



# DEIN APART

## GENERAL TERMS AND CONDITIONS

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Betriebs- und Service GmbH, Registered office: Unterföhring, Munich Local Court, HRB 241683, Managing Director Oliver Thies



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## **1. Scope of Application**

1. The following General Terms and Conditions (GTC) of Betriebs- und Service GmbH (hereinafter referred to as the “**Operator**”) apply to contracts for the rental of apartments for accommodation purposes and to all other services provided in this context by Betriebs- und Service GmbH for the contractual partner (hereinafter referred to as the “**Customer**”). Betriebs- und Service GmbH is authorized to have services provided by third parties. The term “Accommodation Contract” includes and replaces the following terms: Hotel/Guest Accommodation, Hotel/Apartment Contract.
2. Services are provided exclusively on the basis of these GTC; the Customer’s Terms and Conditions shall only apply if these have been expressly agreed in writing with the Operator in advance. It is not necessary for the Operator to object to such Terms and Conditions.
3. The Operator's employees are not authorized to make verbal contractual agreements or amendments to these General Terms and Conditions.
4. With regard to the information on the DEIN APART website, the Operator expressly reserves the following rights: the rights to change, supplement or delete the website pages or the entire website content without separate announcement, or to cease publication temporarily or permanently.

The Operator assumes no liability for the topicality, correctness, completeness or quality of the information provided. All images, documents, plans or other items published on this website are merely intended to provide an overview. The Operator accepts no liability for any differences between the furnishings in the photos and those in the actual apartments. The content of these pages is protected by copyright. Any use beyond personal use (publication, duplication, forwarding to third parties, printing in the media) shall be subject to the Operator's express consent.

## **2. Conclusion of Contract / Contractual Partner / Limitation Period**

1. By registering (in writing, in text form or verbally), the Customer makes a binding offer to the Operator to conclude an Accommodation Contract.  
The Customer shall be bound to this offer for 14 days.
2. Offers of the Operator with regard to available apartments are subject to change and non-binding. The Operator is free to refuse the conclusion of an Accommodation Contract.
3. The Accommodation Contract is concluded by the acceptance of the Customer’s registration by the Operator. The Operator is free to accept the registration in writing, in text form (also by email) or conclusively by providing the service.





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4. Only the Customer and the Operator are contractual partners.
5. The Terms and Conditions of the contract or booking, which are communicated to the Customer when the offer or contract is sent, shall apply.
6. In order to make a booking, the Customer must be at least 18 years old. Minors travelling alone are not entitled to overnight accommodation.
7. Persons travelling with the Customer are also considered guests of the Operator.
8. If the Customer is acting on behalf of a third party, the Customer must inform the Operator of this in writing, stating the name/company name, address and an authorized contact person for the third party. If a third party has booked on behalf of the Customer, e.g. an agent or a company for its employees that does not wish to become a contractual partner itself, it shall be jointly and severally liable to the Operator together with the Customer for all obligations arising from the contract.
9. Subletting the apartments or subletting to third parties is only possible with the written consent of the Operator.
10. A group booking shall be deemed to exist if more than 10 rooms are booked by a Customer in the course of one or more booking processes, which are related in terms of time and/or subject matter. If the Customer makes a group booking, a contingent contract shall be concluded. A group booking is independent of the booking method. It can be made by telephone, email, in writing or by other means.
11. The contingent contract of the group booking shall be additionally regulated in a further agreement to be concluded between the Operator and the Customer. Within the scope of this contingent contract, the Customer is liable for all damages culpably caused by the End User.
12. All claims of the Customer against the Operator or in connection with the contract are subject to a limitation period of one year. Section 199 (1) of the German Civil Code (BGB) shall apply to the start of the limitation period. A reduction of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the Operator or in the event of injury to life, body or health.

### **3. Information on Online Reservation**

1. Offers posted on the website are not a binding offer, but merely an invitation to submit a binding offer to the Operator. The binding offer is made when the Customer, after selecting the rooms and additional services they want and entering their personal data, presses the button that informs the Customer of the assumption of a payment obligation.





