

# General Terms and Conditions of the iPartment GmbH As at August 2014

## § 1 Scope of validity

1 These general Terms and Conditions are applicable to all contracts for the rental of furnished apartments for accommodation and for all other services rendered and provided for the customer and other goods by the iPartment GmbH.

2 Services are provided exclusively on the basis of the Terms and Conditions. Adverse Terms and Conditions of the customer are only valid if iPartment GmbH approves their validity in writing.

## § 2 Closing, contracting parties, subleasing and subletting

1. The contract comes into effect through acceptance of the customer's application by the iPartment GmbH. The iPartment GmbH is free to confirm the booking by the customer in writing.

2. Is the content of the confirmation different from the content of the customer's application, the different content of the reservation confirmation for the customer and the iPartment GmbH is binding if the customer does not object in writing within one week of its receipt. The iPartment GmbH is committed to point out the deadline before the beginning of the period.

3 Contractors are iPartment GmbH and the customer. Where a customer books through a third party, the latter is liable to iPartment GmbH together with the customer as joint and several debtors for all obligations under the contract provided that iPartment GmbH has obtained a corresponding declaration from the third party concerned.

4 The subleasing or subletting of the apartment as well as invitations to job interviews, sales or similar events require the written consent of iPartment GmbH. § 540 paragraph 1 sentence 2 BGB expressly waived insofar as the customer is an entrepreneur.

## § 3 Services, prices, payment methods

1. The iPartment GmbH is obliged to provide the booked apartment or an equivalent apartment and to render the agreed services.

2. The customer is obliged to pay the agreed or common prices of iPartment GmbH for the apartment and other services used by him/her.

3 The agreed prices are exclusive of statutory value added tax unless mentioned otherwise.

4 If rented for more than a month the agreed rental fee is payable monthly in advance until the 3rd working day of the month to the account specified in the rental agreement of iPartment GmbH. Otherwise invoices of the iPartment GmbH without a due date have to be paid within 10 days from receipt of the invoice without deduction. The iPartment GmbH is entitled to call in accrued amounts due at any time and require immediate payment. In case of delay of payment the iPartment GmbH is entitled to demand default interest at the rate of 8 % and in transactions involving a consumer is involved in the amount of 5 % above the base rate. The right to prove a higher damage for the iPartment GmbH is expressly reserved.

5. For every reminder after default a fee of 3.00 euros will be charged. The customer is free to prove that substantially lower or no charges at all have been occurred.

6. The iPartment GmbH is entitled to claim in the contract or after a reasonable advance payment and / or security. The amount of the advance payment and payment dates may be agreed in writing in the contract. The security deposit can also be done by giving a valid credit card information. In this case, the iPartment GmbH is entitled to collect the agreed mode of payment by credit card in case of non-respect of payment deadlines.

7. The customer may only offset undisputed, legally established or ready for decision claims against the iPartment GmbH. If the customer is an entrepreneur, he can only reduce the rent if the right of reduction is determined undisputed or legally binding.

8. If the customer has security provided by giving a valid credit card information, the iPartment GmbH is entitled, after appropriate invoicing, to use this credit card for paying additional services such as final cleaning, special cleaning or mini bar filling.

## § 4 Smoking ban, keeping of animals

1. The apartments of the iPartment GmbH are non smoking apartments. Therefore smoking is prohibited in the apartments. In case of violation, the iPartment GmbH is entitled to immediate termination of the contract. In addition the iPartment GmbH may if necessary invoice the special cleaning for nicotine smell in the apartment with the amount of at least 60 EUR net.

2. Keeping of animals in the rented apartments is only allowed after written approval of the iPartment GmbH.

## § 5 Provision, hand-over and return of the apartment

1. Unless otherwise agreed the customer does not acquire a claim to the provision of a certain apartment.

2. Booked apartments are available from 3 pm on the agreed day of arrival. There is no claim to earlier availability.

3. On the agreed day of departure the apartment of the iPartment GmbH shall be vacated no later than by 11 am. After this the iPartment GmbH can charge 50 % of the daily rate for the apartment due to the late return, as long as the departure took place before 6 pm. In the case of an departure after 6 pm the entire daily rate can be charged. This does not give rise to any contractual claims of the customer. He/she is free to prove that there is no claim to the charge asked for or that its claim is substantially lower.

