

Terms & Conditions

§ 1 Scope of application

These terms and conditions apply to contracts for the rental of serviced apartments for accommodation as well as to all other services and deliveries provided to the guest by the following subsidiaries:

Rioca Vienna Posto 1 GmbH, Dresdner Straße 109, 1200 Vienna

Rioca Vienna Posto 2 GmbH, Viehmarktgasse 4, 1030 Vienna

Rioca Munich Posto 3 GmbH, Julius-Bausch-Straße 50, 73431 Aalen

Rioca Stuttgart Posto 4 GmbH, Julius-Bausch-Straße 50, 73431 Aalen

Rioca Neu-Ulm Posto 5 GmbH, Julius-Bausch-Straße 50, 73431 Aalen

(hereinafter referred to as the accommodation provider). The guest is advised that reservation numbers that the guest receives from third-party providers (e.g. internet portals) are not identical with the reservation or booking number of the accommodation provider. Offers of the accommodation provider for the conclusion of an accommodation contract are subject to change and non-binding. The accommodation provider is entitled, at its own discretion, to refuse to conclude an accommodation contract with a guest.

§ 2 Reservations/ sub-letting

2.1 Reservations can only be made electronically via the online and mobile channels of the accommodation provider or via third-party portals. Reservation by telephone, by e-mail or other non-automated reservation methods requires the prior express consent of the accommodation provider.

2.2 The accommodation contract shall be concluded upon the acceptance of the guest's request by the accommodation provider. If available, the guest shall receive a reservation or booking number from the accommodation provider. This constitutes the conclusion of an accommodation contract. This agreement is binding for both contracting parties. The accommodation provider is entitled to have the apartment booking confirmed in writing.

2.3 There is no entitlement to a specific apartment. The accommodation provider reserves the right to rent the reserved apartments to other parties after the expiration or cancellation of the reservation (see § 3).

2.4 Sub-letting of booked apartments by the guest is prohibited. Use of the apartment for any purpose other than accommodation is prohibited.

2.5 Reservations of more than nine apartments are subject to the so-called group regulation of the accommodation provider. For group reservations, a separate accommodation contract to be confirmed by the accommodation provider must be concluded that includes special conditions regulating cancellation as well as payment terms. The accommodation provider reserves the right not to accept group reservations for which such an accommodation contract has not been concluded or to cancel them without substitution.

2.6 Reservations at special conditions for certain companies are covered by the separate framework contract regulations of the accommodation provider. The accommodation provider reserves the right to refuse or cancel, without substitution, any bookings made at special conditions by companies for which such a framework contract has not been concluded.

§ 3 Prepaid reservations, cancellation and rebooking

3.1 For a guaranteed reservation, a valid credit card must be provided by the guest at the time of booking or an alternative payment method must be offered on the electronic sales channels of the accommodation provider. InThe accommodation provider has the right to check the validity of this information immediately and make a pre-authorization to the indicated credit card or alternative payment method. The credit card or the alternative means of payment shall be charged later, but no later than on the day of arrival, with the total price including any additional services booked.

3.2 The accommodation provider is entitled to debit the credit card or the alternative means of payment specified at the time of reservation with all amounts owed by the guest due to additional items (in particular due to subsequent additional bookings and/or use of additional services or other uses or their conduct).

3.3 Booked apartments are available to the guest from 3:00 p.m. on the agreed day of arrival. The guest has no right to earlier provision. The guest is not entitled to be provided with a specific apartment.

3.4 In the case of a booking that cannot be cancelled free of charge, the full amount of the stay shall be charged to the credit card indicated or the alternative means of payment chosen at the time of booking. If it is not possible to charge the credit card, the accommodation provider reserves the right to cancel the reservation. This shall invalidate the guest's right to use the apartment.

3.5 No deposits are required in the renting process. The guest must deposit a credit card as security. Company bookings require an assumption of costs. In the absence of such an assumption of costs, the guest is obliged to provide a credit card as security at the reception or no later than when the apartment is handed over. If, contrary to expectations, these two options are not possible, the guest must transfer a cash deposit of one month's rent or deposit it at the reception on the day of arrival.

3.6 The guest's withdrawal from the contract concluded with the accommodation provider requires the written consent of the accommodation provider. If this does not take place, the price agreed in the contract must be paid even if the guest does not make use of any contractual services. This shall not apply in the event of a breach of the obligation of the accommodation provider to show consideration for the rights, legal assets and interests of the guest, if the guest can no longer reasonably be expected to adhere to the contract as a result or is entitled to any other statutory or contractual right of withdrawal.

