

## **General Terms and Conditions of rostock apartment LIVING HOTEL**

### **I. Scope**

1. These General Terms and Conditions apply for agreements relating to the rental of apartments as well as for all other services of and deliveries by rostock apartment LIVING HOTEL.
2. Subletting of the facilities rented out, and use of them for purposes other than lodging accommodation (business or similar events, and job interviews) requires prior approval.

### **II. Conclusion of agreement, provision of the apartments**

1. The agreement is made by a binding reservation and confirmation of reservation. The parties to the agreement are the guest and rostock-apartment LIVING HOTEL. If a third party has made the reservation, he/she, along with the guest, is liable for all obligation arising from the agreement.
2. The guest has no prior claim to a given apartment. The apartment that has been reserved is available from 3 p.m. on the day of arrival. If the guest intends to arrive after 5 p.m. this should be agreed in advance. On the day of departure, the apartment must be vacated by 11:00 a.m. The proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

### **III. Services, prices and payment**

1. The guest is obliged to pay the relevant current or agreed prices for rental of the apartment and for any additional services and deliveries he/she has enjoyed. The prices include the value added tax at time of payment.
2. The invoice total has to be paid at arrival. Exceptions have to be agreed in advance. rostock apartment LIVING HOTEL may have to demand a prepayment or deposit from the guest. This may apply to reservations for more than 7 nights, reservations of several apartments and reservations including holidays or other events.
3. We accept cost absorption sent in advance. In case of default statutory regulations apply. The guest can only put in a claim against rostock apartment LIVING HOTEL that's legal and valid.

### **IV. Cancellation**

1. The guest has the right to withdraw from the agreement without any charges until 4 p.m. at the day of arrival. Cancellation any later then that or no-shows will be charged with 80 % of the invoice total.
2. No-charge-cancellation of reservations for more than 7 nights, reservations of several apartments and reservations including holidays or other events may be withdrawn no later than 7 days before arrival. Cancellation any later then that or no-shows will be charged with 80 % of the invoice total.

## **V. Liability**

1. rostock apartment LIVING HOTEL is prudent in its business dealings and assumes liability for its obligations arising from the agreement. If there are any service problems or deficiencies, these will be remedied immediately. The guest is obliged to do whatever may be reasonably expected of him/her to remedy a problem and to limit any potential damage.

2. rostock apartment LIVING HOTEL is liable for all loss and damage arising from injury of life, body and health within the scope of statutory regulations. rostock apartment LIVING HOTEL also assumes liability for items brought in by the guest within the scope of statutory regulations.

3. The supply of a parking space, even when it is paid, does not induce a deposit contract. There is no duty to monitor vehicles. If vehicles that are parked, or their contents, are lost or damaged, liability is only considered if intent or culpable negligence is involved.

## **VI. House rules**

1. Due to the high-quality equipment in the apartments we expect a careful usage and a proper attitude within the house from all our guests. rostock apartment LIVING HOTEL might have to cancel the tenancy precociously in case other guests are being bothered.

2. Smoking is allowed on the balconies and in the garage only. In case of violation the Hotel charges the guest 250 EUR. This also applies after the guest has already checked out.

## **VII. Final provisions**

1. Any changes or amendments to the agreement, to the acceptance of a proposal or to these General Terms and Conditions has to be set out in writing. Any amendments or additions made by the guest himself/herself carry no validity.

2. The place of fulfillment and payment is Rostock. For the rest, German law applies.

3. If any individual provisions of these General Terms and Conditions are or become invalid or null and void this shall not affect the validity of the remaining provisions. In such a case, a provision must be agreed that is as close as possible to the provision that is invalid.