



GENERAL TERMS AND CONDITIONS

§1 SCOPE OF APPLICATION

1. These terms and conditions govern contracts for the rental of residential space for accommodation purposes ("**apartments**") as well as all other services and supplies provided to the guest by BlackF House GmbH, Waldkircher Straße 30, 79106 Freiburg ("**Black F**") as operator of Black F Serviced Apartments.
2. These terms and conditions apply exclusively. The guest's terms and conditions shall not apply, irrespective of their respective content, unless explicitly acknowledged by Black F beforehand in text form.

§2 CONCLUSION OF CONTRACT, PARTNER, STATUTE OF LIMITATIONS

1. The accommodation contract comes into effect with the acceptance of the guest's application by Black F. Acceptance by Black F is made by a booking confirmation in text form, at the latest however, by the provision of the apartments.
2. The contractual parties are Black F and the guest. If a third party has made the reservation on behalf of the guest, the third party shall be liable to Black F together with the guest as joint debtor for all obligations arising from the accommodation contract. The third party then becomes the contractual partner.
3. The subletting and further letting of the provided apartments as well as their use for other than accommodation purposes require the prior consent of Black F in text form. The same applies to the use of the apartment by persons / visitors exceeding the number of guests stipulated in the contract.
4. All claims against Black F are generally subject to a limitation period of one year from the beginning of the statutory limitation period. This does not apply to claims for damages and other claims if the latter are based on an intentional or grossly negligent breach of duty by Black F.

§3 SERVICES, PRICES, PAYMENT, SET-OFF CLAIMS

1. Black F is obliged to provide the apartments booked by the guest or an equivalent replacement thereof and to provide the agreed services.
2. The guest is obligated to pay the prices agreed upon or applicable for the provision of accommodation and the additional services used by the guest. This also applies to services ordered by the guest directly or through Black F, which are provided by third parties and disbursed by Black F.
3. The agreed prices include the respective applicable value added tax ("VAT"). Should the applicable VAT rate for the contractual services increase or decrease after the conclusion of the contract, the prices will be adjusted accordingly.
4. If the period between the conclusion of the contract and the fulfilment of the contract exceeds four months and if the price generally charged by Black F for respective services increases, Black F is entitled to increase the contractually agreed upon price appropriately, but not by more than 10%.
5. Black F is entitled to change the prices if the guest subsequently requests changes in the number of booked apartments, the services provided by Black F or the length of stay of the guests and Black F agrees to this. Changes must be made in text form.
6. If the guest could make special non-contractual requests during the booking process, these are always non-binding. The guest has no right to demand that the apartment comply with these extra-contractual special requests, unless explicitly confirmed by Black F in text form.
7. Payment by means of the selected payment method must be made on the date of arrival at the latest. The date of arrival is 6:00 p.m. of the booked day of arrival. For long-term stays of more than one month (29 days or more), only the amount for the first month will be charged immediately. The amount for the following month will be charged three days after the end of the previous month at the latest. Black F is entitled to demand immediate payment for any accumulated charges at any time. In the case of delayed payment, Black F is entitled to demand the respectively applicable statutory default interest as defined in section 288 German Civil Code. Black F reserves the right to claim damages exceeding the amount of such statutory default interest.
8. For each overdue notice upon the guest's default of payment, dunning costs of 5.00 Euro will be charged. The guest is free to prove that these have not been incurred or have not been incurred in the requested amount.
9. Black F is entitled to demand an appropriate advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment or security deposit and the payment dates can be agreed upon in writing in the contract. In this case, Black F is entitled to use the security deposit in the event of non-compliance with payment dates regarding the respective agreed remuneration, e.g., by collecting the agreed remuneration by credit card.
10. The guest may only set-off a claim by Black F with a claim which is undisputed or decided with final, res judicata effect.

§4 SMOKING BAN, PETS, ADMISSION OF VISITORS

1. The Black F apartments are non-smoking apartments. Smoking is therefore not allowed in the apartments. This also applies to e-cigarettes. In case of a violation Black F is entitled to terminate the contract without notice. In addition, Black F may charge the guest with a special cleaning fee of at least 150.00 EUR for nicotine smell in the apartment. Black F reserves the right to charge the guest for any costs incurred in connection with the activation of the fire alarm system because of a violation of this smoking ban.
2. The keeping of a pet in the apartment requires the consent of Black F. The guest is obliged to announce the wish to bring a pet in advance. If Black F consents to the bringing of a pet, this is done under the condition that the pet is under the constant supervision of the guest and is free of disease and does not represent any other danger to the Black F guests and Black F staff. The contractual party or guest who brings an animal with him must have a corresponding animal liability insurance or a private liability insurance that also covers possible damages caused by animals. Proof of such insurance must be provided upon request by Black F.
3. A fee of EUR 10.00 per night is charged for the pet. Exceptions are, however, guide dogs helping the blind, visually impaired or deaf persons and other comparable service dogs. These may be carried free of charge and at any time upon presentation of documentation to Black F.
4. The guest is obliged to use the apartment only within the contractually agreed upon framework and only by the foreseen persons. The overnight stay of visitors requires prior consent of Black F in text form. In case of violation, Black F is entitled to charge the guest a flat rate surcharge of EUR 100.00 per night and visitor and to terminate the accommodation contract without notice.