3.7 If a date for withdrawal from the contract free of charge has been agreed in writing between the accommodation provider and the guest, the guest may withdraw from the contract until said date without triggering payment and damage compensation claims on the part of the accommodation provider. The right of withdrawal expires if the guest does not exercise their right of withdrawal in writing vis-a-vis the accommodation provider by the agreed date or if the guest has received their key card for the apartment.

3.8 If the customer's right to withdraw from the contract within a certain period of time has been agreed upon in writing, the accommodation provider is entitled to withdraw from the contract within this period of time if there are requests from other customers for the contractually booked rooms and the customer does not waive their right to withdraw from the contract upon inquiry by the accommodation provider. Furthermore, the accommodation provider is entitled to withdraw from the contract extraordinarily for an objectively justified reason; for example if

force majeure or other circumstances for which the accommodation provider is not responsible make it impossible to fulfill the contract;

rooms are booked under misleading or false information of material facts, e.g. in the person of the customer or the purpose;

the accommodation provider has reasonable grounds to assume that the use of the services may jeopardize the smooth operation of the business without this being attributable to the control or organization responsibilities of the accommodation provider.

there is a violation of subletting of these general terms and conditions.

In case of justified cancellation by the accommodation provider, the customer is not entitled to compensation. The statutory provisions shall apply to claims for damages by the accommodation provider.

3.9 The reservation of a cancelable rate, which is labelled as such in the description and conditions, can be canceled and rebooked free of charge up to 1 day before the date of arrival. If the guest does not use an apartment, the accommodation provider must credit the income from subletting the apartment as well as any saved expenses.

§ 4 Registration form and disclosure of personal data

The guest is obliged, within the framework of the Federal Registration Act, to truthfully provide to the accommodation provider their personal data as well as additional information relevant to the registration form in advance via the electronic online registration data portals or in written form directly upon arrival and to provide proof upon request.

§ 5 Taxes, fees and charges

The applicable prices are gross total prices and include all statutory taxes, fees and charges. If a spa tax is due in the respective city of the apartment, it must be paid separately on site. In the event of changes in tax, fee and charge rates as well as the effective imposition of new taxes, fees and charges unknown to the parties to date, the accommodation provider reserves the right to adjust the prices accordingly. Accommodation prices shall be listed per apartment and per night. Any surcharges for occupancy by more than one person shall be listed separately.

§ 6 Means of payment

The following constitute valid means of payment for overnight stays: all major credit cards as well as alternative methods of payment in euros indicated on the website of accommodation provider. It is not possible to transfer services to an invoice to be paid later. The following constitute valid means of on-site payment for the consumption of food and beverages as well as other goods and services offered by the accommodation provider: cash in euros as well as EC card, V-Pay, and all major credit cards in euros.

§ 7 Liability of the guest for damages

7.1 When the apartment is handed over, the guest shall be provided with an inventory list that they must countersign. The cost of any items no longer present when the guest vacates the apartment must be reimbursed by the guest at their current value.

7.2 The guest must handle the apartment with care and consideration. Children under the age of 14 must be supervised by a legal guardian throughout the building at all times during their stay. The guest shall be liable for all damages and consequential damages that they cause. This includes, even in the case of slight negligence, among other things, any soiling exceeding the usual extent, any damage and the cost of any fire alarm resulting from the use of the apartment. The use of electronic devices such as kettles, irons and hairdryers brought along by the guest is not permitted for fire protection reasons. Should costs result due to the use of such devices (e.g. for a fire alarm or damage to the inventory), the guest shall be held fully liable for said costs.

§ 8 Possible uses of reserved apartments

8.1 Reserved apartments are available to the guest from 3:00 p.m. on the day of arrival and until 11:00 a.m. on the day of departure. On the agreed day of departure, the apartments must be vacated and made available to the accommodation provider by 11:00 a.m. at the latest. The accommodation provider is entitled to charge 100% of the full accommodation price (list price) after that due to late vacating of the apartment for usage exceeding the conditions stipulated on the contract. This shall not justify any contractual claims by the guest.

8.2 The guest shall be entitled to attempt to prove that the accommodation provider has incurred no damage or reduction in value at all due to the late return of the apartment or that it is significantly lower than the aforementioned lump sum for damages.