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2. The Customer can correct their selection and entries in the online reservation system until the online booking form is transmitted using the functions of the browser or cancel their booking enquiry altogether.
3. The accommodation contract shall only be concluded upon confirmation by the Operator in text form (email).
4. After the contract has been fully processed, the data provided by the Customer for the conclusion of the booking will be deleted or blocked for further use, unless this is contrary to mandatory tax or commercial law retention obligations or other legitimate interests (e.g. for the enforcement of claims).
5. The communication required to conclude the contract is partly automated. It is the sole responsibility of the Customer to ensure receipt of the emails confirming their booked rooms and additional services and, if necessary, to follow them up in their spam folder.

## **4. Price / Payment Modalities**

1. The Operator is obliged to keep the apartments booked by the Customer ready and to provide the agreed and utilized additional services. This also includes (but is not limited to) the provision of additional services, such as car park rental, expenses incurred by the Customer with third parties, services purchased from third parties, taxes, local and state fees and other costs incurred by or as a result of the Customer's accommodation, such as damage caused by the Customer. The prices offered apply only to the total volume. Should individual parts of the total volume be cancelled or changed, the Operator reserves the right to recalculate the binding volume.
2. The Customer is obliged to pay the agreed or applicable prices for the provision of the apartments and for the other services used by them (total price). If a specific price agreement cannot be established, the prices valid at DEIN APART at the time the service is provided shall be deemed to have been agreed. This shall also apply to third-party services commissioned by the Customer directly or via the Operator, the remuneration for which is paid by the Operator.
3. All prices are quoted in Euro.
4. The agreed prices include the statutory value added tax applicable at the time of conclusion of the contract. If the statutory value added tax changes, the prices shall be adjusted accordingly. If there are more than six months between the conclusion and fulfilment of the contract and the prices applicable to DEIN APART have increased





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during this period, the Operator may raise the contractually agreed prices appropriately, but by no more than 4%. Subsequent changes to the services may lead to a corresponding price adjustment in accordance with the prices applicable to the apartment for the additional part of the service.

5. The accommodation price is an all-inclusive price and includes all incidental costs incurred. The prices do not include any public charges incurred, such as visitor's tax, cultural taxes (so-called "bed tax"), etc. The respective amounts will be invoiced separately to the Customer.
6. Invoices of the Operator without a due date are due for payment without deduction within seven bank working days of receipt of the invoice. The Operator shall be entitled to declare accrued receivables due at any time and can demand immediate payment from the Customer at any time. For each reminder after default has occurred, the Customer must reimburse a lump sum of € 5.00 for the reminder costs incurred. The Customer is free to prove that the Operator has incurred no, or significantly lower, reminder costs. All other costs incurred in the course of debt collection shall be borne by the Customer. In the case of customers who are not consumers, the Operator may instead assert a claim under Section 288 (5) BGB.
7. The Operator shall be entitled to demand a reasonable advance payment or security deposit from the Customer in the form of a credit card guarantee, a down payment or similar upon conclusion of the contract. The amount of the advance payment or security deposit and the payment dates can be agreed in writing in the contract.
8. In justified cases (e.g. payment arrears of the Customer or an extension of the contract's scope), the Operator shall be entitled to demand an increase in the advance payment agreed in the contract or an increased security deposit in the amount of the expected accommodation costs.
9. Furthermore, the Operator shall be entitled to demand a reasonable advance payment at the beginning and during the Customer's stay, insofar as such a payment has not already been made in accordance with the above provisions.
10. Unless otherwise agreed, the accommodation price, all other agreed charges and any damage or inventory shortages present on departure will be charged to the means of payment specified by the Customer at the time they made their booking. The Customer hereby authorizes the Operator and its authorized collection agent to debit all amounts due from the means of payment specified by the Customer upon conclusion of the contract or subsequently submitted or additionally specified by the Customer.