4. While returning the apartment has to be in same state as it was handed over to the customer. The customer has to remove all of his personal belongings from the apartment and to dispose all foods brought in.

5. For insurance reasons the iPartment GmbH asks their customers to lock the door when leaving the apartment.

## § 6 Withdrawal and Cancellation

1. The following are the cancellation conditions for the customer

Period within	Cancellation charge (% of the full price of the original offer)
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30 days prior to arrival date free of charge

29 – 10 days prior to arrival date 50%

9 – 2 days prior to arrival date 80%

1 day prior and on arrival date 100%

2. A cancellation has to be made in writing ( by e-mail, letter or fax ) to the iPartment GmbH.

3. Where iPartment GmbH and the customer have agreed in writing on a date by which the latter may withdraw from the contract without a charge, the customer may do so by that date without triggering payment or compensation claims of the iPartment GmbH. The right of withdrawal lapses if the customer fails to exercise that right vis-à-vis the iPartment GmbH in writing by the agreed deadline.

4. Where it was agreed in writing that the customer may withdraw free of charge by a certain deadline, the iPartment GmbH is for its part entitled to withdraw from the contract if there are inquiries by other customers about contractually booked apartments and the customer, on inquiry by the iPartment GmbH, refuses to waive his/her right to withdraw.

5. Where a down payment or security deposit has been agreed is not made even after expiry of a reasonable extension granted by the iPartment GmbH, the iPartment GmbH may likewise withdraw from the contract. In this case the customer has to pay the iPartment GmbH cancellation fees and processing fees in accordance with § 6 paragraph 2.

6. Moreover the iPartment GmbH may withdraw from the contract for an extraordinary cause such as:

- force majeure or other circumstances for which the iPartment GmbH is not answerable;
- Apartments have been booked on the basis of the misleading or false presentation of material facts, e.g. relating to the customer's identity or the purpose of his/her stay;
- the iPartment GmbH has reasons to believe that the use of its booked apartments could endanger the peace in the house, the security or the reputation of the iPartment GmbH in public, without this being attributable to the management or organization of the iPartment GmbH.

## § 7 Loss or Damage stuff

1. Objects brought in the rented apartment in are on the customer's risk. The iPartment GmbH does not take over for the loss, destruction or damage to any liability, including pecuniary loss, except in cases of gross negligence or willful misconduct of the iPartment GmbH. This excludes damage from injury to life, body or health. In addition, all cases in which the custody of the circumstances of the individual case represents a contractual obligation, excluded from this warranty disclaimer.

## § 8 Technical equipment and connections

1. The use of own electrical equipment of the customers using the power grid of the apartment requires the written consent of iPartment GmbH as long as it cannot be classified for the normal daily use. If using these devices the customer is responsible for the troubles or damage and their fixing to the technical equipment of the apartment unless the iPartment GmbH is not responsible for this.

2. The customer is entitled to use existing telephone, fax and data transmission facilities within the apartment. The customer has to pay for any additional the fees to the agreed rent if caused by his use if they are beyond the fees by the agreed flat rate of the iPartment GmbH. The use of own mobile phones is of course free of charge and permitted.

3. The customer is prohibited from operating illegal filesharing over the internet provided by the iPartment GmbH. Among them is any upload or download of copyrighted music, movie or software files. The customer is liable for all damages incurred by the iPartment GmbH and / or the right holder by the infringement of the customer.

4. Faults or disfunction of the technical or other equipment will be fixed as soon as possible. Payments may not be withheld or reduced if the iPartment GmbH is not responsible for these disorders.

5. The apartments of the iPartment GmbH are equipped with at least one television and a radio. The use of these devices is permitted only if the customer previously registered this with the GEZ.

## § 9 Access to the apartment by the iPartment GmbH

1. The iPartment GmbH is entitled to enter the rented apartment after consultation with the customer for repairs, for reading of electricity and water meters and to visit as part of the subsequent rental. In exigent circumstances, the iPartment GmbH is also entitled to enter the apartment without consultation with the tenants.

