

# TERMS AND CONDITIONS

Version of 08.07.2021

## §1 SCOPE OF APPLICATION

1. These terms and conditions govern contracts for the rental of residential space for accommodation purposes ("**Apartments**") as well as all other services and supplies rendered to the guest by Living28 GmbH, Adenauerstraße 20, 52146 Würselen.
2. These terms and conditions shall apply exclusively. The guest's terms and conditions shall not apply, irrespective of their respective content, unless explicitly acknowledged by Living28 GmbH beforehand in text form.

## §2 CONCLUSION OF CONTRACT, PARTNER, SUBLETTING

1. The accommodation contract shall be concluded upon acceptance of the guest's booking by Living28 GmbH. Living28 GmbH accepts the booking by confirmation in text form, at the latest, however, by provision of the Apartments.
2. Contractual parties are Living28 GmbH and the guest. If a third party has booked for the guest, such third party shall be liable to Living28 GmbH together with the guest as joint debtor for all obligations arising from the accommodation contract. In this case, such third party is the contractual party.
3. Subletting of the Apartments as well as their use for purposes other than accommodation require the prior consent of Living28 GmbH in text form. The same shall apply for use of the Apartment by persons / visitors exceeding the stipulated number of persons foreseen in the contract.

## §3 SERVICES, PRICES, PAYMENT METHODS

1. Living28 GmbH is obliged to provide the Apartments booked by the guest or an equivalent replacement thereof, and to render the services agreed upon.
2. The guest is obliged to pay the prices agreed upon or applicable for the provision of accommodation and for other services accepted by him and offered by Living28 GmbH. This shall also apply to services commissioned by the guest directly or via Living28 GmbH, which are provided by third parties and disbursed by Living28 GmbH.

3. The agreed prices include the respectively applicable value added tax ("VAT"). Should the VAT rate applicable to the contractual services increase or decrease after conclusion of the contract, the prices will be adjusted accordingly.
4. The payment must be made after conclusion of contract. In case of long-term-stay of more than one month (from 30 nights), only the amount of the first month will be charged immediately. The amount for the following months will be charged no later than three days after the end of the previous month. Living28 GmbH is entitled to demand payment of accrued claims at any time and to demand immediate payment. In the event of default in payment, Living28 GmbH shall be entitled to demand the applicable statutory default interest as defined in section 288 German Civil Code (BGB). Living28 GmbH reserves the right to claim damages exceeding the amount of such statutory default interest.
5. 3.00 Euro will be charged for each reminder of payment upon the guest's default of payment. The guest may prove that such costs did not occur or did not occur in the requested amount.
6. Living28 GmbH is entitled to request an appropriate advance payment or security deposit upon conclusion of the accommodation contract or thereafter. The amount of the advance payment or security deposit and the payment dates may be agreed in writing in the contract. In this case, Living28 GmbH is entitled to obtain fulfilment of claims from the security deposit in the event that the guest does not comply with payment dates, e.g. by collecting the agreed remuneration by credit card.
7. The guest may only set-off a claim by Living28 GmbH with a claim which is undisputed or decided with final, res judicata effect.
8. If the customer has security provided by giving a valid credit card information, the Living28 GmbH is entitled, after appropriate invoicing, to use this credit card for paying additional services such as final cleaning, special cleaning or other extras.

#### **§4 SMOKING BAN, PETS, INCLUSION OF VISITORS**

1. The Apartments of Living28 GmbH are non-smoking apartments. Therefore, smoking is not allowed in the Apartments. This restriction includes e-cigarettes. In case of violation, Living28 GmbH is entitled to terminate the contract without notice. In addition, Living28 GmbH may, at its reasonable discretion, conduct a special final cleaning in case of a nicotine smell in the Apartment. The costs for such cleaning amount to at least 150 EUR and shall be borne by the guest. Living28 GmbH reserves the right to charge any costs incurred in connection with the triggering of the fire alarm device through violation of the smoking ban to the guest.
2. Keeping of animals in the rented apartments is only allowed after written approval of the Living28 GmbH.

3. The Guest is obligated to use the apartment only within the scope of the contractually agreed framework, in particular, only by the persons foreseen therein. Any overnight stays of visitors shall require the prior consent of Living28 GmbH in text-form. In the event of violation, Living28 GmbH shall be entitled to invoice the Guest a lump sum surcharge of EUR 50.00 per night and visitor as well as to terminate the lodging contract with immediate effect.