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11. The Customer may only offset or reduce a claim of the Operator with an undisputed or legally binding claim.
12. Valid means of payment are Visa Card, Mastercard, PayPal, Klarna, Apple Pay or Google Pay. In addition, the Customer shall be given the option of paying by instant bank transfer. Cash payments are not possible. The Customer is liable for any subsequent fees incurred.
13. The Operator collects Customer data as part of conclusion of the contract. It is mandatory to provide an email address when making a booking. In order to verify their identity within the framework of the conclusion of the contract, the Operator is authorized to request a valid identity document of the Customer digitally. If the identity cannot be established beyond doubt, or if a faulty booking is detected by other means, the Operator shall be entitled to cancel the booking. If the Customer wishes to check in digitally via a mobile phone, providing a telephone number is mandatory.

## **5. Cancellation of the Contract by Betriebs- und Service GmbH**

1. If an agreed advance payment, or an advance payment requested on the basis of these General Terms and Conditions, is not made on time, even after a reasonable grace period set by the Operator has expired, the Operator shall be entitled to withdraw from the contract. In addition, the Operator may assert claims for damages against the Customer.
2. The Operator is also entitled to withdraw from the contract for good cause. Good cause exists in particular if:
  - o force majeure or other circumstances for which the Operator is not responsible make it impossible to fulfil the contract;
  - o the apartment has been booked with misleading or false statements of material facts (e.g. in the person of the Customer or End User);
  - o the Operator has reasonable grounds to believe that the use of its services may jeopardize the smooth running of the Operator's business, its security or public reputation, without this being attributable to the Operator's sphere of control or organization;
  - o the Customer or End User lets the apartment to a third party without authorization;
  - o the Customer or the End User uses or utilizes the apartment in breach of the





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- contract, e.g. commercially or for other purposes not directly related to mere overnight accommodation;
- o the Customer or End User continues to disturb the peace and quiet at DEIN APART despite a warning;
  - o the Customer behaves in an unacceptable manner towards the Operator's employees and/or guests, in particular in an offensive manner, despite a warning;
  - o the Customer otherwise breaches these General Terms and Conditions.
3. In the event of justified cancellation by the Operator, the Customer shall not be entitled to compensation. In this case, the Operator shall be entitled to the full booking price. The Operator also has the right in this case to cancel or refuse bookings already made, or future bookings, by the Customer.

## **6. Cancellation of the Contract by the Customer**

1. The Customer may only withdraw from the contract concluded with the Operator if a right of withdrawal has been expressly agreed in the contract if a statutory right of withdrawal exists or if the Operator expressly agrees to the contract's cancellation. The agreement of a right of withdrawal, and any consent to the cancellation of the contract, must be made in text form.
2. If a date for free withdrawal from the contract has been agreed between the Operator and the Customer (cancellation), the Customer may withdraw from the contract until then without triggering payment or compensation claims by the Operator. The Customer's right of cancellation expires if they do not exercise their right of cancellation vis-à-vis the Operator by the agreed date. After the deadline has expired, the Operator shall be entitled to the agreed remuneration despite non-utilization of the service, less expenses saved.
3. If neither a contractual nor a statutory right of withdrawal exists in favour of the Customer, the Operator shall retain the right to the agreed remuneration despite the service not being utilized. However, the Operator must take into account the income from any other use of the room and the expenses saved. If the apartments are not otherwise let, the Operator may make a lump sum deduction for saved expenses. Unless otherwise agreed, in this case the Customer is obliged to pay 90% of the total price. The Customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed.





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4. The Customer shall be entitled to cancel the contract free of charge within 24 hours of making their booking. Cancellation shall be made in text form (email). Decisive for the timeliness of the cancellation is the receipt of the declaration by Betriebs- und Service GmbH.

Definition of the stay segments:

- o Short-stay: 1 to 6 nights
- o Mid-stay: 7 to 27 nights
- o Long-stay: from 28 nights

## Cancellation conditions

The following general cancellation deadlines shall apply (in % of the original total price) if no individual agreements have been made (separate cancellation agreements may apply for trade fairs or events):

Individual bookings of up to nine apartments:

	apartment with stay 1 - 2 nights	apartment with stay 3 - 6 nights	apartment with stay from 7 nights
until 30 days prior arrival	free of charge	free of charge	free of charge
from 29th - 10th day prior arrival	free of charge	free of charge	50%
from 9th - 7th day prior arrival	free of charge	free of charge	60%
from 6th - 3rd day prior arrival	free of charge	50%	70%
from 2nd day prior arrival	free of charge	80%	80%
from the 1st day prior arrival until the day of arrival	free of charge until 6 pm on the day of arrival	90%	90%



