

# Our Terms & Conditions

## General Standard Terms and Conditions of HRS Boardinghouse Betriebs-GmbH

(hereinafter referred to as “enterprise”) for the lodging in Gorki Apartments, Weinbergsweg 25, 10119 Berlin

### Applicability

1. The present General Standard Terms and Conditions shall apply to any (leases and) rental use of apartments for accommodation purposes as well as any further services and deliveries provided by the enterprise for the customer.
2. The sub-letting or re-letting of the provided apartments, as well as usage for a purpose other than that which has been agreed, shall require the prior written consent of the enterprise.
3. The customer’s terms and conditions shall apply only if so agreed in advance in writing.

### Conclusion of contract, contracting parties, contractual liability and limitation period

1. The contract comes into being upon the acceptance of the customer’s reservation by the enterprise. At its own discretion, the enterprise may confirm the apartment booking in writing. In case the reservation is placed through the enterprise’s electronic booking system [www.gorkiapartments.com](http://www.gorkiapartments.com), the customer will automatically receive a booking confirmation via email.
2. The parties to the contract are the enterprise and the customer. If a third party placed the order on behalf of the customer, then the third party shall be liable vis-a-vis the enterprise for all obligations arising from the lease and lodging contract as joint and separate debtor with the customer.
3. The enterprise shall be liable for its obligations stated in the contract. In areas not related to the provision of typical services, this liability shall be restricted to deliberate intent or gross negligence.
4. Any and all claims by the customer shall be time-barred after six months.
5. The above-mentioned limitation of liability and short limitation period apply to the enterprise’s benefit even if obligations are violated during actions leading up to the conclusion of the contract and in case of positive breach of contractual obligations.

### Services, prices, payment, set-off

1. The enterprise undertakes to keep one or multiple apartments reserved by the customer in a specific apartment category available and to render the services which have been agreed in advance.
2. The customer is obligated to pay the applicable or agreed price for the apartment provided and for other services agreed or used. The same applies to the enterprises services and outlays to third parties caused by the customer.
3. The agreed price includes the relevant statutory value added tax. If the period between conclusion and fulfillment of the contract exceeds four month, and if the prices generally charged by the enterprise for such services increases, then the enterprise may raise the price agreed by contract to a reasonable extent, but not more than ten per cent.
4. The price can be further changed, if the customer later wishes to make alterations in the number of booked apartments, the services of the enterprise or of the length of stay of the guests and if the enterprise agrees to this.
5. Invoices from the enterprise without due date shall be payable immediately without discount. Invoices from the enterprise for long term stays (bookings for more than 27 nights) shall be payable without discount on the 10th day after receipt latest. The enterprise is entitled to declare accrued debts due for payment at any time.

6. The enterprise is entitled to demand an appropriate advance payment or collateral security upon conclusion of the contract or thereafter. The enterprise is also entitled at its own discretion to execute a pre-authorization and to block the total or partial invoice amount on the customer's credit card by using the credit card data until the billing is initiated. The amount of the advance payment, blocked sum and the payment deadline can be agreed in writing in the contract.
7. The customer can only set-off or reduce a claim made by the enterprise with an undisputed or legally binding counter claim.

### **Rescission by the customer (annulment, cancellation, no-show)**

1. A contract rescission on the part of the customer requires the enterprise's written consent. If it is not granted on part of the enterprise and should the customer withdraw from the contract, the agreed price shall be paid, even if the customer does not avail himself of contractual services. This does not apply in cases of delayed performance by the enterprise or impossibility of performance for which the enterprise is at fault.
2. To the extent that the enterprise and the customer agreed on in writing a date for rescinding the contract, the customer may rescind the contract without incurring payment or damage compensation claims by the enterprise. The customer's right of rescission expires if he does not exercise his right vis-à-vis the enterprise in writing by the agreed date, to the extent there is no delay in performance of the enterprise or of impossibility of performance for which the enterprise is at fault.
3. If an apartment is not used by the customer, the enterprise must apply credit for the income from letting this apartment to other parties and also for saved expenses.
4. At his own discretion the enterprise may claim a lump-sum compensation from the customer for damages incurred. The customer is hence obligated to make the following lump-sum payments depending on the contractually agreed length of stay:

#### **Short term stays (1 to 7 nights):**

- cancellation up to 2 days before beginning of the service period: none (without charge)
- cancellation less than 2 day before beginning of the service period: 100% of the total amount

#### **Long term stays (8 to 60 nights and more):**

- - cancellation up to 14 nights before beginning of the service period: none (without charge)
- - cancellation 13 to 7 days before beginning of the service period: 30% of the total amount
- - cancellation less than 6 days before beginning of the service period: 100% of the total amount

#### **Group booking (5 apartments and more) and events:**

- cancellation up to 60 days before beginning of the service period: none (without charge)
- cancellation up to 40 days before beginning of the service period: 50% of the total amount
- cancellation up to 20 days before beginning of the service period: 90% of the total amount
- - cancellation less than 10 days before beginning of the service period: 100% of the total amount

## **Fairs and holidays:**

- cancellation up to 14 days before beginning of the service period: none (without charge)
- cancellation 13 to 5 day before beginning of the service period: 50% of the total amount
- cancellation less than 4 days before beginning of the service period: 100% of the total amount

When booking the non-refundable rate it cannot be cancelled free of charge. The customer is entitled to provide evidence to the effect that the enterprise either incurred no damage at all or that the actual damage incurred amounts to much less than the amount of the claim.