## § 5 LOSS OF KEYS, UNLOCKING SERVICE

1. The guest is made aware that all apartments are equipped with a locking system. In the case that a key gets lost or stolen, it must be assumed that there is a risk of abuse by unauthorized persons. In the interest of safety, the entire locking system must be replaced or changed. The costs for the exchange/replacement will be paid by the guest himself.
2. The guest is responsible for reporting any loss of keys immediately.
3. If the guest locks himself out after our service hours (Mon.-Fri.: 08:00-17:00) and uses our unlocking service, an additional charge between EUR 25,00 and EUR 50,00 plus VAT will be charged per use.

## §6 PROVISION, HANDOVER AND RETURN

1. Unless otherwise agreed the customer does not acquire a claim to the provision of a certain apartment.
2. Booked apartments are available from 2 pm on the agreed day of arrival. There is no claim to earlier availability.
3. On the day of departure, the Apartment must be vacated and returned to Living28 GmbH by no later than 10:00 a.m. Living28 GmbH may claim compensation for use exceeding this time of return as follows: 80% of the regular daily price (list price), if return takes place by 6 pm.; 100% of the regular daily price (list price), if return does not take place by 6 pm. Nothing in the above shall be construed as to granting any contractual claims to the guest. The guest is at liberty to prove that Living28 GmbH has suffered no or less damage. Living28 GmbH is at liberty to claim higher damages.
4. The Apartments must be returned in the condition in which they were handed over to the guest. The guest must remove all his personal belongings from the Apartments and dispose of any garbage and any food he has brought with him. In the event of violation, Living28 GmbH shall be entitled to invoice the guest a special cleaning fee of EUR 50,00.

## §7 WITHDRAWAL (CANCELLATION / NO-SHOW)

The following cancellation conditions apply to the guest:

### Flexible:

Period within	Cancellation charge
3 days prior arrival date	Free of charge
2 days prior and on arrival	100 % of the full price

### Best price:

Period within	Cancellation charge
Prior and on arrival	100 % of the full price

### Daily rate:

Period within	Cancellation charge
Prior and on arrival	100 % of the full price

### Bed & Breakfast:

Period within	Cancellation charge
Prior and on arrival	100 % of the full price

### Longstay (from 29 nights):

Period within	Cancellation charge
Up to 30 days prior arrival date	Free of charge
29 days prior and on arrival	100 % of the cost of the first month

1. A cancellation has to be made in writing (by e-mail or letter) to the Living28 GmbH.
2. For reservations via other booking portals (Expedia, Booking.com, etc.) the provided cancellation policies apply.
3. Where Living28 GmbH and the customer have agreed in writing on a date by which the latter may withdraw from the contract without a charge, the guest may do so by

that date without triggering payment or compensation claims of the Living28 GmbH. The right of withdrawal lapses if the customer fails to exercise that right vis-à-vis the Living28 GmbH in writing by the agreed deadline.

3. In case of early departure of the guest after check-in, a refund of the agreed remuneration is excluded for all booked services.
4. Deviating policies for Long-term stays (from 30 nights): An early departure is possible with a term of notice amounts 4 weeks at the month end in text form.
5. If a right of withdrawal has expired, and there is no statutory right of withdrawal or termination, and if Living28 GmbH does not agree to a cancellation of the contract, Living28 GmbH reserves the right to the agreed remuneration despite the guest's non-use of the service. For unused Apartments, which Living28 GmbH has been able to rent out otherwise, the income from the other rental as well as the saved expenses shall be taken into account.

## §8 WITHDRAWAL OF LIVING28 GMBH

1. If an advance payment or security deposit agreed upon in accordance with § 3 section 6 is not made within a reasonable grace period set by Living28 GmbH, Living28 GmbH shall be entitled to withdraw from the contract.
2. Living28 GmbH is also entitled to withdraw from the contract for objective reasons, for example if:
  - a force majeure or other circumstances beyond the control of Living28 GmbH make it impossible to fulfil the contract;
  - b the Apartment has been booked under misleading or false statements of facts that are essential for the conclusion of the contract, such as facts relating to the guest or the purpose of contract;
  - c Living28 GmbH has reasonable grounds to believe that the use of the booked Apartments may adversely affect domestic tranquillity, security interests or the public reputation of Living28 GmbH, without this being attributable to the sphere of control or organization of Living28 GmbH.
3. Living28 GmbH shall inform the guest of the exercise of the right of withdrawal/cancellation without undue delay.
4. The guest is not entitled to claim damages if Living28 GmbH rightfully withdraws from the contract.

