

General terms and conditions of KVN Betriebsgesellschaft mbH
MLOFT APARTMENTS MUNICH boardinghouse - serviced apartments
Wasserburger Landstr. 8, 81825 Munich Phone +49-(0)89-12007799
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1. Conclusion of the agreement 1.1. The agreement is concluded as soon as the apartment and other services have been ordered and confirmed, or have been made available, if confirmation was no longer possible. **2. Arrival and departure** 2.1. If not otherwise agreed, the room/apartment will not be available before 3 p.m. of the day of arrival. 2.2. All rooms have to be vacated by 11 a.m. of the day of departure. If the apartment has not been vacated at this time, MLOFT APARTMENTS will be entitled to charge 50 % of the full room price for the day of departure. If the room is only vacated after 3 p.m., the full room price may be charged. **3. Services, prices** 3.1. Which services/prices have been contractually agreed can be seen both from the full description of the house on the internet at and from the details of the reservation confirmation, which refers to it. If no concrete price has been agreed, all prices published in the price part of the homepage www.mloft-apartments-munich.com will be regarded as part of the agreement. 3.2. Should the statutory Value Added Tax change after the agreement has been concluded, the agreed price will change accordingly. **4. Payment** 4.1. The price for the apartment has to be paid on arrival before the apartment is occupied resp. by the 1 st of each month for the current month, either in cash or by credit card. Additional services such as final cleaning, garage etc. are not included in the apartment price and have to be paid in advance at the same time as the rent. 4.2. Any default of payment enables MLOFT APARTMENTS to withhold any further services from the current agreement, as well as to withdraw from any agreements concerning future services. Apart from that MLOFT APARTMENTS is entitled to charge the tenant with any damages incurred. 4.3. Place of fulfillment for all payment obligations is the location of the enterprise. 4.4. Services, which the tenant is entitled to, which however were not claimed cannot be refunded. **5. Cancellation terms** 5.1. Non refundable rates are due on moment of booking and can not be cancelled/ refunded. 5.2. Refundable rates can be cancelled until 2 days before arrival and will be refunded 100%. From 2 days before arrival on the booking can't be cancelled, the full amount of the booking is due and there will be no refund. 5.3. The period of notice for premature departure is 14 days. 5.4. In case of non arrival any liability will be with the originator of the order. **6. Liability** 6.1. The tenant is liable for all damages, which incur to MLOFT APARTMENTS either caused by him, his guests or any other persons, he is responsible for. 6.2. MLOFT APARTMENTS is entitled to terminate the agreement without prior notice if the tenant/guest uses the rented rooms for another than the contractually agreed purpose. The claim to payment of the agreed apartment price in the amount of the booking will remain. 6.3. No liability for damages can be derived from MLOFT APARTMENTS' inability to render its services due to an Act of God or strike. However, MLOFT APARTMENTS is obliged to obtain other services of equal value for the client. This applies especially to the following: - In case of non-observance of our fire protection rules, the tenant, his/her guests and other persons will be made liable for the expenses caused by a false alarm to the fire brigade. - In case of loss of the apartment key a fee of € 80 will be charged. Should the tenant need a door opening service out of office hours, he will be charged with 80 Euro. 6.4. MLOFT APARTMENTS acts on behalf and on the account of a guest/tenant if it obtains any external services or technical or other equipment from third parties for him; the guest/tenant is liable for looking after and the correct return of all equipment and will release MLOFT APARTMENTS from all claims by third parties, which result from hiring this equipment. 6.5. MLOFT APARTMENTS is liable for - the correctness of the service description - the correct rendering of all contractually agreed services **7. Guarantee** 7.1. If a service is not rendered or not rendered in accordance with the agreement and common practice, the guest/tenant is entitled to request an upgrade. 7.2. The guest/tenant can demand a price reduction, which is equivalent to the reduced service if following the request for remedial action, services have not been rendered or not been rendered in accordance with the agreement. In case of any interruption of services, the guest/tenant is obliged to do everything that is reasonable to contribute to remedy to the disruption and to minimize any possible damage. The tenant is in particular obliged to inform the management immediately of his complaints. If the guest/tenant does not fulfill these obligations, he is not entitled to any price reductions. **8. Special hints** 8.1. Tenants may not bring any animals. 8.2. Only small laundry items may be washed in the apartment. 8.3. To guarantee the reliable

delivery of mail, it is absolutely necessary for the guest/tenant to state his apartment number. A liability for loss, delay or damage is excluded. 8.4. MLOFT APARTMENTS is entitled to request from the guest/tenant the discontinuation or reduction of any unduly disturbing noise. The tenant/guest is obliged to comply with such a request by MLOFT APARTMENTS 8.5. Any occupations against good morals by the guest/tenant entitle CONCEPT LIVING MUNICH to terminate the agreement immediately, maintaining its contractual claims for the period of the booking. MLOFT APARTMENTS must be compensated for any other proven damages incurred. 8.6. An agreement can also be terminated in case of a protracted or infectious illness of the tenant (proof through medical certificate) 8.7. Requests for wake up calls will be carried out with the greatest possible care. Claims for compensation, however, due to incorrect performance, are excluded. 8.8. All information will be provided to the best of our knowledge; however, without guaranty. 8.9. No liability will be assumed for lost property (items the tenant has forgotten). Any items will only be returned on request. MLOFT APARTMENTS commits itself to keeping any items for a period of six months. 8.10. No liability will be assumed for money or valuables. 8.11. We will charge 80 € for any lost or damaged room keys. 8.12. Even if ordered in advance, the guest/tenant does not have any claim to specific rooms or accommodation. Should any agreed accommodation not be available, MLOFT APARTMENTS is obliged to provide an equivalent replacement either at the house or in other properties. 8.13. Electronic devices brought and owned by the guest have to suit the latest safety standards and may be used if due diligence is observed. 8.14. For safety reasons also the 2nd apartment key is to be removed from the electronic panel inside the apartment. **9. General** 9.1. As far as legally admissible, the competence of the court at the location of the enterprise will be agreed with respect to all disputes from this agreement and its fulfillment. 9.2. Should any provision of the General Terms and Conditions be ineffective, the validity of the other provisions will not be affected. An equivalent provision will apply instead of the invalid provision. Verbal agreements will only become effective if they have been confirmed in writing by MLOFT APARTMENTS