§5 PROVISION, HANDOVER AND RETURN

1. The guest is not entitled to the provision of specific apartments.
2. Booked apartments are available to the guest from 3 p.m. on the agreed day of arrival.
3. On the agreed day of departure, the apartment must be vacated and made available to Black F by 11:00 a.m. at the latest. Black F can claim compensation for use beyond this time as follows: 80% of the regular daily rate (list price), if the return takes place by 6:00 p.m.; 100% of the regular daily rate (list price), if the return does not take place by 6:00 p.m. Nothing in the above shall be construed as to granting any contractual claims to the guest. The guest is at liberty to prove that Black F has suffered no or less damage. Black F is at liberty to claim higher damages.
4. The apartments must be returned in the condition as found by the guest. The guest must remove all personal belongings from the apartments and dispose of any food and garbage he/she brought with him/her. In case of violation Black F is entitled to charge the guest an increased cleaning fee of EUR 45.00.
5. The apartments of Black F may be booked for a maximum of 182 days.

§6 CANCELLATION BY THE GUEST OR NON-USE OF SERVICES (NO SHOW)

1. If the guest cancels the trip or does not show up on the day of arrival, Black F is entitled to assign the booked apartment to someone else.
2. A withdrawal of the customer from the contract concluded with Black F is only possible if a right of withdrawal has been explicitly agreed upon in the contract, a statutory right of withdrawal applies or if Black F explicitly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a contract cancellation must be in text form in each case.

The following cancellation conditions apply to the guest:

Short stays of 2 nights:

- Cancellation before 6 pm on the day of arrival: cancellation free of charge
- Cancellation after 6 pm on the day of arrival: cancellation fee of 100% of the cost of the entire stay

Short term stays 3-6 nights

- Cancellation up to 3 days before arrival: cancellation free of charge
- Cancellation 3 days or more before arrival date: cancellation fee of 90% of the cost of the entire stay

Medium term stays 7-28 nights:

- Cancellation up to 7 days before arrival date: cancellation free of charge
- Cancellation less than 7 days before arrival date: cancellation fee of 80% of the cost of the entire stay

Long term stays from 29 nights:

- Cancellation up to 14 days before arrival: free of charge

- Cancellation less than 14 days before arrival date: cancellation fee of 70% of the cost of the entire stay

The date of arrival is 6:00 p.m. of the booked arrival day. In case of early departure of the guest after check-in, the cancellation conditions apply. If a right of cancellation has already expired, there is also no legal right of cancellation of termination, and if Black F does not agree to a cancellation of the contract, Black F retains the right to the agreed upon compensation despite the guest not making use of the service. For unused apartments, which Black F has been able to rent out otherwise, the income from the other rental as well as the saved expenses shall be considered.

3. If the apartments are not rented to another party, Black F is free to deduct the saved expenses at a flat rate. The guest is then obliged to pay 90% of the contractually agreed price for the rental of the apartments. The guest is, however, allowed to prove that Black F has suffered no or less damage.
4. For group bookings of more than 5 apartments, separate payment and cancellation conditions apply, which are specified in the corresponding contracts. For bookings during event and trade fair times, different cancellation deadlines apply. These will be indicated in the booking process and on the booking confirmation.

§7 WITHDRAWAL OF BLACK F

1. If it has been agreed that the guest can withdraw from the contract free of charge within a certain period, Black F is entitled to withdraw from the contract during this period if there are inquiries from other customers about the booked apartments, and the guest does not waive his right to withdraw from the contract upon request by Black F within a reasonable period.
2. If an advance payment or security deposit agreed upon or demanded according to § 3 section 9 is not made even after a reasonable grace period set by Black F has expired, Black F is also entitled to withdraw from the contract.
3. Furthermore, Black F is entitled to withdraw from the contract for an objectively justified reason, for example if
 - a. force majeure or other circumstances beyond Black F's control make it impossible to fulfil the contract;
 - b. the apartment is booked under misleading or false statements of facts essential to the contract, for example those that relate to the guest or the purpose of contract;
 - c. Black F has reason to believe that the use of the booked apartments may endanger the peace of the house, the security, or the public reputation of Black F, without this being attributable to Black F's sphere of control or organization.
4. Black F must inform the guest immediately about the exercise of the right of cancellation/termination.
5. In case of a justified withdrawal by Black F, the guest has no right to claim for damages.