8.3 The accommodation provider reserves the right to have its staff evict the guest if the latter is late in vacating the apartment or fails to vacate the apartment and to store all of the guest's belongings in the building. The accommodation provider shall not assume any further liability for the stored items beyond the liability conditions stipulated in clause 10 of this contract.

§ 9 Possible uses of public areas

With the reservation of an apartment, the guest can use the designated public areas, such as the bar, terrace, etc., free of charge. The accommodation provider reserves the right to close these public areas at short notice without prior notice. If a public area is not available, the guest is not entitled to partial or full reimbursement of their costs for the accommodation service. The public areas are therefore not considered as part of the scope of services.

§ 10 Liability of the accommodation provider

10.1 The accommodation company shall be liable with the diligence of a prudent business for the fulfillment of its obligation under the contract. Any claims of the guest for damages are excluded. This excludes any damages resulting from injury to life, body or health; other damages that the accommodation provider or a person for whom it is responsible has caused intentionally or through gross negligence; damages to items taken over for processing or storage; damages according to the Product Liability Act.

10.2 The accommodation provider shall be liable vis-a-vis the guest for items the latter brought along in accordance with the statutory provisions. Money and valuables up to a maximum value of EUR 2,000.00 can be stored in the safe at the reception. The accommodation provider recommends that the guest make use of this option. The liability claims expire if the guest fails to notify the accommodation provider immediately after becoming aware of the loss, destruction or damage of

the stored goods. For further liability on the part of the accommodation provider, the foregoing number 1 sentences 2 and 3 shall apply accordingly.

10.3 Insofar as a parking space is made available to the guest in the accommodation provider's own parking lot, even for a fee, this shall not constitute a safekeeping agreement. In the event of loss or damage to motor vehicles and bicycles (or their contents) parked or stored on the property, the accommodation provider shall not be liable. The foregoing clauses shall apply accordingly.

§ 11 Access for the accommodation provider

The accommodation provider is entitled to enter the rented apartment after consultation with the guest in order to make repairs, read electricity and water meters and inspect it as part of follow-on rental. In case of imminent danger, the accommodation provider shall also be entitled to enter the apartment without first consulting the guest.

§ 12 Smoking in the building

12.1 All of the accommodation provider's buildings are non-smoking buildings. It is therefore strictly forbidden to smoke, both in the public areas and in the apartments.

12.2 In case of violation, the accommodation provider has the right to charge the guest at least EUR 150.00 as compensation for the additional cleaning costs including any loss of revenue due to the blocking of the apartment.

§ 13 Pets

The guest is entitled to bring along pets after consultation and registration. A flat fee of € 15.00 per day shall be charged for the cleaning effort. Exceptions to this apply in the case of [health / medical] restrictions, especially in the case of, blind, deaf and other comparable service animals. Such animals may be brought along free of charge and at any time.

§ 14 Householder's rights

The accommodation provider reserves the right to evict guests from the premises. This applies in particular if the guest does not follow instructions from the employees of the accommodation provider, makes discriminatory comments, or harasses or endangers other guests and visitors.

§ 15 Final provisions

15.1 Changes and additions to the contract, the acceptance of the application or these general terms and conditions for accommodation must be made in writing. This also applies to the cancellation of this written form clause. Unilateral changes or additions by the guest are ineffective.

15.2 The place of performance and payment shall be the registered office of the accommodation provider.

15.3 In the event of contradictions between the accommodation contract and these GTC, the provisions of the accommodation contract shall prevail. The accommodation contract and these GTC contain all agreements between the parties on the subject of the contract. There are no verbal side agreements to the accommodation contract. Any changes or additions must be made in writing.

15.4 All declarations and notifications to be made under the accommodation contract and these GTC must be made in writing, unless expressly stated otherwise. The accommodation company is entitled to transfer all rights or claims arising from the accommodation contract to third parties. The accommodation company is entitled to have obligations arising from and in connection with the accommodation contract performed by third parties.

15.5 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. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic and legal intentions of the parties. In all other respects, the statutory provisions shall apply.

15.6 The law of the Federal Republic of Germany shall apply to the accommodation contract with the exception of the CISG Convention on Contracts for the International Sale of Goods.

15.7 The place of jurisdiction for all disputes arising between the parties from the contractual relationship shall be Munich (Federal Republic of Germany), insofar as that the contractual partner of the accommodation provider is a legal entity under public law or a special fund under public law