

## Terms and Conditions

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### 1. Purpose of business

Gi2B GmbH runs ROOM FOR RENT and is hereinafter referred to as “RFR”. RFR offers furnished apartments for temporary use, including cleaning and laundry services.

Four categories of apartments are distinguished based on respective criteria (S, M, L, XL). These are rented out to the guest as single or double rooms for temporary use.

### 2. Pricing

2.1 There are two types of flat rates: One 14-day flat rate (minimum length of stay) for stays of less than 30 days, and one monthly flat rate for stays of one month or more.

2.2 The flat rates can be billed pro rata if the booked stay is somewhat longer than the corresponding billing time (see 3).

2.3 The prices on the RFR website (<https://www.roomforrent.de/?lang=en>) and prices in print products are minimum rates. During expos and special events (e.g. Oktoberfest), bookings that start less than 90 days prior to the event may be subject to a surcharge. This information can be found in the respective offer and booking confirmation

For stays of more than 90 days prior to the expo/special event, no surcharge will be charged.

2.4 For stays of more than a month, a flat-rate cleaning fee of €100 will be charged when you check out.

### **3. Billing periods**

3.1 In the case of 14-day flat rates, the billing period corresponds to the period booked by the guest (e.g. 18 days, for a stay of 18 days and proportionate 14-day flat rate).

3.2 In the case of monthly flat rates, the billing period begins on the first of the month at 11am and ends on the following first of the month at 11am.

3.3 Should the contract begin by the guest's arrival prior to the first of the month, the additional days will be invoiced proportionately as a separate billing period.

### **4. Contract length**

4.1 The duration of a booking is stated in the booking confirmation that RFR sends to the guest.

4.2 The minimum rental period is one month for monthly flat rates and two weeks for 14-day flat rates. The maximum rental period is 25 weeks.

### **5. Conclusion of contract**

5.1 The guest sends RFR an enquiry via telephone or email.

5.2 RFR sends the guest a written offer via email upon request.

5.3 The acceptance of and confirmation of guest booking enquiries and any extension periods is subject to availability on the part of RFR.

5.4 If the guest accepts RFR's offer (verbally or in writing), RFR confirms conclusion of the contract with a booking confirmation via email.

5.5 RFR and the guest become contractual partners. If the guest has booked for a third party, the guest is liable to RFR for all obligations arising from the contract, including those of the actual visitant.

5.6 The conditions of a booking as well as any separate agreements made can be found in the booking confirmation sent by RFR.

5.7 Changes to the booking, such as a reduction or extension in the length of the stay, require written agreement.

### **6. Deposit**

6.1 As security for all claims from RFR arising from the relationship between guest and host, including any damage caused during the guest's stay, a deposit is charged for stays of one month or more.

6.2 For bookings placed more than 1.5 months before arrival, the deposit must be paid in full no later than 45 days prior to arrival – either deposited in cash at reception, or sent via bank transfer to the business account:

Account holder: Gi2B GmbH

IBAN: DE42 7016 6486 0000 7711 47

BIC: GENODEF1OHC

For bookings placed less than 1.5 months before arrival, the deposit must be paid in full no later than 48 hours following receipt of booking confirmation.

6.3 The deposit sum corresponds to the amount of a monthly flat rate as per the booking confirmation.

6.4 In the event that RFR doesn't receive the deposit in full and on time, RFR reserves the right to cancel the booking. Claims for compensation by the guest due to a cancellation of the booking are, in this case, excluded.

6.5 In the case of company bookings, RFR can accept (upon agreement, upon request) a written cost acceptance statement instead of the deposit. The guest is not entitled to this.

6.6 The deposit will be transferred back to an account provided by the guest within 5 working days of the end of the accommodation contract, provided it is not drawn upon.

## **7. Payment terms**

7.1 The agreed accommodation fee for the first payment period must be provided in advance, no later than the day of arrival. This payment can be made via bank transfer (stating invoice number) or paid in cash to reception. For security reasons, banknotes with a face value of more than €200 will not be accepted.

7.2 Subsequent payments are to be made monthly before the start of the respective billing period via bank transfer to the RFR business account (stating the invoice number).

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7.3 (Credit) Card payments are not possible.

7.4 If a flat-rate cleaning fee of €100 is due at the end of the accommodation period (see 2.4), this must be paid in full before the deposit is returned.

7.5 RFR's invoices and requests for payment are payable in full within 5 working days of receipt. RFR is entitled to make accrued claims due at any time and demand immediate

payment. The landlord is entitled to charge applicable statutory default interest in the event of default. In addition, RFR can charge a fee of €5 per written reminder in the event of arrears. RFR's right to verification and assertion of a higher compensation claim remains reserved.