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Group bookings of ten apartments or more:

	apartment with stay 1 - 6 nights	apartment with stay from 7 nights
until 42 days prior arrival	free of charge	free of charge
from 41st - 30th day prior arrival	free of charge	50%
from 29th - 14th day prior arrival	free of charge	60%
from 13th - 7th day prior arrival	50%	70%
from 6th - 2nd day prior arrival	70%	80%
from the 1st day prior arrival until the day of arrival	90%	90%

5. The above provisions on compensation shall apply accordingly if the Customer does not make use of the booked apartment or the booked services without notifying the Operator.
6. If the Customer departs prematurely, the Operator shall be entitled to demand the full agreed remuneration. The Operator shall deduct what it has saved as a result of the non-utilization of its service offer and what it has received by renting the booked apartments to other parties. Savings shall only be deemed to exist with regard to the accommodation service if the accommodation establishment is fully occupied at the time of non-utilization of the apartments booked by the Customer and the apartments can be rented to other customers. The Customer bears the burden of proof of the savings.

## **7. Force Majeure / the Coronavirus**

1. Force majeure:  
Neither party shall be liable for failure to fulfil its contractual obligations if the failure is due to circumstances beyond its control that could not have been foreseen or prevented, including but not limited to natural disasters, wars, acts of terrorism, strikes, governmental orders or other extraordinary and unforeseeable events ("force majeure").
2. COVID-19 impacts:  
In the event of restrictions, governmental orders or other impacts that occur due to the COVID-19 pandemic, including but not limited to lockdowns, travel restrictions or quarantine orders, the following rules shall apply:





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- booking cancellation or modification: Customers shall have the right to cancel or modify their booking free of charge if they are unable to travel due to COVID-19 restrictions.
  - refund: In the event of cancellation due to COVID-19 restrictions, a full refund will be granted provided that the cancellation is made within a reasonable period of time before the planned date of stay.
  - postponement: Customers may postpone their booking at no additional cost if they are unable to travel on the originally booked date due to COVID-19 restrictions. Postponement is subject to availability at DEIN APART.
3. The Operator shall be entitled to terminate the accommodation contract without notice if an officially imposed travel or accommodation ban is imposed at the DEIN APART location. Claims for damages by the Customer are excluded in this case.
4. Exchange of information:  
In the event of COVID-19 cases within the DEIN APART or changes to the operating conditions due to COVID-19, the Operator will endeavour to inform its customers as early as possible and find alternative solutions together.

## **8. Provision / Apartment Handover and Return**

1. The apartment is provided exclusively for accommodation purposes.
2. The Customer shall be entitled to an apartment in the category booked by them. The Customer is not entitled to the provision of a specific apartment, unless otherwise agreed. However, the Customer's wishes shall be taken into account by the Operator as far as possible.
3. The Operator may provide the Customer with adequate alternative accommodation of the same quality if certain rooms are confirmed and this is reasonable for the Customer, especially if the deviation is minor and objectively justified. An objective justification is given, for example, if the room has become unusable, customers already accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step. Any additional expenses for the replacement accommodation shall be borne by the Operator.
4. The apartment is available to the Customer from 3:00 pm on the agreed day of arrival. On request and for a fee, an early check-in can be arranged in advance with the





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Operator. The Customer must occupy the apartment by 6:00 pm on the agreed day of arrival at the latest. A later arrival time can be agreed. If an arrival time later than 6:00 pm has not been agreed and the Customer has not informed the Operator of any delay by 6:00 pm on the day of arrival, the Operator has the right to reallocate the booked room without the Customer being entitled to compensation. In this case, the Operator has a right of cancellation. However, the Operator is under no obligation to reallocate the apartment.

5. On the day of departure, the apartment must be returned clean, completely vacated and in the same condition as on arrival by 11:00 am at the latest.