## § 10 Liability of the Customer for damages

1. If the customer is an entrepreneur, he is liable for all damage to the building or fixtures that caused by visitors, employees, other third parties from his surroundings, or himself.

2. When handing over the apartment the customer will be given an inventory list that he/she has to countersigned. The cost of replacing missing items after vacating the apartment will be charged to the customer at a fair price.

3. The iPartment GmbH may require the customer to provide reasonable security (eg, insurance, deposits, guarantees). The security deposit can also be done by a valid credit card information. The iPartment GmbH is entitled to charge the cost of disposing of culpably caused by the customer or any roommates or visitors damage to the apartment to the customer's credit card. The cost of remedying the damage will determine the iPartment GmbH previously by obtaining an estimate of a professional craftsman company.

4. The customer is obligated to make a reasonable contribution to eliminate the disruption and to keep any possible damage at a minimum.

## § 11 Liability of iPartment GmbH

1. The iPartment GmbH is liable for its contractual obligations with the diligence of a prudent businessman. Claims for damages by the customer are ruled out. Exempt are damages associated with the loss of life, bodily harm or injury to health if the iPartment GmbH is answerable for the underlying breach of duty. Likewise exempt are damages based on a deliberate or grossly negligent breach of duty by the iPartment GmbH and damages based on a deliberate or negligent breach by the iPartment GmbH of duties typically associated with a contract of the given kind. A breach of duty by the iPartment GmbH shall be deemed on a par with a corresponding breach by one of its legal representatives or vicarious agents. In case of interference with or shortcomings of the iPartment GmbH's services, the iPartment GmbH shall endeavour, on learning or promptly being notified thereof by the customer, to take remedial action.

2. The iPartment GmbH is liable to the customer for things brought into the apartment up to a maximum amount of EUR 3,000.00. For cash, securities and valuables up to an amount of EUR 1,000.00. Securities and other valuables can be kept in a safe, if available in the apartment, up to a value of 1,000.00 EUR. The iPartment GmbH recommends to make use of this possibility. Liability claims against the iPartment GmbH expire if the customer does not immediately inform the iPartment GmbH when becoming aware of the loss, destruction or damage.

3. Where the iPartment GmbH provides car parking space at its garage or parking lot, this does not give rise to a custody agreement even if a charge is billed therefor. The iPartment GmbH is not obligated to guard such parking sites. It is not liable for any loss of or damage to motor vehicles parked or stopping on the iPartment GmbH's grounds and their contents except in case of intent or gross negligence. Sentences 2 to 4 of the above para. 1 shall analogously apply. Incidents of this kind shall promptly be communicated to the iPartment GmbH.

4. All claims against the iPartment GmbH will lapse one year after the commencement of the general statute of limitations of § 199 paragraph 1 BGB. Claims for damages will lapse without regard to knowledge or grossly negligent lack of five years after their origin. The foregoing limitation periods do not apply in cases of injury to life, body, health or freedom, as well as claims based on an intentional or grossly negligent breach of duty of the iPartment GmbH, its legal representatives or vicarious agents.

## § 12 Final provisions

1. Modifications of or amendments to a contract or the present terms and conditions governing admission to this company shall require the textual form in order to be effective. Unilateral modifications or amendments by the customer are ineffective.

2. The place of fulfilment and payment is the location of iPartment GmbH. The exclusive place of jurisdiction - also for check and exchange disputes - if the customer is a merchant, is the domicile of the iPartment GmbH. Insofar as a contracting party fulfills the requirements of § 38 para 2 ZPO and has no general jurisdiction in Germany, the place of jurisdiction is the domicile of the iPartment GmbH.

3. German law shall apply. UN law on the international sale of goods and the conflict of law rules may not be invoked.

4. Should individual provisions of these general terms and conditions governing admission to this company be or become ineffective or void, the effectiveness of their remaining provisions shall not be affected thereby. In this case the statutory provisions apply.

5. The German version of these terms and conditions has precedence over any foreign language versions and is binding in case of doubt.