current legal situation and knowledge to ensure compliance with the above-mentioned accommodation terms and conditions. Insofar as tax-related circumstances arise from the current or a future legal situation, which is different from the current situation, the Longstay Apartments Operator and the Customer agree to cooperate and provide mutual support to clarify and rectify these circumstances where appropriate.

## **VII. WITHDRAWAL FROM CONTRACT/NON-UTILISATION OF SERVICE**

1. If there is no contractual or statutory right of withdrawal in favour of the Customer, the Longstay Apartments Operator shall reserve the right to claim the agreed remuneration in spite of non-utilisation of a service. The Longstay Apartments Operator must however take into account income from the assignment elsewhere of an apartment or room as well as the expenses saved.

2. If apartments or rooms are not used and are not leased elsewhere, the Longstay Apartments Operator may request the contractually agreed fee and agree a flat-rate deduction for expenses saved by the Longstay Apartments Operator, in particular for cleaning costs and guest services. The Customer shall be obliged in this case to pay 90% of the contractually agreed price for overnight accommodation including or excluding breakfast, 70% for half board and 60% for full board packages. The Customer shall be permitted to demonstrate that more expenses have been saved than the flat rate and that the above-mentioned claim in this respect does not exist or does not exist at the amount claimed.

3. If a deadline for cancellation free of charge or withdrawal from a contract free of charge has been agreed in written or electronic form between the Longstay Apartments Operator and the Customer, the Customer may cancel its booking or withdraw from a contract prior to this deadline without triggering claims for payment or compensation on the part of the Longstay Apartments Operator. The right to cancel or withdraw on the part of the Customer shall expire if such right has not been exercised in written or electronic form and sent to the Longstay Apartments Operator by the agreed deadline.

## **VIII. WITHDRAWAL ON THE PART OF THE LONGSTAY APARTMENTS OPERATOR**

1. If the Customer fails to pay an invoice by the payment due date or fails to pay an interim invoice or an agreed advance payment within an appropriate additional period stipulated by the Longstay Apartments Operator, the Longstay Apartments Operator shall be entitled to withdraw from the contract, terminate the contract without notice and/or seek compensation on account of non-fulfilment. Other rights on the part of the Longstay Apartments Operator shall remain unaffected.

2. Moreover, the Longstay Apartments Operator shall be entitled to withdraw from a contract prior to assignment of an apartment or room for good cause or to terminate a contract extraordinarily without notice following assignment for good cause. There shall be good cause in particular if:

- the security deposit to be paid in accordance with Section V.6 is not paid within an appropriate period;
- a force majeure or other circumstances for which the Longstay Apartments Operator is not responsible make fulfilment of a contract impossible;
- the services of the Longstay Apartments Operator were booked using misleading or incorrect information relating to important facts (for example, the identity of the Customer);
- the Longstay Apartments Operator has justified grounds for assuming that the use of its service may jeopardise smooth business operations, the security or the public reputation of the Longstay Apartments Operator without this being within the sphere of control and organisation of the Longstay Apartments Operator;
- the Customer assigns an apartment or room to a third party without authorisation;
- the Customer uses an apartment or room contrary to the terms of contract, for example for commercial or other purposes not directly related to overnight accommodation;
- the Customer continually disturbs the peace of Longstay Apartments Operator for long periods.

## **IX. LIABILITY ON THE PART OF THE LONGSTAY APARMENTS OPERATOR**

1. The Longstay Apartments Operator shall be liable for damage resulting from injury to life, limb or health for which it is responsible. Furthermore, it shall be responsible for other damage, which is due to a wilful or grossly negligent breach of obligations by the Longstay Apartments Operator or to a breach of essential contractual obligations for which the latter is responsible. Section 278 (1) BGB shall apply. Further claims for compensation shall be ruled out unless provisions are made otherwise in this Section IX .

2. In the event of disruptions to or defects in the services provided by the Longstay Apartments Operator, the Longstay Apartments Operator shall endeavour to remedy these upon becoming aware of them or upon prompt complaint by the Customer. Liability without fault for initial defects shall be excluded. Section 1 shall remain unaffected.