The Operator shall be entitled to charge 25% of the agreed daily rate if the apartment is not vacated by this time, unless a late check-out has been agreed with the Operator in advance. A late check-out can be booked in advance on request and for a fee. If the rented apartment is not vacated by 3:00 pm, the Operator shall be entitled to charge the Customer for an additional day.

6. On departure, the Customer must:
  - o remove all personal belongings from the apartment;
  - o close all windows;
  - o switch off all electrical appliances, except the refrigerator;
  - o dispose of all rubbish in the rubbish bins provided;
  - o place all keys/cards and other means of access to the apartment on the dining table;
  - o to provide all additional services (materials) booked in full in the boxes received on moving in.
7. The final cleaning will be carried out by the Operator and will only be charged to the Customer in the event of exceptionally heavy soiling with additional cleaning costs incurred as part of a special cleaning service. This also applies in the case of soiling that exceeds the normal level and is discovered during the Customer's stay. The Operator reserves the right to assert further claims for damages due to excessive soiling.
8. Any damage in or to the apartment, damage to or the absence of inventory or damage to the common areas and/or their facilities will be charged to the means of payment specified by the Customer at the time they made their booking.





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## **9. Use / Utilization of the Apartment / House Rules**

1. The Operator provides the Customer with the apartment exclusively for accommodation purposes and exclusively for temporary use. Subletting or other transfer of use to third parties not named in the Contract is not permitted without the prior written consent of the Operator. Overnight stays by visitors require the Operator's prior written consent. If a visitor is subsequently found to have stayed overnight without the prior consent in writing of the Operator, the Customer must pay an additional fee of 50% of the accommodation price.
2. Keeping animals is generally not permitted and may only take place with the prior consent of the Operator in text form. An exception to this approval requirement is always made for guide dogs, deaf dogs and other comparable service dogs. These may be carried along free of charge and at any time upon presentation of proof. A cleaning fee per night will be charged for the carriage of guide dogs, deaf dogs and other comparable service dogs. If a pet stays in an apartment without authorization, the Customer will be charged a fee of € 50.00 per dog per night. A Customer who brings an animal must have appropriate animal liability insurance or personal liability insurance that also covers any damage caused by animals. Proof of such insurance must be provided to the Operator upon request.
3. All of the Operator's apartments are non-smoking rooms. Smoking is therefore prohibited in the apartments. This also applies to e-cigarettes and tobacco heaters. In the event of a violation, the Operator shall be entitled to terminate the Contract without notice. In addition, the Operator may charge compensation for the separately incurred cleaning costs, as well as any loss of revenue due to a (temporary) non-rentability of the apartment, in the amount of at least € 250.00. The Customer is liable for all persons staying in the apartment. Any further claims for damages by the Operator shall remain unaffected. The Customer is advised that there are smoke detectors in the building that are directly connected to the fire brigade's control centre. The Customer is fully liable for the triggering of the fire alarm systems, whether through willful or negligent action.
4. If a private party is organized in an apartment, the Operator may charge a contractual penalty of at least € 2,500.00 in addition to any claims for damages against the Customer.
5. Video surveillance may take place inside and outside DEIN APART. This does not apply to the individual apartments and the public sanitary areas. The Operator will make the





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video surveillance generally recognizable and provide the necessary information in accordance with the GDPR on informational signs. Video surveillance is carried out to protect the legitimate interests of the Operator in accordance with Art. 6 (1)F GDPR as well as the prevention and investigation of possible criminal offences and safeguarding of domiciliary rights.

