

1) Scope

a) The following Terms & Conditions apply to contracts under which SEEGER Living GmbH rents out apartments for accommodation as well as providing goods and services to the customer in conjunction with this (accommodation contract).

b) Subletting or re-letting the apartment, using the apartment for purposes other than residential purposes and using areas outside of the rented apartment requires the prior written consent of SEEGER Living and may be made dependent upon payment of an additional fee; section 540 (1) sentence 2 German Civil Code (BGB) is hereby waived insofar as the customer is not a consumer.

c) Terms & Conditions of the customer shall only apply if they have been expressly agreed in writing in advance.

2) Conclusion of the contract, contracting partner, limitation period

a) A contract is concluded when SEEGER Living accepts the customer's request. Acceptance of the booking will be confirmed in writing or electronic form.

b) The contracting partners are SEEGER Living and the customer. If a third party has placed an order for the customer, this third party shall be joint and severally liable for all obligations arising from the accommodation contract, provided SEEGER Living has a corresponding declaration from the third party to this effect.

c) As a general rule claims against SEEGER Living lapse one year from the commencement of the statutory limitation period. Claims for damages have a limitation period of five years regardless of knowledge. This reduction of the limitation period does not apply to claims arising from the breach of an obligation by SEEGER Living as a result of an intentional act or omission, or gross negligence.

3) Services, prices, payment, offsetting, fees for opening the apartment

a) SEEGER Living is obligated to hold the apartment booked by or for the customer or an equivalent apartment in their own or another hotel business in readiness for the customer and to provide the agreed services.

b) The due date for the accommodation costs depends on the rates booked.

c) Free cancellation is only possible with the corresponding booked rates. In the event of bookings which are not cancelled in time or non-arrivals 80 % of the expected final invoice amount will be charged. The customer is free to provide evidence that SEEGER Living's losses were zero or considerably less.

d) The customer is obligated to pay for the goods and services resulting from the aforementioned accommodation contract as well as any further goods and services used by the customer. This also applies to services used and expenses incurred by the customer which were arranged by SEEGER Living. The agreed prices include statutory VAT.

e) SEEGER Living may make their consent to a subsequent reduction in the number of booked apartments requested by the customer dependent upon additional services or the customer's length of stay that increase(s) the price for the apartment(s) and/or for the other services.

f) SEEGER Living is entitled to demand reasonable prepayment before concluding a contract with the customer in the form of a credit card guarantee, an advance payment or similar. In the event that the customer defaults on payment for reasons for which the customer is responsible, SEEGER Living is entitled to demand prepayment or provision of security in terms of the previous sentence, even after the conclusion of the contract up to the commencement of the customer's stay, after sending the customer a written warning.

g) Animals and bikes are not permitted in nor may be housed in the apartment building.

h) The customer will be charged 79.00 euro to open the room/apartment provided to them. This fee will not be charged in the event of technical reasons, such as a defective door/locking mechanism. The fee will also not be charged if other reasons for which the customer is not responsible necessitate SEEGER Living opening the room/apartment.

4) Withdrawal by SEEGER Living

a) SEEGER Living GmbH is entitled to withdraw from the contract if an agreed or demanded prepayment or provision of security pursuant to section 3 (f) sentence 1 or sentence 2 above has not be paid, even after SEEGER Living GmbH has set a reasonable grace period.

b) Furthermore SEEGER Living GmbH is entitled to extraordinarily terminate the contract for objectively justified reasons, for example in the event of:

- force majeure or other circumstances for which SEEGER Living GmbH is not responsible which prevent the fulfilment of the contract;
- rooms booked with misleading or incorrect information about important facts, such as the customer's personal information or the purpose of their stay;
- SEEGER Living has a justified reason to accept that the use of the accommodation services may endanger the smooth operation of the hotel, its security or public reputation, without this being attributable to the management or organisational areas of SEEGER Living GmbH;
- the breach of the above section 1 b).

c) The customer does not have any right to damages in the event of SEEGER Living's justified withdrawal.

d) SEEGER Living may halt/demand the cessation of non-approved job interviews, sales events and similar events.

e) If SEEGER Living has a claim against the customer for damages in the event that SEEGER Living withdraws from the contract in accordance with b), c) or e) of this section 4, SEEGER Living may demand lump-sum compensation. Section 4 c) applies in this case accordingly. The customer may prove that in these cases SEEGER Living's losses were zero or considerably less.

5) Ordering an apartment, handover and return

- a) The customer does not acquire the right to demand a particular apartment. However should this exception be confirmed in the order confirmation or accommodation contract, but not be available, SEEGER Living is obligated to find an equivalent replacement from their accommodation or to endeavour to provide other comparable accommodation.

b) The apartment must be vacated by no later than 12.00 on the agreed day of departure. After this time SEEGER Living may charge a late check-out fee amounting to 50% of the full room rate (list price) for use of the room later than contractually agreed up to 18.00 or 100% for use of the room after 18.00. This does not give rise to any contractual rights of the customer. The customer is free to provide evidence that

c) SEEGER Living's losses were zero or considerably less.

6) Liability of SEEGER Living

a) SEEGER Living shall be liable for their obligations resulting from the contract with the due care and diligence of a prudent businessman. All claims of the customer for damages shall be excluded, except for losses resulting from injury to life, body or health if this is the result of the breach of an obligation, other losses resulting from an intentional act or omission, or grossly negligent breach of an obligation and losses resulting from an intentional act or omission, or grossly negligent breach of obligations typical for the contract. The breach of an obligation by a statutory representative or vicarious agent of SEEGER Living is deemed to be the breach of an obligation by SEEGER Living. In the event of problems or defects in performance within the scope of the accommodation contract, SEEGER Living shall endeavour to remedy the problem or defect upon becoming aware of this or upon a prompt complaint lodged by the customer. The customer is obligated to provide reasonable assistance with remedying the problem/defect and to minimise losses.

b) Money, bonds and valuables up to the maximum sum insured may be stored at the reception of SEEGER Living GmbH. SEEGER Living GmbH recommends that customers make use of this opportunity. Liability claims shall expire if the customer does not immediately inform SEEGER Living of any loss, destruction or damage (section 703 BGB). Liability is only assumed if the apartment or container in which the items were left was locked.

7) Final provisions

a) Sole jurisdiction in commercial matters is vested in the courts in the place of SEEGER Living GMBH (haftungsbeschränkt)'s registered office, even for disputes regarding cheques and exchanges.

b) Should an individual provision of these Terms & Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other aspects the statutory provisions shall apply.