

# GENERAL TERMS AND CONDITIONS OF BUSINESS OF TIMEHOUSE BETREIBER GMBH & CO. KG, HEREINAFTER REFERRED TO AS TIMEHOUSE

## **#SCOPE**

These general terms and conditions of business apply to all accommodation-hosting contracts and reservations which are concluded between Timehouse and third parties (guest), as well as for all additional services of Timehouse which are provided. Subletting or subleasing, as well as use for purposes other than that which has been agreed require our prior written agreement.

## **RESERVATIONS, RESALE**

By means of the acceptance of a reservation carried out by the guest, an accommodation contract will come into existence. This agreement, in the form of a reservation of ordered living suites, is binding on both contracting partners. No claim to the use of accommodation services in a specific suite shall exist, however a claim does apply to the booked category or higher. Timehouse reserves the right to let the reserved rooms elsewhere once the reservation has expired. The guest will receive a binding booking and reservation number from Timehouse. Following an express request, the guest will also receive a written confirmation of reservation. Timehouse reserves the right to impose restrictions which are customary in the sector, such as minimum stay, booking guarantees or numbers for certain dates.

Reselling/subletting or the further brokerage of booked rooms is prohibited. In particular, the further brokerage of rooms and/or room contingents to third parties at prices which exceeds the actual room prices is prohibited. The assignment or sale of the claim against Timehouse is also prohibited. In such cases, Timehouse is entitled to cancel the booking, in particular if the guest has made untruthful statements to a third party concerning the type of booking or payment

at the time at the time of the assignment or sale. Use of the hotel room for purposes other than accommodation is expressly prohibited.

### **GUARANTEED RESERVATIONS AND CANCELLATION DEADLINES**

In case of a no show, the full fee for the booked stay will be charged at 100%. Should more than one overnight stay have been booked, Timehouse will attempt to let the suite elsewhere by agreement with the guest. Should this not be possible, the costs must be borne by the guest. All booked rates with included special terms, such as non-refundable rates cannot be refunded or altered under any circumstances. Please familiarise yourself with the cancellation terms in your direct reservation confirmation.

### **PAYMENT TERMS AND PAYMENT METHOD**

Unless stated separately in the reservation confirmation, the price of the entire accommodation service which has been booked must always be paid to Timehouse by the guest, at the latest at the time of departure. We require your credit card details as a guarantee in case of payment on departure.

Valid payment methods are cash in EUR, EC-Maestro cards, Mastercard, VISA card and American Express. In case of payment by bank transfer, the complete payment amount must have been received in our bank account at least one working day prior to arrival. Please state the reservation number and the name of the guest who will be staying under purpose of payment.

### **GUARANTEE**

In order to guarantee your reservation, we require a valid credit card number, including the expiry date. Unless other conditions are stated in the reservation confirmation, the credit card will not be charged, rather it merely serves the purpose of guaranteeing the reservation.

## **TAXES AND FEES**

The prices which apply are gross prices in full and include all statutory taxes, fees and duties. Should taxes, fees and duties change, or should new taxes, fees and duties of which the parties are currently aware be introduced in a valid manner, Timehouse reserves the right to adjust the prices accordingly.

## **USAGE OPTIONS OF RESERVED ROOMS**

Reserved suites are available to the guest from 3pm on the day of arrival until 12am on the day of departure. Following a request and depending on availability, late checkout can be agreed with the hotel in advance. Should the hotel agree to a late checkout, the hotel is entitled to charge 20.00 EUR per commenced hour for the additional use of the room. For arrivals after 3pm, the full daily rate for the suite will be charged. No contractual claim to a late checkout exists, rather this depends on availability and agreement with the hotel itself. Should the apartment be damaged, contaminated or used in a way which goes beyond the extent which is normal, corresponding repairs or extra cleaning will be charged to the guest at 100% of the costs.

## **WITHDRAWAL BY THE HOTEL**

If a right of withdrawal by the customer within the specified time period was agreed in writing, the hotel is entitled to withdraw from the contract within this time period if they receive booking enquiries from other customers for the contractually reserved room, and if the customer does not waive his/her right to withdrawal on request by the hotel.

Should an agreed advance payment not be made on time, the hotel is also entitled to withdraw from the contract.