## **8. Arrival**

8.1 On the day of check-in, the apartment can be occupied from 2pm onwards.

8.2 Upon arrival, the guest receives a pre-programmed access card/key for the building and booked apartment. Should the guest arrive outside of the reception opening hours (Mondays from 6pm-8pm), the keys will be placed in a key safe on the property. The access code for the key safe will be provided to the guest in the booking confirmation.

8.3 Upon arrival, the guest receives a registration form, which is to be filled out and signed on the day of arrival and returned to reception/placed in the RFR mailbox at reception. Should the guest arrive outside of the reception opening hours, the document will be placed in the booked apartment prior to arrival.

## **9. Departure and return at end of tenancy**

9.1 On the day of the end of the accommodation period, the apartment must be left clean and tidy and vacated by 11am at the latest. If the room is not handed over in a satisfactory condition and by the aforementioned time, RFR reserves the right to invoice the guest for additional expenses caused by this.

9.2 The guest is to reimburse RFR for any damages caused to the apartment, the inventory located within it, and within the building or on the RFR property, insofar as the guest is responsible for this damage.

9.3 Should the guest leave outside of opening hours, the room is to be left as follows:

- Close all windows
- Switch off all electrical appliances except for the refrigerator
- Switch off the heating
- Turn off all water taps
- All keys to be left on the dining table
- Apartment door is to be closed

## **10. Temporary use / Use of rooms / House rules**

10.1 The guest leases on a temporary basis.

10.2 Subletting or other transfer for use of the room to other third parties not stated in the contract may only be made with the written consent of RFR.

10.3 The keeping of animals is only permitted after consultation with RFR.

10.4 The guest is to pay attention to volume in the room (e.g. during telephone calls, Skype, loud conversations and music). Noise is particularly to be avoided after 10pm.

10.5 The guest pledges to consider other residents in the house.

10.6 All rooms are non-smoking rooms. Should smoking take place in the room or anywhere inside the building, an increased cleaning fee of at least 250 € will be charged. Upon repeated violation of this condition, RFR reserves the right to immediate termination of the contract without refund of payment.

10.7 The guest receives at least one pre-programmed room/building key for the apartment and one mailbox key, which are to be returned to staff upon check-out or left on the dining table in the apartment (see 9.3).

10.8 If the key card is lost or damaged outside of our reception opening hours, our key service is to be contacted (telephone number is located on building exterior). The service charge for the opening of a room/new programming of a key card is €35.

Replaced mailbox keys are charged at €15 per key and can only be provided during reception opening hours.

10.9 The guest's own large electrical devices, such as air conditioning, heaters, hotplates and ovens (with exception of induction hobs and microwaves) are not permitted within the apartment.

10.10 The charging of batteries for e-bikes and similar is only permitted after consultation with RFR and upon agreement to pay a flat-rate electricity fee.

10.11 Open flames, such as candles, are prohibited in the entire building.

10.12 Barbecues/fires on the aparthotel's property are prohibited.

10.13 The consumption of alcohol on the aparthotel's property and within the building, with the exception of the apartment, is prohibited.

10.14 The guest is obliged to behave in a manner so that the reputation of RFR in public is not endangered.

## **11. Termination, cancellation, rescission**

11.1 In accordance with statutory provisions, RFR can terminate the accommodation contract for exceptional reasons without observation of a notice period, should the deposit not be received on time, if there are leasing arrears of more than 14 days, or if the house rules (see 10) are violated, without the rental fee being fully or partially reimbursed.

11.2 Upon conclusion of an accommodation contract, a free of charge cancellation is possible until 30 days prior to the check-in date. Shorter-term (less than 30 days) cancellations are not possible. This also applies to short-term bookings placed less than 30 days prior to the check-in date.

11.3 The guest can terminate the accommodation contract at any time with one month's notice to the start of the next billing period (at the latest on the first of the month of the final planned leasing month). The termination is required in writing.

11.4 RFR reserves the right to withdraw from the contract due to exceptional reasons, for instance if:

- The deposit is not received on time;
- Force majeure or other circumstances not caused by the lessor render the fulfilment of the contract impossible;
- Apartments are booked under false pretences or with misleading/erroneous information or by withholding essential information (e.g. regarding the customer, solvency or purpose of stay);
- RFR has justified cause to believe that the use of the landlord's services may jeopardize the smooth running of business operations, the security or public reputation of the landlord without this being attributable to the landlord's sphere of control/organization;
- There is a violation of the house rules (see 10).

In the event of a justified withdrawal by RFR, the guest is not entitled to any claims from RFR, particularly regarding damages.