§8 LOSS OR DAMAGE OF ITEMS BROUGHT ALONG

Black F is liable to the guest for items brought in according to the legal regulations. Black F recommends the use of the central building safe. If the guest wishes to deposit money, securities, and valuables with a value of more than 800 Euro or other items with a value of more than 3.500 Euro, a separate storage agreement with Black F is required.

§9 TECHNICAL EQUIPMENT AND CONNECTIONS

1. The use of the guest's own electrical equipment using the apartment's power supply system is at the guest's own responsibility. Any malfunctions or damages to the technical equipment of the apartment caused using these devices are at the expense of the guest, insofar as Black F is not responsible for them.
2. The guest is prohibited from illegal file sharing via the Internet connection provided by Black F. This includes any upload or download of copyrighted data in any form. The guest is liable for all damages incurred to Black F and/or the holder of rights due to the violation of rights.

§10 ACCESS OF BLACK F

Black F has the right to enter the rented apartment for weekly cleaning and linen change, as well as, upon agreement with the guest, to carry out repairs, read electricity and water meters, and to inspect the apartment in connection with the follow-up rental. In case of imminent danger, Black F is also entitled to enter the apartment without agreement with the guest.

§11 DUTIES OF CARE OBLIGATIONS OF THE GUEST, LIABILITY OF THE GUEST FOR DAMAGES

1. The guest is obligated to treat the apartment and its inventory as well as the communal facilities with care and to prevent damage. In particular, the guest shall avoid excessive soiling, regularly dispose of waste in a pro-per manner and ensure a minimum of order so that the agreed weekly cleaning can be easily carried out and the apartment can be kept in a clean and hygienic condition by the standard cleaning measures carried out in this context. Black F is entitled to charge the guest the full amount of any increased cleaning costs due to significantly excessive soiling or disorder. If the guest does not fulfil his obligations even after a written warning in text form, Black F is entitled to terminate the accommodation contract without notice.
2. The guest is liable for all damages to the building or inventory caused by their visitors, employees or other third parties from his sphere of influence, including himself/herself. In addition, the guest is also liable for all other damages and expenses that are incurred due to improper use of the rental object or objects brought in. This also includes costs that are incurred due to negligent triggering of fire alarm systems (smoke detectors) (especially costs of a chargeable fire brigade deployment).
3. Each apartment has an inventory list, on which the inventory available in the respective apartment is listed. The guest is obliged to check this inventory list for completeness and to inform Black F immediately about any deviations from it. The guest must reimburse Black F for the costs of the missing items at the time of return of the apartment at their current value.
4. Black F is entitled to settle costs for the repair of damages to the apartment or the inventory culpably caused by the guest or visitors from the security deposit provided by the guest according to § 3 number 9. Black F will determine the costs for the removal of the damages beforehand by obtaining a cost estimate from a contractor adequately qualified for the repair in question
5. The guest is obligated to make a reasonable contribution to remedy the damage and to keep any possible damage to a minimum.

§12 LIABILITY OF BLACK F

1. Black F shall be liable for damages to life, physical integrity or health for which it is responsible as well as for other damages which are based on an intentional or grossly negligent breach of duty by Black F or on an intentional or negligent breach of contract-typical obligations of Black F. A breach of duty by Black F is equal to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in § 12.
2. If the guest is provided with a parking space on an in-house parking garage, this does not constitute a contract regarding safekeeping, regardless of the applicability of fees. In case of loss of or damage to motor vehicles and bicycles parked or maneuverer on the property and their contents, Black F is only liable in accordance with the provisions of the above section 1.
3. Messages, mail and consignments of goods for the guests will be handled with care. Black F will take over the delivery, storage and - if desired - the forwarding of the items (for a fee); the above section 1 applies accordingly. This does not constitute a contract regarding safekeeping.

§13 CONCLUDING PROVISIONS, HOUSE RULES

1. The contract language is German.
2. These general terms and conditions also include compliance with our house rules, which are also available on our homepage in their currently valid version.
3. Amendments or supplements to the contract, the acceptance of applications or these terms and conditions for the rental of apartments should be made in writing. Unilateral changes or additions by the guest are invalid.
4. Place of performance and payment is the registered office of Black F. Exclusive place of jurisdiction - also for check and bill of exchange disputes - is, if the guest is a businessman, the registered office of Black F. If a contractual party fulfils the requirements of section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction is Black F's registered office.
5. This contract shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws are excluded.
6. Should individually provisions of these general terms and conditions and/or the contract for the rental of apartments be or become invalid or void, the validity of the remaining provisions shall not be affected. In this case, the statutory provisions shall apply.

BLACK 