3. The Customer must notify the Longstay Apartments Operator immediately of obvious defects or other damage in apartments, rooms or their amenities. The Customer shall be liable for further damage caused by late notification. The Customer shall do everything that can be reasonably expected in order to eliminate the respective problem or damage and keep potential damage to a minimum.

4. The Longstay Apartments Operator shall be liable for personal items brought in by the Customer in accordance with statutory regulations, however up to a maximum amount of one hundred times the daily room rate, however no more than EUR 3,500 as well as for cash, securities and valuables up to EUR 800. Cash, securities and valuables up to a maximum value of EUR 15,000 should be kept in the longstay apartment or room safe provided one is present and available. The Longstay Apartments Operator recommends making use of this option.

5. If the Customer is given a parking space in the longstay apartment garage or on the Longstay Apartments Operator's premises, this shall not constitute a safekeeping agreement, even if a charge is made for the parking space. There shall be no surveillance obligation on the part of the Longstay Apartments Operator. In the event of the loss of or damage to vehicles parked on the Longstay Apartments Operator premises, or the contents thereof, the Longstay Apartments Operator shall not be liable except in the case of wilful action or gross negligence. Section 1 above shall apply accordingly.

6. The Longstay Apartments Operator shall provide wake-up calls at the Customer's request. No liability shall be assumed except in cases of wilful intent and gross negligence. Section 1 above shall apply accordingly.

## **X. INTERNET USE**

Use of the Internet in the apartments, rooms and other areas belonging to the Longstay Apartments Operator shall be at the Customer's own risk. The Customer shall be responsible for data transmitted via the Internet, any services used and legal transactions conducted online and shall bear the costs of these. The Customer undertakes to comply with applicable law when using the Internet and in particular not to access or distribute any indecent or illegal content, not to copy, distribute or make available any copyright-protected property, to comply with the rules on the protection of minors, not to send or distribute any harassing, defamatory, threatening, or otherwise illegal content, not to use Internet access to send mass or chain emails ('spam') and/or other forms of inadmissible advertising and in other respects refrain from doing anything that could expose the Customer themselves and/or the Longstay Apartments Operator to third party liability claims. The Customer shall exempt the Longstay Apartments Operator from any damages and claims by third parties which are based on illegal use of the Internet and/or a breach of the provisions in this Section X. This right to exemption shall also include all the Longstay Apartments Operator's costs and expenses arising from legal and extrajudicial recourse and the defence of claims.



## **XI. LIMITATION OF LIABILITY IN TIME**

All claims by the Customer against the Longstay Apartments Operator arising from or in connection with a contract shall become statute-barred in one year. The limitation of liability in time shall commence on the date on which the respective claim arises and the creditor becomes aware of the circumstances justifying the claim and the identity of the liable party, or should have become aware of without gross negligence. A shortening of the limitation period shall not apply in the case of claims, which are based on a wilful or grossly negligent breach of obligations by the Longstay Apartments Operator or in the event of injury to life, limb or health. Moreover, Section 199 (2) to (5) BGB shall apply.

## **XII. FINAL PROVISIONS**

1. Changes or additions to a contract, acceptance proposal or these General Terms and Conditions shall require the written form. This also applies in particular to the withdrawal of this requirement for written form.

2. The place of performance and payment shall be the place where the apartment or room made available to the Customer is located.

3. German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods and conflict of laws provisions shall not apply. The place of jurisdiction shall be the place where the apartment or room made available to the Customer is located.

4. Should individual provisions in these General Terms and Conditions be or become ineffective, this shall not affect the effectiveness of the other provisions. In the event that one of the provisions shall be ineffective, Sections 133, 157 BGB shall apply accordingly. The same shall apply in the event of any gaps in the provisions.

## **XIII. COLLECTION AND STORAGE OF PERSONAL DATA**

The collection, storage and use of personal data by the Longstay Apartments Operator shall take place within the framework of statutory regulations. Details can be found in the Longstay Apartments Operator 's Privacy Policy.