Furthermore, the hotel is entitled to withdraw extraordinarily from the contract for a relevant and legal reason, such as

– force majeure or other circumstances for which the hotel is not responsible which make fulfilment of the contract impossible;

- rooms booked using misleading or false information pertaining to significant issues, e.g. concerning the identity of the customer or his/her visit purposes;
- justified reasons for the hotel to assume that the use of the hotel services could endanger the seamless business operation, without this being attributable to the area of management or organization of the hotel;
- a breach of the regulations pertaining to subletting or subleasing contained in these general terms and conditions of business, see above. The customer is obliged to immediately clarify with the hotel without the need for a request to be issued, however at the latest at the time of conclusion of the contract, if the terms of use and/or the event, be this due to its political, religious or other character, could be detrimental to the public interest or impair the interests of the hotel. Newspaper adverts, other advertising and publications which demonstrate a connection to the hotel generally require the written consent of the hotel.

Should the customer breach the above clarification obligation or should a publication take place without such consent, the hotel has the right to cancel the event.

In the case of a legal withdrawal on behalf of the hotel, the customer shall not be entitled to any compensation claims. In case of compensation claims on the part of the hotel, the statutory provisions shall apply.

#### **LIABILITY OF TIMEHOUSE**

Liability in the non-performance typical area is limited to losses, consequential losses or disruptions which are due to intent or gross negligence, with the exception of § 309 Number 7. The customer is obliged to contribute with any reasonable possible action in order to remedy the disruption and minimize possible damages.

The hotel assumes liability towards the customer for property brought into the hotel to the extent defined by the legal provisions. The claims for liability expire unless the customer notifies the hotel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). Messages, post and packages are handled for guests with care. The hotel will deliver, hold, and upon request, dispatch them for a fee. Compensation claims are excluded, except in case of gross negligence or intent.

### **PARKING**

If the customer was provided a space in the hotel garage, including for a fee, this does not constitute a safekeeping agreement. Timehouse is not subject to any monitoring obligation. Timehouse incurs liability for all damage within the framework of the provisions in the paragraph above. The guest is obliged to provide immediate notification of damage and, in case of obvious damage, prior to leaving the parking facility. Timehouse does not incur liability for damage which is the sole responsibility of other tenants or other third parties. No claim to a specific parking space exists, rather this depends on the availability of the assigned Timehouse parking areas.

### **FOOD AND DRINK**

The consumption and preparation of food in your second home is permitted, provided that this does not cause unreasonable ours or disrupt other guests. It is permitted to consume food and drink from outside in the public areas.

### **ALARM**

Should a guest cause a fire alarm due to negligent behavior, the bill from the fire service will be passed on to the guest 1:1

## **SMOKING BAN IN THE HOTEL**

Timehouse is a smoke free hotel. Therefore, it is not permitted to smoke either in the public areas or in the guest rooms. In case of a breach of the smoking ban, Timehouse has the right to charge the guest the sum of 200.00 EUR as compensation for the separate cleaning costs incurred, including any loss of revenues due to the room not being able to be let. Should the room not be capable of being let for the following nights due to the smell, despite special cleaning, the guest must provide compensation for the loss of revenues to the amount of the currently applicable apartment price.

We are happy to provide you with ashtrays for smoking on your balconies and terraces, which must take place exclusively outside.

## **PETS**

Please inform Timehouse prior to arrival if you wish to bring a pet. Should Timehouse agree to the bringing of the pet, this takes place on condition that the pet is under the constant supervision of the guest and is free from diseases and does not represent any other danger to the hotel guests and personnel. A fee of 20.00 EUR per night is payable for the pet.

However, guide dogs, dogs for the hard of hearing and other working dogs are exempted from the above fee. These may be brought onto the premises free-of-charge at any time.

The separate terms for long stay reservations, group reservations and event and trade fair bookings can be found in your accommodation contract.

## **FINAL PROVISIONS**

Amendments and additions to the contract or general terms and conditions of business should take place in text form. Unilateral changes or additions by the guest shall not be valid. The place of jurisdiction for all disputes between the parties connected to the contractual relationship is Munich, Germany, provided that the

contracting partner of Timehouse is a merchant, legal person under public law or a public law special fund.