6. Washing machines and dryers are available to the Customer as a service in the common rooms. These appliances are used at the Customer's own risk. The Customer must check the appliances thoroughly for damage or residues before use and notify the Operator immediately in the event of damage or malfunction.  
The Operator is not liable for laundry that has been left lying around, stolen, discoloured, soiled in any other way, shrunken or damaged in any other way. After use, the equipment must be left in an orderly and clean condition for use by other guests of DEIN APART.
7. Obviously intoxicated or drunk customers may be denied access.
8. Customers are prohibited from engaging in illegal file sharing via the internet connection provided by the Operator. This includes any uploading or downloading of copyrighted data in any form. In addition, the Customer is prohibited from posting, retrieving or transmitting content that is relevant under criminal law (in particular Sections 130, 130a, 131 and 184 of the German Criminal Code (StGB)). The Customer shall be liable for all damages incurred by the Operator and/or the rights holder due to an infringement of rights by the Customer.
9. Use of the Customer's own electrical equipment, utilizing the apartment's power supply, is at the Customer's own risk. Any faults or damage to the apartment's technical equipment caused by the use of these devices shall be borne by the Customer, unless the Operator is responsible for them.
10. Quiet time at night from 10:00 pm to 7:00 am must be observed.
11. Room volume must always be maintained when using musical instruments, music systems and television sets.
12. Windows must be kept closed at all times during rain, storms and other dangerous weather conditions.
13. No objects that could cause blockages or damage may be placed in the sanitary facilities at any time.
14. No combustibles or fuels, e.g. petrol, may be stored in the apartments.
15. Household effects and other objects may not be stored in the stairwells and common rooms, in the underground car park or in the technical rooms.





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16. Kitchen waste, sweepings and other rubbish belong in the rubbish bins provided for this purpose. They must not be placed next to them and must not be disposed of in the toilet or sink. Bulky items must be shredded before being placed in the rubbish bins.

## **10. Entering the Apartment / Cleaning**

1. The Operator, its agents or authorized representatives are entitled to enter the apartment at any time within the scope of the additional services booked by the Customer (e.g. intermediate cleaning, car park, shopping service, etc.) or within the scope of necessary repairs. The provision of services or repairs shall generally take place within the service times agreed with the Customer in advance. If service times cannot be adhered to in individual cases, the service must be provided with the greatest possible consideration for the Customer (e.g. announcing entry by knocking, carefully ensuring that the Customer is not disturbed, etc.). An entitlement to the provision of services at a specific time of day does not exist.
2. In the event of imminent danger, the Operator, its agents or authorized representatives shall be permitted access at any time of the day or night.
3. Otherwise, the Operator, its representatives or authorized agents are entitled to enter the apartment for the purposes of inspection or testing after prior notification.
4. The apartments are cleaned regularly.
  - o an intermediate cleaning of the apartments takes place after the third night for stays of one to six nights.
  - o For stays of seven nights or more, a complete cleaning takes place once a week.

For a fee, it is possible for the Customer to book an intermediate cleaning and towel and linen change at any time.

## **11. Treatment of the Apartments**

1. The Customer shall receive one or more house/door keys or cards for the apartment upon moving in, as well as any access and access equipment, which must be returned to the Operator in full upon departure. If a key or card is not returned by the Customer or is lost, a fee of € 80.00 must be paid. The Operator reserves the right to assert further





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- claims in the event of greater damage due to non-return or loss. This also includes replacement of the entire key system or entire access system if required.
2. The Customer must treat the apartment and the common rooms/facilities with care and attention and prevent damage. In particular, the Customer must avoid excessive soiling, dispose of waste regularly and properly and ensure a minimum level of tidiness so that the agreed weekly room cleaning can be carried out without further ado and kept in a clean and hygienically perfect condition. The Operator is authorized to charge the Customer for the full amount of any increased cleaning costs due to significantly excessive soiling or disorder. If the Customer does not fulfil the aforementioned obligations even after a warning in text form, the Operator shall be entitled to terminate the accommodation contract without notice.
  3. The inventory of the apartments may not be removed or willfully damaged. Attaching or placing decorative objects on the walls is prohibited.
  4. An inventory list is deposited in each apartment, on which the inventory available in the respective apartment is listed. The Customer is obliged to check this inventory list for completeness immediately after arrival and to notify the Operator immediately of any discrepancies. The Customer must reimburse the current market value of any items no longer present when the apartment is vacated.
  5. The Customer is liable to the Operator for damage caused by a breach of the duty of care and notification incumbent upon him, in particular if the rooms are insufficiently ventilated, cleaned, heated or insufficiently protected against frost. The corresponding provisions can be found in the House Rules drawn up by the Operator.
  6. If the Customer is absent for more than two weeks, they must inform the Operator of their absence and close all water inlets.
  7. The Customer is liable for all damage to the building or inventory caused by visitors, employees or other third parties from their sphere or themselves. In addition, the Customer shall also be liable for all other damage and expenses incurred by the Operator due to improper use of the rented property or items brought in. This also includes costs incurred by the Operator due to negligent activation of fire alarm systems (smoke detectors) (in particular the costs of a chargeable fire brigade call-out).