## **Rescission by the enterprise**

1. In the event that a right of rescission within a certain period was agreed in writing for the customer, the enterprise for its part is entitled to rescind the contract during that period if there are inquiries from other customers regarding the contractually booked apartments and the customer does not waive his right of rescission at the request of the enterprise.
2. If an agreed advance payment has not been made even after a reasonable time extension with warning of rejection has been granted by the enterprise, then the enterprise is likewise entitled to rescind the contract.
3. Furthermore, the enterprise is entitled to effect an extraordinary rescission of the contract for a materially justifiable cause, for example in case of force majeure or other circumstances for which the enterprise is not responsible, which would make it impossible to fulfill the contract. This also applies if apartments are booked with misleading or false information regarding major facts, e.g. regarding the identity of the customer or the purpose, or if the operator has reasonable cause to assume that the use of the enterprises services might endanger smooth business operations, the security or the public reputation, without this being attributable to the enterprise's sphere of control or organization.
4. The enterprise has to immediately notify the customer of the execution of its right of rescission.
5. The customer cannot derive any claim for compensation from justified rescission by the enterprise.

## **Apartment availability, delivery and return**

1. The customer does not acquire the right to be provided with specific apartments.
2. Booked apartments are not available before 3 p.m. to the customer on the agreed date of arrival. The customer does not have a right to earlier availability.
3. Apartments must be vacated and made available to the enterprise by no later than 12 a.m. noon on the agreed date of departure. After that time, the enterprise may charge 50% of the full accommodation rate (list price) in addition to damages so incurred for the additional use of the apartment until 6 p.m. (after 6 p.m. 100%). The customer is at liberty to prove to the enterprise that it incurred no or much lesser damages.

## **Liability of the enterprise**

1. The enterprise assumes liability for the due care and diligence of a prudent merchant. However, in non-typical service areas this liability is limited to performance defects, damages, consequent damages, and faults or defects resulting from intent or gross negligence on the part of the enterprise. Should faults or defects of the enterprise's services occur, the enterprise will endeavor to remedy the situation when the enterprise is notified of this or upon the customers immediate notification of the defect or fault. The customer undertakes to contribute reasonable assistance in remedying the fault and minimizing any possible damages.
2. The enterprise's liability toward the customer's property brought to the apartment is in accordance with the statutory provisions, i.e. up to one hundred times the apartment rate, not to exceed EUR 3,500 and up to EUR 800 for cash and valuables. Cash and valuables up to a maximum value of EUR 3,500 may be stored in an apartment safe. The enterprise recommends to make use of this facility. Liability claims expire unless the customer immediately notifies the enterprise after learning of the loss, destruction or damage (Civil Code, section 703).

3. Unlimited liability of the enterprise is governed by the statutory provisions.
4. Insofar as a parking space is provided to the customer, this does not constitute a safekeeping agreement, even if a fee is charged. The enterprise assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's premises or its contents, excepting cases of intent or gross negligence. This also applies to people carrying out jobs for and being employed by the enterprise.
5. Messages, mail and merchandise deliveries for apartment guests are handled with care. The enterprise will deliver, hold and for a certain fee forward such items by request. Damage compensation claims are precluded hereby, excepting cases of gross negligence or intent.

## **Provisions for Group Travel Arrangements**

1. The prices published on the enterprise's website ([www.gorkiapartments.com](http://www.gorkiapartments.com)) are not applicable for group travel arrangements.
2. A group travel arrangement is a single booking or several bookings from one single customer for at least five apartments for one and the same or nearly the same arrival- and departure date.
3. The enterprise reserves the right to offer the customer special group travel terms and conditions and special rates, if online bookings, placed through the electronic booking system [www.gorkiapartments.com](http://www.gorkiapartments.com) or any other channel, are recognized as group travel arrangements.
4. The enterprise reserves the right to reject and to cancel online bookings placed through the electronic booking system [www.gorkiapartments.com](http://www.gorkiapartments.com) or any other channel if they are recognized as group travel arrangements and the customer refuses to accept the applicable special group travel terms and conditions or rates.

## **Final provisions**

1. Alterations or amendments to the contract, the acceptance of order or these General Standard Terms and Conditions for apartment accommodation must be made in writing. Unilateral changes and amendments by the customer are not valid.
2. Place of performance and place of payment is the enterprises registered domicile.
3. Court of jurisdiction is Berlin. In as much as one contracting party fulfills the requirements of section 38, paragraph 1 of the Code of Civil Procedure and does not have a general court of jurisdiction within the country, the court of jurisdiction is the enterprises registered domicile.
4. The contract shall be governed by and construed in all respects in accordance with the national laws of the Federal Republic of Germany.
5. Should individual provisions of these General Standard Terms and Conditions for apartment accommodation be or become null and void, the validity of the remaining provisions shall remain unaffected thereby. In this case the contracting parties are obligated to replace a null and void provision by a relevant and effective provision to the benefit of the economic purpose of the parties. The statutory provisions shall be applicable.