

# **JOYN General Terms and Conditions**

## **JOYN – c/o Upartments Real Estate GmbH, Leipzig**

### **Scope**

These terms and conditions shall apply to contracts for the rental provision of apartments for the purpose of accommodation, as well as for all further hotel services and deliveries performed for the client. Hotel in the following context stands for the operation of accommodation “JOYN – serviced living”, the individual rooms shall hereinafter be referred to as apartments.

a) The subleasing or subletting of the apartments provisioned, as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby Section 540 (1) sentence 2 BGB [German Civil Code] applies to the extent the client is not the consumer.

b) The client's terms and conditions only apply if this has been agreed in writing in advance.

### **Conclusion of contract, contractual partner; statute of limitations**

The contract shall be effected through the hotel's acceptance of the client's application. The hotel shall be free to confirm the apartment booking in writing. The contractual partners shall be the hotel and the client. If a third party places an order on behalf of the client, it shall be liable vis-à-vis the hotel together with the client as joint and several debtors for all obligations from the accommodation contract.

In principle, all claims against the hotel shall become statute-barred in one year from the start of the statutory limitation period. Claims for damages shall become statute-barred in five years independent of knowledge. A shortening of the limitation period shall not apply for claims that are based on an intentional or grossly negligent violation of duty on the part of the hotel.

### **Services, prices, payment, set-off**

The hotel shall be obliged to provide the apartment booked by the user recipient and to perform the agreed services. The client shall be obliged to pay in advance the hotel's prices which have been agreed or are applicable for the provision of the apartment and any services the client makes use of. This shall also apply for services requested by the client and for the hotel's expenditure paid to third parties. The agreed prices shall include the currently applicable, statutory value-added tax. If the value-added tax rate changes on the day of the provision of service, the prices agreed in each case shall change accordingly. The hotel shall be entitled to subsequently collect the increase in value-added tax.

If the time period between the conclusion of contract and contract performance shall exceed four months and if the price generally calculated for such services by the hotel increases, the hotel may raise the contractually agreed price to an appropriate level, however by not more than 5 %. The prices can be further changed by the hotel if the client subsequently desires changes to the number of booked apartments, the hotel's services or the duration of the guests' stay and the hotel agrees to this.

Hotel invoices without a due date are payable immediately upon receipt without deductions. The hotel shall be entitled to call in accumulated debts at any time and to demand payment without delay.

If payment is delayed, the hotel shall be entitled to demand the respectively valid legal default interest in the current amount of 8 %, or in the case of legal transactions in which the consumer is a participant, in the amount of 5 % over the basic interest rate.

The hotel reserves the right to provide proof of higher damages. The hotel is entitled to demand an appropriate pre-payment or collateral payment upon the conclusion of the contract or thereafter. The amount of the pre-payment and the payment deadlines can be agreed in writing in the contract. The client can only off-set, retain or reduce a claim by the hotel with an undisputed or legally effective claim.

### **Terms of cancellation**

Withdrawal on the part of the client from the contract concluded with the hotel requires the written consent of the hotel. If this does not occur, then the agreed price from the contract is also to be paid even if the client does not make use of the contractual services.

This shall not apply upon the violation of the hotel's obligation to consider the rights, legally protected rights and interests of the client if, as a result, it is no longer reasonable to expect the latter to adhere to the contract or the client is entitled to some other legal or contractual right of withdrawal. Insofar a date for withdrawal from the contract has been agreed in writing between the hotel and the client, the latter can withdraw from the contract until then without triggering claims of payment or compensation on the part of the hotel.

The client's right of withdrawal shall expire if, up to the agreed date, it has not exercised its right of withdrawal in writing vis-à-vis the hotel, insofar a case of the client's withdrawal pursuant to Clause 4. a) Sentence 3 is not present. In the case of apartments not used by the client, the hotel must set off the income from renting the apartments to other parties and the saved expenses.

The hotel shall be free to demand the contractually agreed remuneration and to lump together the deduction for saved expenses. In this case, the client shall be obliged to pay at least 90 % of the contractually agreed price for overnight accommodation with or without breakfast. If not agreed otherwise, the following free-of-charge conditions of cancellation apply:

For an online booking, the client has the one-time right to cancel or to change the booking free-of-charge within 24 hours. Changed terms of cancellation apply for group reservations of 9 apartments or more:

- Length of stay 1 to 6 nights until 30 days before arrival, then 50 % deposit
- Length of stay 7 to 29 nights until 60 days before arrival, then 50 % deposit
- Length of stay 30 nights and longer until 90 days before arrival, then 50 % deposit

The client is free to prove that the aforementioned claim has not arisen or has not arisen in the required amount.

