

# 1. GENERAL; SCOPE

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- **1.1** The provider of the OBERDECK Studio Apartment House and the contract partner for the leasing of apartments is OBERDECK Betreibergesellschaft mbH, Große Elbstraße 145c, 22767 Hamburg, represented by its managing director Frank Kirschke (hereinafter also referred to as “OBERDECK”).
- **1.2** These general terms and conditions (hereinafter also referred to as “terms”) form part of every contractual agreement between OBERDECK and its customers. Any customer or third-party terms and conditions or deviating regulations do not apply, unless expressly confirmed by OBERDECK in writing. Individual agreements always have priority over these terms.
- **1.3** The offer on the website [<https://www.oberdeck-hamburg.de/>] (hereinafter also referred to as the “website”) is directed exclusively to consumers who have reached the age of 18 years.
- **1.4** The business relationships between OBERDECK and the customer are subject to the laws of the Federal Republic of Germany and, in the case of consumers domiciled outside Germany, also the mandatory consumer law provisions of their respective country of domicile. The validity of UN purchasing law is excluded.
- **1.5** The contract language is German.
- **1.6** The place of performance is the registered office of OBERDECK.
- **1.7** The place of jurisdiction is the registered office of OBERDECK if the consumer has no domicile in Germany or the other parties are merchants. However, we are also entitled to seek legal redress against customers at their general place of jurisdiction. This provision shall not affect any exclusive place of jurisdiction that may have been agreed.
- **1.8** The EU Commission has provided a platform for out-of-court resolution of disputes. This gives consumers the opportunity to settle disputes in connection with online contracts they agree to without requiring the intervention of a court. The Dispute Settlement Platform can be reached at the external link <https://ec.europa.eu/consumers/odr/>. OBERDECK is neither willing nor obliged to participate in such arbitration proceedings.
- **1.9** Required notice per §36 of the Consumer Dispute Settlement Act (VSBG): OBERDECK is neither willing nor obliged to participate in further dispute resolution proceedings before a consumer arbitration board.

## 2. CONCLUSION OF CONTRACT AND CONTRACT EXECUTION

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- **2.1** Offers from OBERDECK are not binding and subject to change until a contract is signed.
- **2.2** Customers may make bookings on the OBERDECK Studio Apartments website. To do this, customers must fill out an online booking form. By clicking on the “Complete booking” button, the booking will be sent to OBERDECK. Until such time, customers have the opportunity at any time to view and change the data provided in the booking or to cancel the booking process altogether. A booking is also possible by phone, in writing, or by email.
- **2.3** OBERDECK will then send the customer a booking confirmation by email or in writing. This will result in a rental agreement in accordance with these terms and conditions. Only the person stated in the booking will become party to the contract. Customers are not entitled to assign or transfer claims and/or rights under the contract to third parties without OBERDECK’s express written consent. If person making the booking is not the same as the party that will be using the booked accommodation, both parties shall then be jointly and severally liable for the obligations arising from the rental agreement. A rental agreement is also made without a booking confirmation if the apartment is provided to the customer.
- **2.4** OBERDECK reserves the right to refuse a booking without stating any reasons.
- **2.5** The booking and the contract documents will be sent to customers by email or in writing. The contract text is only available to customers in their booking confirmation; they are therefore advised to keep this email or this letter.

## 3. PRICES AND PAYMENT

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- **3.1** The price for the booking is determined by the respective offer on the website. The prices quoted are inclusive of applicable VAT.
- **3.2** The fee for booking an apartment must be paid in full in advance. OBERDECK will issue an invoice to customers either in writing or by email.

- **3.3** OBERDECK invoices are payable within 7 days of receipt. In the event of late payment, OBERDECK is entitled to demand the applicable default interest. OBERDECK reserves the right to claim higher damages.
- **3.4** OBERDECK grants a discount on the current daily rates for longer bookings as follows: when booking a studio apartment for at least 30 days, a discount of 10% off the daily price; for bookings of at least 90 days, a discount of 15% off the daily rate; and for bookings of 180 days or more, a discount of 20% off the daily rate. Discounts cannot be combined.

## **4. PROVISION OF STUDIO APARTMENTS**

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- **4.1** The booked studio apartment is available to the user from 3:00 pm on the respective arrival day. There is no claim to booking a specific studio apartment. Possession of the studio apartment will only be handed over to the customer if the fee for the booking has been paid in full to OBERDECK.
  - **4.2** On the day of departure, the apartment must be vacated by 12:00 at the latest.

## **5. CANCELLATION/WITHDRAWAL BY THE CUSTOMER**

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- **5.1** Customer bookings are binding. A booking may be cancelled within the respective notice periods based on the number of nights cancelled in the following paragraphs 5.2 to 5.6. A cancellation must always be made in writing or by e-mail.
  - **5.2** If a booking of one or two nights is cancelled, 100% of the total amount due will be charged as a cancellation fee.
  - **5.3** Bookings of up to six nights may be cancelled free of charge until two (2) days prior to arrival. The deadline is 3:00 pm of the respective day. If notice is provided later or the customer is a no-show, 100% of the total amount will be charged as a cancellation fee.
  - **5.4** Bookings of 7 to 28 nights may be cancelled free of charge until seven (7) days prior to arrival. The deadline is 3:00 pm of the respective day. If notice is provided between 4 and 6 days prior to arrival, 70% of the total amount will be

charged as a cancellation fee; if notice is provided later or the customer is a no-show, 100% of the total amount will be charged as a cancellation fee.