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## **12. Right of Lien**

If the Customer refuses to pay the agreed fee or is in arrears, the Operator shall be entitled to the statutory right of retention and the statutory right of lien on the items brought in by the Customer. The Operator shall continue to be entitled to this right of retention or lien to secure its claims arising from the accommodation contract, in particular for catering, other expenses incurred on behalf of the Customer and for compensation claims of any kind. Otherwise, Sections 701 ff. BGB shall apply.

## **13. Term of the Accommodation Contract**

1. A booking may be made from one day and for a maximum of six months (including any extension of the contract). A tacit extension of the rental period by means of ongoing usage is excluded.
2. The Operator expressly reserves the right to increase prices for contract extensions or new bookings.

## **14. Liability**

1. The Operator's liability is limited to the breach of essential contractual obligations. Claims of the Customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health if the Operator is responsible for the breach of duty and other damages based on an intentional or grossly negligent breach of duty by the Operator and damages based on an intentional or negligent breach of typical contractual obligations by the Operator. A breach of duty on the part of the Operator is equivalent to that of a legal representative or vicarious agent. Should faults or defects occur in the services of the Operator, the Operator shall endeavour to remedy the situation as soon as it becomes aware of them or upon immediate complaint by the Customer. The Customer is obliged to make reasonable efforts to remedy the disruption and minimize any potential damage. If the Customer culpably fails to report a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration.
2. Recognizable defects or other damage in or to the apartment or its furnishings must be reported to the Operator by the Customer without delay. The assertion of further claims for damages by the Operator remains unaffected.







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3. The statutory provisions apply to items brought in by the Customer, in particular the statutory maximum liability amounts from Section 701 ff. BGB. Liability claims expire if the Customer does not notify the Operator immediately after becoming aware of the loss, destruction or damage (Section 703 BGB).
4. Items left behind by the Customer will only be forwarded at the Customer's request, risk and upon reimbursement of the costs incurred. The Operator shall keep the items for six months after notification of the find to the person authorized to receive them or the competent authority. The Operator is authorized and obliged to deliver the items to the competent authority. After expiry of the six-month storage period, the Operator shall acquire ownership of the item if the person authorized to receive it has neither become known nor registered their right with the competent authority. Reference is made to Sections 970, 971 BGB with regard to the claims for reimbursement of expenses to which the Operator shall be entitled for the safekeeping and preservation of the item as well as the finder's fee to which the Operator shall be entitled. The statutory provisions of Sections 965 ff. BGB shall remain otherwise unaffected.
5. The Operator assumes no responsibility or liability for damage, theft or loss of items stored or left in the luggage lockers or in publicly accessible or communal areas.
6. The liability of the Operator for items brought in is limited to one hundred times the gross price of the accommodation, but up to a maximum amount of € 3,500.00 and, notwithstanding this, up to an amount of € 800.00 for money, securities and valuables.
7. If the Customer is provided with a parking space in the underground car park or in a DEIN APART car park, even for a fee, this does not constitute a safekeeping agreement. If motor vehicles parked or maneuvered on the premises of DEIN APART are lost or damaged, the Operator shall not be liable unless the Operator, its legal representatives or its vicarious agents have acted with intent or gross negligence. In this case, the damage must be reported to the Operator at the latest before leaving the site and claimed immediately.
8. Claims for damages by the Customer shall expire at the latest two years from the time at which the Customer becomes aware of the damage or, irrespective of this knowledge, at the latest after three years from the time of the damaging event. This does not apply to liability for damages resulting from injury to life, body or health or for other damages resulting from an intentional or grossly negligent breach of duty by the Operator, a legal representative or vicarious agent.





