

The German version of our Terms & conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.

General Terms and Conditions for Hotel Accommodation Contracts (Version September 2014)

1. Scope of Applicability

- 1.1 These terms and conditions govern contracts for the rental use of hotel rooms (Studios/apartments) for lodging purposes, as well as all other goods and services rendered by the hotel (LikeApart) to the customer in this context (Hotel Accommodation Contract). The term "Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
- 1.2 The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for the other than lodging purposes, whereby section 540, para. 1 sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if these are previously expressly agreed.

2. Conclusion of Contract, Parties, Stature of Limitations

- 2.1 The LikeApart and the customer are the contracting parties. The contract shall come into force upon the LikeApart's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
- 2.2 Any claims against the LikeApart shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time—barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge thereof. The reduction of the statute of limitation period shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the LikeApart.

3. Services, Prices, Payment, Set-Off

- 3.1 The LikeApart is obligated to keep the rooms reserved by the customer available and to render the agreed services
- 3.2 The customer is obligated to pay the agreed or applicable LikeApart prices for rooms provided and for the other services accepted. This also applies to services ordered by the customer directly or via the Like Apart, which a third party provides and the Like Apart disburses.

- 3.3 The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfilment of the contract. An increase of 15% is possible.
- 3.4 The Like Apart can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the LikeApart or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.
- 3.5 LikeApart invoices not stating a due date are payable without deduction and due with ten days of receipt of the invoice. The LikeApart can demand immediate payment of due debt from the customer. With default of payment, the LikeApart shall be entitled to demand the respectively applicable statutory default interest in an amount of currently 8% or, with legal transactions with a consumer, in the amount of 5% above the base interest rate. The LikeApart reserves the right to prove greater damage. Should no payment be made the LikeApart can cancel the contract immediately. By a longer stay than one month, here the invoices are to be paid monthly.
- 3.6 The LikeApart is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract.
- 3.7 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the LikeApart shall be entitled, also after the conclusion of the contract, up to the commencement of the stay, to demand an advance payment or security within the meaning of the above-mentioned No. 3.6 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
- 3.8 Furthermore, the LikeApart shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 3.6 for existing and future accounts receivable from the contact, insofar as such has not already been paid pursuant to the above mentioned No. 3.6 and/or No. 3.7.
- 3.9 The customer may only set-off, reduce or clear a claim by the LikeApart with a claim which is undisputed or decided with final, res judicata effect.

4 Withdrawal of the Customer (Cancellation, Annulment)/Failure to Use Like Apart Services (No Show)

- 4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of the withdrawal exists or if the Like Apart gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.

- 4.2 Insofar as the Like Apart and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he does not exercise his right of withdrawal vis-à-vis the Like Apart by the agreed date.
- 4.3 The customer has agreed with the following withdrawal contract:
- In case of a short term rental of a room (Studio/Apartments within 29 days) the customer can withdraw from the contract up to 3 weeks before arrival date (in written form by Like Apart) without any payment.
 - In case of a Long term rental of a room (Studio/Apartments more than 30 days) the customer can withdraw from the contract up to 6 weeks before arrival date (in written form by LikeApart) without payment.
- 4.4 The LikeApart is entitled to the contractually agreed rate even if the rooms (Studio/Apartments) are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. The LikeApart must credit the income from renting the rooms (Studio/Apartments) to other parties as well as for save expenses. If the rooms (Studios/Apartments) are not rented otherwise, the LikeApart can demand the contractually agreed rate and assess a lump sum for the saved expenses of the LikeApart. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with breakfast as well arrangements with contracted services. The customer is at liberty to show that the above mentioned claim was or has not amounted to the demanded sum.
- 4.5 By long term rental of a room (Studio/Apartments) more than 30 days by a withdrawal up to 14 days before arrival 60 % of the total sum will be charged but maximum 6 weeks . Should a cancellation within 14 days or shorter before arrival date, the full amount for 6 weeks will be charged, should the LikeApart not be able to resell the rooms. The customer is at liberty to show that the above mentioned claim was or has not amounted to the demanded sum.