### **Withdrawal on the part of the hotel**

Insofar a free-of-charge right of withdrawal on the part of the client was agreed in writing within a certain period, the hotel is entitled for its part within this time period to withdraw from the contract if there are enquiries from other guests for the contractually booked apartments and the client does not waive its right to withdrawal upon the enquiry of the hotel.

If an agreed pre-payment or pre-payment demanded according to Clause 3. e) and/or f) above is not made in a timely manner, then the hotel shall also be entitled to withdraw from the contract. Furthermore, the hotel is entitled to withdraw extraordinarily from the contract for objective reasons, for instance if force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible, apartments are booked under misleading or erroneous statements of essential facts, e.g. in the person of the client or of the purpose, the hotel has justified reasons to assume that the use of the accommodation services can endanger the smooth running of business, the security or the reputation of the hotel in public, without this being attributable to the hotel's area of control or organisation, an infraction against the aforementioned Clause 1.2. is present.

The hotel must inform the client without delay of their exercising the right of withdrawal. In the event of justified withdrawal by the hotel, no claim to compensation arises for the client.

### **Apartment provision, handover and return**

The client does not acquire any claim to the provision of specific apartments. Booked apartments are available to the client starting at 2:00 pm on the agreed date of arrival. The client has no claim to any earlier provision. On the agreed departure day, the apartments are to be vacated and made available to the hotel no later than by 11:00 am. If later, due to the delayed vacating of the apartment, the hotel can charge 50 % of the full accommodation price (list price) for its use exceeding the contract up to 6:00 pm, and from 6:00 pm on 100 %. Contractual claims of the client are not justified hereby. The client shall be free to prove that the hotel has no claim or a substantially lower claim to usage fees.

### **Liability of the hotel**

The hotel shall be liable with the care of a prudent businessman for its obligations from the contract. Claims of the client for compensation are excluded. Excepted from this are damages from injury to life, limb or health if the hotel is responsible for the breach of duty and other damages that are based on an intentional or grossly negligent breach of duty on the part of the hotel.

A breach of duty by the hotel is equal to that of a legal representative or vicarious agent. Should disruptions or deficiencies in the services of the hotel occur, the hotel shall endeavour to remedy the situation if it becomes aware of such disruptions or deficiencies or if the client complains immediately. The client shall be obliged to do what is reasonable to remedy the disruption and to keep the damages as minimal as possible.

For items brought in to the hotel, the hotel is liable to the client according to the legal provisions, meaning up to one-hundred-fold of the apartment price, at the most € 3,500.00, as well as for money and valuables up to € 800.00. The liability claims expire if the client does not notify the hotel (Section 703 BGB [German Civil Code]) immediately upon receiving knowledge of loss, destruction or damage.

If a parking space is made available to the client in the hotel's own garage, also for a charge,

this shall not represent a safekeeping contract.

The hotel shall not be liable upon the disappearance of, or damage to, motor vehicles and bicycles parked or manoeuvred on the property and their contents, except in cases of intent or gross negligence. Above-mentioned paragraph a) sentences 2 to 4 apply accordingly.

Messages, post and shipments of goods for the clients shall be treated with care. The hotel shall assume the delivery, storage and – upon request – against payment, the forwarding of same. Above-mentioned paragraph a) sentences 2 to 4 apply accordingly. This shall not result in a custody order.

No liability shall be assumed for items found. They shall only be sent back upon request and for a charge. The hotel shall commit to storage for three months.

### **Final provision**

Changes and supplements to the contract, the application acceptance or these General Terms and Conditions for Accommodation require the written form. This also applies for the removal of this written form clause. One-sided changes or supplements by the client are ineffective.

Place of performance and payment shall be the registered office of the hotel.

Sole jurisprudence – also for cheque and exchange disputes – shall be the registered office of the hotel. Insofar a contractual partner fulfils the prerequisite of Section 38 (1) ZPO [German code of civil procedure] and has no general place of jurisdiction in Germany, the registered office of the hotel will also apply as the place of jurisdiction. German law shall apply.

The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions shall be excluded. Should individual provisions of these General Terms and Conditions for Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply.