

General Terms and Conditions (AGB)

1. scope of application

1.1 These terms and conditions apply to contracts for the rental of apartments and suites for residential purposes, for all other services and deliveries provided to the customer

by art'appart appartementvermietungs GmbH, hereinafter referred to as art'appart.

1.2 The subletting or further leasing of the rooms provided as well as their use for purposes other than accommodation and events require the prior written consent of art'appart.

1.3 The customer's terms and conditions of business shall only apply if they have been agreed upon in writing in advance.

2. conclusion of contract and contractual partners

2.1 The contract comes into effect upon acceptance of the customer's application by art'appart. art'appart is free to confirm the apartment booking in writing. A group booking or

other events shall only become binding upon written confirmation of the order by art'appart.

2.2 The contractual partners are art'appart and the customer. If a third party has ordered on behalf of the customer, the customer shall be liable to art'appart together with the customer as joint and several debtor for all obligations arising from this contract, provided that art'appart has a corresponding declaration of the third party.

3. services, prices, payment, offsetting

3.1. art'appart is obligated to keep the number of apartments/suites booked by the customer ready and to provide the other agreed upon services.

3.2 The customer is obligated to pay the applicable or agreed prices for the provision of the apartment/suites, the provision of rooms and the other services used by him/her. from art'appart. This also applies to services and expenses of art'appart to third parties initiated by the customer.

If art'appart is obliged to provide/deliver food and beverages in a contractually agreed scope for a certain number of persons and if fewer

If the food and drinks are served to persons, the customer is obliged to accept and pay for the food and drinks to the extent ordered, regardless of the actual use. If more persons than in the

participate in the event to the extent contractually agreed upon, art'appart shall not be obliged to provide further services. art'appart shall endeavour to do so within the scope of its possibilities,

to take account of the circumstances arising therefrom.

3.3 The agreed prices include the respective statutory value added tax.

3.4 If the period between the conclusion of the contract and its fulfilment exceeds 4 months and if the price generally charged by art'appart for such services increases, art'appart may

contractually agreed price, but by no more than 10 %.

3.5 Furthermore, art'appart may change the prices if the customer subsequently requests the following changes:

- number of booked apartments/suites, booked rooms and/or booked persons
- Length of stay of the guests
- other booked services from art'appart

and art'appart agrees with it. The customer is free to prove that the changes are associated with savings for art'appart.

3.6 Invoices from art'appart without a due date shall be payable without deduction upon receipt of the invoice. art'appart is entitled to declare accrued claims due at any time and to demand immediate payment of all outstanding amounts.

to demand payment. In the event of default of payment, art'appart is entitled to charge interest for the current year at a rate of 5% above the respective base interest rate of the Deutsche Bundesbank. The customer

art'appart reserves the right to provide evidence of lower, art'appart that of higher damages.

3.7 The customer may only offset, retain or reduce a claim of art'appart against a claim of art'appart with an undisputed or legally valid claim.

4. withdrawal by the customer (cancellation, rescission)

4.1 A withdrawal by the customer from the contract concluded with art'appart requires the written consent of art'appart. If this does not take place, the agreed price from the contract shall also be

pay if the customer does not make use of contractual services. This shall not apply in cases of default in performance on the part of art'appart or an impossibility of performance for which art'appart is responsible.

4.2 If a date for withdrawal from the contract has been agreed upon in writing between art'appart and the customer, the customer may withdraw from the contract until such date without triggering payment or damage compensation claims by art'appart. The customer's right to withdraw from the contract shall expire if he does not exercise his right to withdraw in writing to art'appart by the agreed date, unless a case default in performance by art'appart or an impossibility of performance for which art'appart is responsible.

4.4 In the case of apartments/suites not used by the customer, art'appart shall pay the income from renting the apartment/suite to another party as well as the saved expenses

to be taken into account. In the case of rooms not used by the customer, art'appart shall credit the income from renting the rooms to other parties as well as the saved expenses in connection with

deliveries by means of food and beverages.

4.5. art'appart is at liberty to make a lump-sum payment for damages incurred by art'appart after the expiry of the withdrawal periods and to be compensated by the customer. The customer is then obliged to pay 90% of the contractually agreed price for

- the rental of the apartment/suite plus any breakfast that may have been agreed
- to pay the rental of the rooms plus the total agreed price for ordered food and drinks plus 50% of the delivery costs.

The customer shall be free to prove that no damage has been incurred or that the damage incurred by art'appart is lower than the flat rate requested.

5. withdrawal/termination by art'appart

5.1 If the customer's right to withdraw from the contract within a certain period of time has been agreed upon in writing, art'appart shall be entitled to withdraw from the contract within this period of time if inquiries

of other customers in accordance with the contractually booked apartments/suites, rooms and/or other services and the customer, upon inquiry by art'appart, does not exercise his right of withdrawal

...to the other side of the border.

5.2 If an agreed advance payment is not made even after the expiry of a reasonable grace period set by art'appart with the threat of rejection, art'appart shall also be entitled to withdraw from the contract.

from the contract.

5.3 Furthermore, art'appart is entitled to withdraw from the contract for objectively justified reasons, to terminate the contract, if, for example

- force majeure or other circumstances for which art'appart is not responsible make it impossible to fulfil the contract,

- apartments/suites are booked under misleading or false statement of material facts, e.g. in the person of the customer or the purpose,

- rooms or other services are booked under misleading or false statement of essential facts, e.g. in the person of the customer or the purpose, the customer without prior consent

through art'appart, brings food and beverages to events held at the premises,

- art'appart has justified reason to believe that the use of the service, the safety of other guests or employees of the house or the reputation of art'appart in the public is endangered, without this being attributable to the sphere of control or organisation of art'appart.

5.4. art'appart must inform the customer immediately of the exercise of the right of withdrawal/cancellation.

5.5 In the event of justified withdrawal/termination by art'appart, the customer shall not be entitled to claim damages.

6. provision, delivery and return

6.1 The customer does not acquire any claim to the provision of certain apartments/suites/rooms.

6.2 Booked apartments/suites are available to the customer in perfect condition from 4 p.m. on the agreed day of arrival. Booked rooms are only available to the customer from the agreed time (day, time). The customer has no claim to earlier availability.

6.3 On the agreed day of departure, the apartments/suites must be vacated and made available no later than 11.00 a.m. Thereafter, art'appart shall be entitled to claim damages in excess of the damage incurred by it for

the additional use of the apartments/suites until 16.00 hrs will be charged 50% of the full accommodation price (list price), after 18.00 hrs 100%. The customer is at liberty to provide evidence of this to art'appart,

that no damage or a significantly lower damage has been incurred.

6.4. art'appart is entitled to charge an additional cleaning fee of EUR 100.00 in addition to the concluded contract if the apartment/suite is used beyond the

was taken.

6.5 The customer is obliged to return the rooms immediately after the end of the event.

7. liability

7.1. art'appart shall be liable with the diligence of a prudent businessman. However, this liability shall be limited to intent and gross negligence. The customer shall be obliged to contribute what is reasonable for him/her to

to eliminate the fault and keep possible damage to a minimum.

7.2 art'appart shall be liable for items brought in according to the statutory provisions, i.e. up to EUR 600,--. art'appart is not liable for money and valuables. Money and objects of value may be stored until

for a maximum value of EUR 1,000 (sum insured) in the apartment/suite safe or in safes at the reception desk, which are available according to the available capacities. art'appart recommends making use of this option. The liability claims expire if the customer does not immediately after obtaining knowledge of loss, destruction or damage is reported to art'appart (§ 703 BGB).

7.3 The statutory provisions shall apply to the unlimited liability of art'appart.

7.4 If the customer is provided with a vehicle parking space in the underground car park or in a hotel parking lot, even against payment, this does not constitute a safekeeping agreement. At

Loss of or damage to parked or manoeuvred motor vehicles and their contents shall not be the responsibility of art'appart, except in cases of intent or gross negligence. This shall also apply to vicarious agents from art'appart.

7.5 Messages, mail and consignments of goods for the guests are treated with care. This does not constitute a safekeeping contract.

7.6 The customer is liable for all damage culpably caused by him, his employees, his guests or visitors in the art'appart. building or the art'appart. inventory.

7.7 The customer's claims are subject to a statutory limitation period.

8. decorations brought in by the customer/ rearranging of furnishings

8.1 The installation of decorative materials on the premises of art'appart is only permitted with the prior consent of art'appart. The customer shall be responsible for the approvability of the decoration.

The customer is solely liable for decorations installed in this manner and indemnifies art'appart from third party claims.

8.2 The rearrangement of furnishings in the provided apartments/suites requires the express approval of art'appart. In the event of violations, art'appart reserves the right 200.00 in order to restore the original condition or, in the case of damage caused by the rearrangement, to pay 100% of the cost of repairing the damage to the to be charged to the guest.

9. final provisions

9.1 Amendments or supplements to the contract, the acceptance of applications or these terms and conditions of admission should be made in writing. Unilateral amendments or additions by the

Customers are invalid.

9.2 The place of performance and payment is the registered office of art'appart.

9.3 The exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - in commercial transactions is the registered office of art'appart; this also applies in commercial transactions to customers who do not have a registered office in the country of domicile.

general place of jurisdiction in Germany.

9.4 German law applies.

9.5 Should individual provisions of these General Terms and Conditions of Business for Apartment/suite bookings be or become invalid or void, the validity of the remaining provisions shall be affected.

Provisions are not affected. In all other respects the statutory provisions shall apply.