5 Withdrawal of the Hotel

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the LikeApart is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the LikeApart with a reasonable deadline set, does not waive his right with withdrawal.
- 5.2 If an agreed advance payment or an advance payment or security demanded pursuant to No. 3.6. and/or No. 3.7 is not made even after a reasonable grace period set by the LikeApart has expired then the LikeApart is likewise entitled to withdraw from the contract.
- 5.3 Moreover, the LikeApart is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- Force majeure or other circumstances beyond the LikeApart's control render the fulfillment of the contract impossible;
 - Rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;

- The LikeApart has justified cause to believe that us of the hotel's services might jeopardize the smooth operation of the LikeApart, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
- The purpose or the cause of the stay is illegal;
- There is a breach of the above-mentioned No. 1.2.

5.4 The justified withdrawal by the LikeApart constitutes no claims for damages for the customer.

6 Room Availability, Delivery and Return

6.1 The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.

6.2 Reserved rooms are available to the customer starting at 2 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. The customer must check-in no later than 8 p.m. Should the customer not mention a late arrival LikeApart has the right to resell the room should the customer not arrive punctually. The customer has no right to claim damages.

6.3 LikeApart will send a KeyCard prior to arrival so that the customer can have access to his room. This is only done if arrival is after 14 days. Should arrival be within the 14 days no KeyCard will be sent, therefore Check-in must be done when the reception is occupied. The opening times of the reception are Monday until Friday 5 p.m. until 9 p.m. and Saturday, Sunday and public holidays from 5 p.m. until 8 p.m. (customers will be informed should the times be changed)

6.4 Rooms must be vacated and made available to the LikeApart no later than 10 a.m. on the agreed date of departure German Civil Code § 545 BGB is not included. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the LikeApart may charge 50% of the full accommodation rate (list price) for the additional use of the room until 6 p.m. (after 6 p.m. 90%). Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

6.5 The customer will receive on arrival date an inventory list of all items in his room e.g. plates, cups, glasses, cutlery etc. The customer must inform the reception on arrival day should anything be missing or damaged. At the end of his stay the inventory list will be checked. Should anything be damaged the customer will be informed on the date of departure and will be issued with an invoice.

6.6 LikeApart has the right to withdraw from a contract when a booking is longer than one month. A cancellation can be done within one month to months end. An extension of a stay made within 14 days will automatically receive a new contract.

6.7 A tacit extension of a contract is not accepted. Should a check-out not be done correctly LikeApart have the right to empty the room and to keep belongings in a separate room. Extra costs will be deducted from the landlord mortgage.

7 Liability of the Hotel

7.1 The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A

breach of the obligation of the LikeApart is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 7. Should disruptions or defects in the performance of the LikeApart occur, the LikeApart shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.

- 7.2 The LikeApart is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the LikeApart or room safe. If the guest wishes to bring with him money or valuables with a value of more than €800,00 or other things with a value of more than €3500,00, a separate safekeeping agreement is necessary. LikeApart has an insurance for a customer property to maximum of €4500,00 per room.
- 7.3 Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The LikeApart only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the LikeApart's property and the contents thereof only pursuant to the preceding No 7.1 sentences 1 to 4.
- 7.4 Messages, mail and merchandise deliveries for guests shall be handled with care. The LikeApart will deliver, hold and for a fee, forward such items (on request). The LikeApart only assumes liability according to the preceding No. 7, sentences 1 to 4.

8 Private Policy

- 8.1 LikeApart collects, processes and uses personal data only for the completion, fulfillment and settlement of contracts. These personal-related data includes Surname, first name, the clients company, and the full address.
- 8.2 The aforementioned personal data will only be used to for the contracts and for invoices for additional performance and services used.
- 8.3 Personal data will not be given to a third party, only for contracts or by debt collectors.
- 8.4 For orders for special services from LikeApart e.g. massages, rental car or food deliveries, the customer's name and room number will be made public. The customer agrees that this is made public.

9 Final Provisions

- 9.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 9.2 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is in Fürth. Insofar as a contracting party fulfills the requirements of section 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction with in the country, the courts at Fürth shall have exclusive jurisdiction.

- 9.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.
- 9.4 The house rules is an essential component to residential contract.
- 9.5 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.