## §9 ACCESS TO THE APARTMENT BY THE LIVING28 GMBH

1. The Living28 GmbH is entitled to enter the rented apartment after consultation with the customer for repairs, for reading of electricity and water meters and to visit as part of the subsequent rental. In exigent circumstances, the Living28 GmbH is also entitled to enter the apartment without consultation with the tenant.

## §10 DUTY OF CARE OBLIGATIONS OF THE GUEST, LIABILITY OF THE GUEST

1. The Guest is obligated to treat the Apartment and the inventory belonging thereto as well as the community facilities with due care and diligence and to prevent damage. In particular, the Guest shall avoid excessive soiling, properly dispose of waste regularly and guarantee a minimum degree of order so that the agreed weekly brief cleaning can be performed readily and the Apartment can be maintained in a clean and hygienic defect-free condition within the framework of these standard cleaning measures. Living28 GmbH shall be entitled to invoice the Guest in the full amount for the costs of any increased cleaning expenses to invoice the Guest in the full amount for the costs of any increased cleaning expensed due to substantially excessive soiling or disorder. Insofar as the Guest fails to meet the afore-mentioned obligations also after a formal warning in text-form, Living28 GmbH shall be entitled to terminate the lodging contract with immediate effect.
2. The guest is liable for all damage to the building or inventory caused by himself or by visitors, employees or other third parties from his sphere of influence. Furthermore, the guest is also liable for all other damages and expenses incurred by Living28 GmbH due to improper use of the rental object or items brought in. This also includes costs incurred by Living28 GmbH due to the negligent activation of fire alarm systems (smoke detectors) (in particular costs of a chargeable fire brigade deployment).
3. Living28 GmbH is entitled to settle costs for the repair of damage to the Apartment or its inventory caused by negligence of the guest or any co-guests or visitors from the security deposit provided by the guest in accordance with § 3 section 9. Living28 GmbH will determine the costs for remedying the damage beforehand by obtaining a cost estimate from a contractor adequately qualified for the repair in question.
4. The guest is obliged to make a reasonable contribution to rectifying the damage and keeping any possible damage to a minimum.

## §11 LIABILITY OF LIVING28 GMBH

1. Living28 GmbH shall be liable for damages caused by it resulting from injury to life, physical integrity or health as well as for other damages which are based on an intentional or grossly negligent breach of duty by Living28 GmbH or on an intentional or negligent breach of contract-typical duties of Living28 GmbH. A

breach of duty by Living28 GmbH is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this §10.

2. As far as the guest is provided with a parking space on an in-house parking garage, this does not constitute a contract regarding safekeeping, regardless of the applicability of fees. Living28 GmbH shall only be liable for loss of or damage to motor vehicles and bicycles or their inventory parked or maneuvered on the property in accordance with the provisions of the above section 1.
3. Messages, mail and consignments of goods for the guest shall be handled with due care. Living28 GmbH shall be responsible for delivery, storage and - on request - forwarding of the above for a fee; the above section 1 shall apply accordingly. This does not constitute a contract regarding safekeeping.

## §12 CONCLUDING PROVISIONS, HOUSE RULES

1. The contract is concluded in the English language
2. Amendments or additions to the contract, the acceptance of the Living28 GmbH contractual offer, or to these terms and conditions for the rental of Apartments shall be made in writing. Unilateral changes or additions by the guest are void.
3. Place of performance and payment is the registered office of Living28 GmbH. Exclusive place of jurisdiction - also for cheque and exchange disputes – is the registered office of Living28 GmbH, provided that the guest is a businessman (Kaufmann) in the sense of the German Commercial Code (HGB). If a contractual party meets the requirements of section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of Living28 GmbH.
4. Should any provision of these general terms and conditions and/or the contract regarding the rental of Apartments be or become invalid or void, the validity of the remaining provisions shall not be affected. In this case the statutory provisions shall apply.