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## **15. Illness or Death of the Customer**

1. If a Customer falls ill during their stay, the Operator will provide medical care at the Customer's request. If there is imminent danger, the Operator will arrange for medical care without the Customer's special request, especially if this is necessary and the Customer is unable to do so themselves.
2. As long as the Customer is not in a position to make decisions themselves or the Customer's relatives cannot be contacted accordingly, the Operator will arrange for medical treatment at the Customer's expense. However, the scope of these measures ends at the time when the Customer is able to make decisions for themselves again or their relatives have been informed of their illness.
3. The Operator shall be entitled to claim compensation from the Customer or, in the event of death, from the Customer's legal successor for the following costs:
  - outstanding medical expenses, costs for patient transport and medication and treatment orders;
  - room disinfection that has become necessary;
  - linen, bed linen and bed furnishings that have become unusable and for the disinfection and/or cleaning of all these items;
  - restoration of apartments, furnishings, floors, etc. that have been contaminated or damaged in connection with the illness or death of the Customer;
  - room rent, insofar as the apartment was occupied by the Customer, plus the days on which the apartments were unusable due to disinfection, evacuation or similar;
  - other damages incurred by the Operator.

## **16. Events**

Events (celebrations, conferences, etc.) must be agreed separately and in text form and with the Operator's consent. If not regulated in the separate agreement, the following applies:

1. The exact list of names of all participants for the apartment reservation must be notified no later than 21 days before arrival at the latest.
2. A daily apartment rate will be charged for 10 or more participants.





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3. Any kind of live music at the event must be registered by the Customer with GEMA. In the event that GEMA makes a claim against the Operator, all costs must be reimbursed by the Customer. Music groups organized by the Customer must be agreed with the Operator in advance.
4. Planned room decorations must be agreed with the Operator in advance.
5. Bringing one's own food and drinks is not permitted without the express permission of the Operator.
6. For events that continue after midnight, the Operator will charge a surcharge of € 50.00 per additional hour per employee for supervision of the event. The event must end by 2:00 am at the latest.
7. The Operator is authorized to exercise its domiciliary rights and to terminate an event with immediate effect if:
  - o the event jeopardizes the smooth running of its business;
  - o the Operator's reputation and the security of the venue is jeopardized;
  - o a license required under public law for holding the event has not been obtained;
  - o there is another reason for which the Customer is responsible and which is comparable in terms of seriousness, or the Operator has to terminate the event due to an official and/or police order.

If the Customer or participants in the event attributable to them are responsible for the cancellation, they shall be liable for all damages incurred by the Operator.

### **17. Vouchers**

The Customer has the option of purchasing vouchers from the Operator. The purchased vouchers may only be redeemed with the Operator. Vouchers cannot be returned and are not redeemable for cash. The purchaser of the voucher is responsible for providing the correct details for the voucher (name, address, email address).

**Cancellation Policy:** Each order of a voucher may be cancelled by the purchaser within 14 days without giving a reason. The Customer is free to choose the form of cancellation (e.g. letter, fax or email). Cancellation may also be effected by returning the voucher





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within the cancellation period. To meet the deadline, it is sufficient to declare the cancellation in good time or return the voucher in good time. The cancellation period begins with the receipt of this instruction in text form, but not before receipt of the voucher. The cancellation must be sent to the Operator at the postal address:  
Betriebs- und Service GmbH, Münchner Str. 16, 85774 Unterföhring or by email to: info@dein-apart.de.

## **18. Final Provisions**

1. Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions for the rental of apartments must be made in writing or in text form. Unilateral amendments or additions by the Customer shall be invalid.
2. Place of fulfilment and payment in commercial transactions is the DEIN APART location.
3. In commercial transactions, the exclusive place of jurisdiction shall be Munich, insofar as legally permissible. However, the Operator may also choose to sue the Customer at the DEIN APART location or at the Customer's registered office. The same shall apply in each case if the Customer fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany.
4. German law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. The contract language is German.
6. Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.
7. In the event of difficulties of interpretation, the German text of these multilingual General Terms and Conditions shall prevail.

Status of the General Terms and Conditions: 14.03.2024



Betriebs- und Service GmbH, Registered office: Unterföhring, Munich Local Court, HRB 241683, Managing Director Oliver Thies