

General Terms and Conditions JOYN Serviced Living / JOYN Zurich / Turicum PropCo AG

I) Scope

These Terms and Conditions govern contracts for the rental use of apartments for lodging purposes, as well as for all other goods and services rendered by the hotel for the customer. In the following context, "hotel" refers to the accommodation company "JOYN Serviced Living", the individual rooms are subsequently referred to as apartments.

a) The prior written consent of the hotel is required if apartments provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby Section 540, para. 1, sentence 2 BGB (German Civil Code) applies insofar as the customer is not a consumer.

b) The customer's terms and conditions will only apply if they are previously agreed in writing.

II) Contractual partner

The contractual partner for JOYN Zurich (Thurgauerstrasse 116, CH-8152 Opfikon) is Turicum PropCo AG (Seefeldstrasse 45, CH-8008 Zurich, VAT ID: TBA, Managing Director: Lars Haussmann), which serves as the operating company for the hotel. Any credit card debits are carried out on behalf of the operating company mentioned above. UPARTMENTS Real Estate GmbH is the operator of Turicum PropCo AG.

III) Refund Policy

In the event of cancellation, the customer can contact the hotel by the following means:

- by email: zurich@joyn-living.com
- by phone: +49 (0) 69 247472300
- by letter: JOYN Zurich, Thurgauerstrasse 116, CH-8152 Opfikon

The contact for questions and problems relating to credit card payments is:

Michael Hornberger
Turicum PropCo AG c/o JOYN Zurich
Thurgauerstrasse 116
CH-8152 Opfikon

Email: payment@joyn-living.com
Phone: +49 (0) 69 247472 300

IV) Conclusion of contract, parties, statute of limitations

The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form. The contracting parties are the hotel and the customer. If a third party has booked the room on behalf of the guest, the third party will be liable to the hotel individually and severally with the guest for all obligations arising from the accommodation contract.

Booking confirmations for the apartments are issued by the hotel for a maximum rental period of 6 months.

Longer stays of more than 6 months in the same apartment are not possible. However, new bookings can be made for another unit. With a new booking and a new booking confirmation, a different apartment that the previous one will be assigned.

All claims against the hotel expire one year from the start of the statutory limitation period. These damage claims shall be time-barred after five years independent of knowledge thereof. The reduction of the statute of limitation periods do not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

V) Group booking

For group bookings, a separate group booking contract must be concluded, which in the case of a discrepancy shall take precedence over all provisions in the General Terms and Conditions.

VI) Services, prices, payment, set-off

The hotel is obligated to make available the apartment that the user has reserved and to provide the services that have been agreed. The customer is obligated to pay the current or agreed hotel prices for the apartment room and any services he or she has made use of in advance. This also applies to services and outlay caused by the customer and provided by the hotel to third parties. The agreed prices include the applicable statutory value added tax. If the VAT rate changes on the day the service is provided, the agreed prices change accordingly. The hotel is entitled to subsequently collect the VAT increase retroactively.

If the period between conclusion and fulfilment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved apartments, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.

Hotel invoices without a due date are payable without deduction immediately upon receipt of the invoice. The hotel is entitled to demand accrued claims at any time and to request immediate payment.

With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate.

The hotel reserves the right to prove greater damage. The hotel is entitled to demand a reasonable advance payment or a security upon conclusion of the contract or thereafter. The amount of the advance payment and payment dates may be agreed in writing in the contract. The customer may only set-off, retain or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

VII) Cancellation policy

Cancellation of the contract concluded with the hotel by the customer requires the written consent of the hotel, according to a method set out in clause III. If such consent is not given, then 90 percent of the price agreed in the contract for the first night must be paid even if the customer does not use the contractual services.

This does not apply if the hotel's obligation to consider the rights, legal interests and interests of the customer is violated if the customer can no longer be expected to adhere to the contract or if another statutory or contractual right of withdrawal exists. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel.

The customer's right of rescission shall expire if he or she does not exercise this right of rescission in writing with the hotel by the agreed date, as long as no case pursuant to No. 4, sentence 3 exists. If apartments are not used by the customer, the hotel must apply credit for the income from renting the apartments to other parties and also for saved expenses.

At its discretion, the hotel may demand the contractually agreed compensation and make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay at least 90% of the contractually agreed price for accommodation with or without breakfast. Unless otherwise agreed, the following free cancellation terms apply:

In the case of an online booking, the customer has the one-time right to cancel or change the booking free of charge within 24 hours.