- **5.5** Bookings of 29 nights or longer may be cancelled free of charge until ten (10) days prior to arrival. The deadline is 3:00 pm of the respective day. If notice is provided between 4 and 6 days prior to arrival, 80% of the total amount will be charged as a cancellation fee; if notice is provided later or the customer is a no-show, 100% of the total amount will be charged as a cancellation fee.
- **5.6** Customers are free to prove that OBERDECK suffered less or no damage as a result of their cancellation.
- **5.7** The difference between any prepayments made and any applicable cancellation fee will be refunded within 7 days of receiving an effective cancellation.
- **5.8** The customer's right to terminate the contract without notice for serious cause remains unaffected. Such cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the customer cannot reasonably be expected to continue the lease until the end of the notice period or until the termination of the lease, in particular if OBERDECK is at fault for the situation.

## **6. TERMINATION AND WITHDRAWAL FROM THE CONTRACT BY OBERDECK**

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- **6.1** OBERDECK is entitled to withdraw from the contract if the customer does not pay the contractually agreed fee after the expiry of a reasonable grace period it has set.
  - **6.2** OBERDECK may without notice terminate the rental agreement for cause. Such cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, OBERDECK cannot reasonably be expected to continue the lease until the end of the notice period or until the termination of the lease, in particular if the customer is at fault for the situation. Such cause also exists if force majeure, strikes, disruptions to its operations, or other circumstances beyond OBERDECK's control render the execution of the contract impossible; the use of the studio apartment endangers its smooth business operations and/or the safety of OBERDECK and its facilities; there is a significant violation of the house rules, an unauthorized

subletting of the apartment, or the booked apartment is use to commit illegal or immoral acts.

## 7. CUSTOMER OBLIGATIONS AND LIABILITY

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- **7.1** The studio apartment may not be subleased. The booked studio apartment may only be used by the persons named in the booking.
  - **7.2** Customers are fully liable for any damages and/or losses they cause during the rental period. In this case, OBERDECK is entitled to retain a reasonable portion of the deposit. OBERDECK will settle this once the damages have been repaired.

## 8. OBERDECK'S LIABILITY

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- **8.1** OBERDECK is not liable for the loss or damage of luggage or other personal property belonging to customers.
  - **8.2** Outside of its liability for material and legal defects, OBERDECK accepts full liability only for damages caused by its intentional acts or gross negligence. OBERDECK is also liable for damages caused from the slightly negligent breach of essential obligations (i.e. those obligations that, when breached, endanger the purpose of the contract) and for breaches of cardinal obligations (i.e. those obligations requisite for the proper execution of the contract and the fulfilment of which customers may normally rely upon), but said liability is limited only to the foreseeable damages typical of transactions like these. OBERDECK is not liable for the slightly negligent breach of any other obligations.
  - **8.3** The limitations of liability of the preceding paragraph shall not apply to injury to life, body or health, to failures to meet guaranteed quality, fraudulently concealed defects, any liability under the Product Liability Act, and privacy violations.
  - **8.4** If the liability of OBERDECK is excluded or limited, this also applies to the personal liability of its organs, employees, representatives, and vicarious agents.

## 9. DATA PROTECTION

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- **9.1** When booking apartments, OBERDECK collects the personal data provided at the time of booking, in particular the name, address, telephone number, and email address of the customer, and processes these electronically. As far as customers provide further data in the course of their booking, this will also be sent to OBERDECK for processing.
  - **9.2** If customers register other guests for the booking, they confirm that they have permission to register the same and provide their personal data to a third party.
  - **9.3** OBERDECK will process the data listed in paras. 9.1 and 9.2 electronically in order to ensure proper performance of the contract, in particular for the implementation and settlement of the lease. The processing of customer personal data is necessary and necessary for the execution of the contract. The legal basis for this data processing is Art. 6 para. 1 clause 1 lit. b of the EU General Data Protection Regulation (GDPR).
  - **9.4** OBERDECK will retain the data it has collected until such time as all mutual claims arising from the contractual relationship have been completely settled and its retention obligations under commercial and tax law have expired.
  - **9.5** Per Art. 15 GDPR, customers may at any time demand information about the data OBERDECK has stored about them. Customers may also request that any inaccurate data on file be corrected.
  - **9.6** The data controller responsible for processing the data is OBERDECK.
  - **9.7** The data processed when visiting the OBERDECK website is based on the [privacy policy](#).

## **10. SEVERABILITY CLAUSE**

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- If any provision of these terms is invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by one which, in a legally-effective manner, approximates as closely as possible the meaning and purpose of the invalidated provision. The same shall apply in the event that a necessary provision has been inadvertently omitted.