## **12. Room cleaning and maintenance of rooms**

12.1 Unless otherwise agreed, the rooms are cleaned by RFR and sheets are changed at least once per month. This excludes used kitchen crockery and utensils. Intentions are to adhere to a 14-day cleaning rota. If it is not possible to clean the room due to lack of staff (e.g. due to illness), no claims for compensation can be made, but a price adjustment is possible.

12.2 If the room is damaged during the course of the stay, the guest must report this immediately.

12.3 The guest must treat the room and its furnishings with care.

12.4 The guest is liable to RFR for damages caused by violation of duty of care, including lack of due diligence and notification obligations, particularly if rooms are not aired enough, not cleaned enough, not heated enough or protected against frost.

12.5 It is prohibited to remove the inventory.

## **13. Shared use of communal facilities**

13.1 In the common rooms in the basement, a washing machine and dryer are available for use by the guest for a fee. These appliances are to be used at the guest's own risk.

13.2 These appliances, provided by RFR, are to be handled with care.

## **14. Internet**

14.1 The guest is permitted to use the in-house W-LAN without any restrictions. RFR assumes no liability should the network be overloaded or if an internet connection cannot be established.

14.2 The guest is obliged to use the internet in the framework of what is legally permitted. The guest is liable for improper use; the guest releases RFR from third party claims.

### **15. RFR entering rooms**

15.1 The management and/or representatives are permitted to enter the leased apartment for important reasons at any time.

15.2 Should the guest be absent for longer than a week during the contract period, the guest is obliged to inform RFR via email.

### **16. Liability**

16.1 RFR is liable for obligations arising from the contract within the legal framework, whereby RFR is only to be held liable in case of intent and gross negligence. This limitation of liability does not apply in the event of bodily injury, death, impairment to health or a culpable breach of significant contractual obligations. If disruptions or shortcomings in the services provided by RFR arise, RFR shall act to remedy the situation as soon as the guest becomes aware of it. The guest is obliged to contribute to a reasonable degree to amend the disruption and keep any damages to a minimum.

16.2 For items brought onto the property by the guest, RFR is only liable in accordance with legal regulations. Subsequently, liability is limited to one hundred times the room rate and a maximum of €2,000, notwithstanding money, securities and valuables – for the latter, liability is limited to €400. Money, securities and valuables up to a value of €400 can be stored in the hotel safe.

16.3 Pertaining mail received by RFR and distributed by RFR, RFR's liability is limited to intent and gross negligence.

16.4 If the guest is provided with a parking space on a hotel car park, even for a fee, no safekeeping contract is deemed to be concluded. RFR is not liable for loss of or damage to vehicles, trailers, motorcycles or trailers and their contents parked or shunted on the hotel property, except in the case of intent or gross negligence.

16.5 The guest is liable to RFR for all damage culpably caused to the apartment by the guest, any companions, visitors, agents, assistants or vicarious agents, the building or objects owned by RFR or third parties. The guest is also liable to RFR for damage to gates, driveways and outdoor facilities caused by the moving and parking of vehicles.

### **17. Data protection**

17.1 The guest and RFR are aware of the statutory data protection regulations, in particular in accordance with the General Data Protection Regulation (GDPR).

17.2 The guest agrees that RFR may collect, store and process the guest's personal data (name, address, telephone and telefax numbers, email address, account and contractual data within the framework of the relationship between RFR and guest) even beyond statutory time limits. The guest agrees that RFR may, if necessary, pass on the guest's personal data to third parties – in particular to authorities, commissioned property management teams, and utility and billing companies within the framework of executing the contract.

17.3 In accordance with Art. 15 of GDPR, the guest is entitled to request information concerning their personal data processed by RFR. In accordance with Art. 16 of GDPR, the guest is entitled to request the correction of incorrect or incomplete saved personal data. In accordance with Art. 17 of GDPR, the guest is entitled to request the deletion of his/her personal data. In accordance with Art. 18 of GDPR, the guest is entitled to restrict the processing of his/her personal data. Furthermore, in accordance with Art. 7 paragraph 3 of GDPR, the guest reserves the right to revoke prior given consent and to object to the processing of personal data.

#### **18. Severability clause**

Should any of the contractual provisions become invalid, the validity of the remaining provisions shall not be affected. Should any part of the Agreement be deemed invalid, a lawful alternative will come into force which economically and legally resembles the invalid agreement as closely as possible.

#### **19. Place of jurisdiction and applicable law**

19.1 As place of jurisdiction Munich is considered as agreed upon, provided that the requirements of § 38 ZPO apply to both parties. In disputes with legal entities of foreign countries within the EU, EuGVVO Art. 22 Nr.1 also applies.

19.2 German law applies exclusively.