Cancellation of the hotel accommodation contract concluded with the hotel by the customer is excluded. Rescission of the hotel accommodation contract requires the written approval of the hotel. If no such approval is given, the price agreed under the contract is payable even if the customer does not use the services under the contract.

If a deadline for cancellation of the contract free of charge was agreed in writing between the hotel and the customer, the customer can cancel the contract until such date without initiating any claims for payment or damages by the hotel.

The customer has the right to prove that the above claim has not arisen or has arisen to a lesser extent.

The following cancellation policy applies to bookings with a stay of more than one month:

A cancellation can only be made before the start of the contract (arrival date). No refund is possible for the first monthly rate. In the event of cancellations before the reference date, the first monthly price must be paid in full.

A cancellation can only be made after the start of the contract (arrival date). Bookings can be cancelled with one month's notice to the end of the month.

VIII) Rescission by the hotel

To the extent that a right of free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are inquiries from other guests regarding the contractually reserved apartment and the customer does not waive his or her right of rescission upon inquiry thereof by the hotel.

If an agreed advance payment or the advance payment requested in accordance with No 3. e) and/or f) is not made on time, the hotel will also be entitled to rescind the contract. In addition the hotel will be entitled to exceptionally rescind the contract for good cause, for example if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract, apartments are booked under misleading or false information regarding material facts such as the person of the customer or purpose of the reservation, the hotel has justified cause to believe that the accommodation might jeopardize the smooth operation, security or reputation of the hotel in public without this being attributable to the management or organization of the hotel, the aforementioned clause 1.2 is violated.

The hotel must notify the customer without delay that it is exerting its right to rescind the contract. If the hotel justifiably rescinds the contract, the customer shall have no right to claim compensation.

IX) Apartment provision, handover, and return

The customer does not acquire the right to be provided specific apartments. Reserved rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability. The customer must vacate the apartment no later than 11:00 a.m. on the agreed check-out date. After this, up to 4:00 p.m., the hotel may add a charge of 50 percent of the full accommodation rate for delayed vacation beyond that which is contractually agreed, or if not vacated until 6:00 p.m., 100 percent. This will not justify contractual claims by the customer. The customer is at liberty to show the hotel that it incurred no or much lesser claim to use damages.

X) Liability of the hotel

The hotel is liable with the diligence of a prudent business for its obligations under the contract. Customer claims for compensation are excluded. Hereof are not included damages to life, limb, and health in case the hotel is responsible of the breach of duty, and other damages resulting from the hotel's breach of duty with intention or gross negligence.

A breach of duty on the part of its legal representative or vicarious agent is equal to that of the hotel. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer is obligated to do what is reasonable to eliminate the disruption and to keep any possible damage as low as possible.

The hotel is liable to the customer for items brought into that hotel according to the statutory provisions, i.e. up to one hundred times the apartment rate, up to a maximum of EUR 3,500.00, and for money and valuables up to EUR 800.00. Such liability claims shall be forfeited if and when the customer fails to report such loss, destruction, or damage to the hotel immediately upon personally attaining knowledge of the same (Section 703 BGB - German Civil Code).

If the customer is provided with a parking space belonging to the premises, even if a fee is charged, this shall not constitute a contract of safe custody.

The hotel is not liable for any loss or damage to vehicles or bicycles parked on the property or their contents, except in cases of intent or gross negligence. The preceding paragraph a) sentences 2 to 4 apply accordingly.

Messages, mail, and merchandise deliveries for customers shall be handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). The preceding paragraph a) sentences 2 to 4 apply accordingly. This does not result in a custody order.

No liability is assumed for lost and found items. They will only be returned on request for a fee. The hotel undertakes to keep items for 3 months.

XI) Final provision

Amendments and supplements to the contract, the acceptance, or these Terms and Conditions for Accommodation must be in writing. The same applies to the repeal of this clause. Any unilateral amendments or supplements by the customer shall be void.

The place of fulfilment and payment is the registered location of the hotel.

Exclusive place of jurisdiction – including disputes relating to cheques and bills of exchange – is the registered location of the hotel. Insofar as a contracting party fulfils the requirements of Section 38 paragraph 1 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction within Germany, the hotel's registered location shall act as the place of legal jurisdiction. German law shall apply.

The application of the UN Sales Convention and conflict of laws provisions is excluded. Should any of the individual provisions of these Terms and Conditions for Accommodation be invalid or void or become so, this shall not affect the validity of the remaining provisions. In all other respects, the relevant statutory provisions shall apply.

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