

TERMS AND CONDITIONS



for the rent of apartments (page 1)

1. Area of application

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts with Sisters of Paradise Betriebs- und Verwaltungsgesellschaft mbH or with its branches abroad (hereinafter referred to collectively as "SOP") for the rental of flats for accommodation and all other services provided in connection therewith, unless expressly agreed otherwise in writing upon conclusion of the contract.

1.2. If the contracting partner is an entrepreneur, these GTC apply exclusively. The customer's general terms and conditions of business apply only insofar as SOP has expressly agreed to them in text form.

2. Conclusion of contract / contracting party / limitation period

2.1. When booking a flat, the booking request of the contractual partner (hereinafter referred to as "customer") constitutes an offer to conclude a contract. The contract is concluded by SOP's acceptance of this offer. SOP is free to confirm the room booking in text form.

2.2. The contracting parties are SOP and the customer who makes use of SOP's services himself or through third parties. If a third party has ordered on behalf of the customer, he shall be liable to SOP together with the customer as joint and several debtors for all obligations arising from the accommodation relationship.

2.3. All claims against SOP which are subject to the knowledge-dependent regular limitation period shall in principle become statute-barred after the expiry of one year from the beginning of the statutory regular limitation period. Claims for damages shall become statute-barred after five years irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by SOP.

3. Services / Prices / Payment / Set-off

3.1. SOP is obliged to keep the flats booked by the client ready and to provide the agreed services.

3.2. The customer is obliged to pay SOP's applicable prices for the use of the flat and other services used by him. This also applies to services and expenses to third parties arranged by the customer. The agreed prices include the respective statutory value added tax.

3.3. If the contracting partner is an entrepreneur, the following shall apply: If the period between conclusion and performance of the contract exceeds 4 months and if the price generally charged by SOP for such services increases, SOP may increase the contractually agreed price by a reasonable amount, but by no more than 20%.

3.4. SOP may make its agreement to a subsequent reduction in SOP's performance or the customer's length of stay requested by the customer dependent on an increase in the price for the flat and/or for SOP's other services.

3.5. Invoices from SOP are payable without deduction within 14 days of the invoice being sent. In the event of default in payment, SOP shall be entitled to charge the statutory interest. SOP reserves the right to prove higher damage caused by default. SOP reserves the right to claim further damage caused by default. If the contracting partner is an entrepreneur, SOP may also charge a lump sum of 40.00 euros.

3.6. SOP is entitled to demand a reasonable advance payment or security from the customer on conclusion of the contract or thereafter. The amount of the advance payment and the payment dates can be agreed in text form in the contract.

3.7. In justified cases, e.g. payment arrears on the part of the customer, SOP is entitled to refuse further services.

3.8. The customer is only entitled to offset against claims of SOP if and insofar as his counterclaims have been legally established, are undisputed or have been recognised by SOP.

4. Cancellation conditions

Annulment by the customer (cancellation and no-show)

4.1. If a date for withdrawal from the contract free of charge has been agreed in text form between SOP and the customer, the customer may withdraw from the contract up to that date without triggering claims for payment or damages by SOP. The customer's right of withdrawal shall lapse if he does not exercise his right of withdrawal vis-à-vis SOP in text form by the agreed date.

4.2. If neither a contractual nor a statutory right of withdrawal exists in favour of the customer, SOP retains the claim to the agreed remuneration, even if the customer does not make use of the contractual service. SOP will offset the income from renting the apartment elsewhere and the saved expenses against the claim against the customer. If the flat is not let to another party, SOP is entitled to make a flat-rate deduction for saved expenses.

Subject to separate individual contractual agreements, the following cancellation conditions therefore apply:

- Cancellation up to 5 days before the planned arrival is free of charge.
- In the event of later cancellation up to 1 day before the planned arrival at the latest, SOP will charge the customer 50% of the total price for the stay.
- In the case of no-shows without submission of a cancellation in text form or in the case of trip interruption, 100 % of the total price will be charged. In the event of trip interruption, the customer will therefore also be charged for the remaining booking period, but up to a maximum of 7 days.

4.3. In all cases, the customer shall be free to prove that the damages claimed by SOP did not arise or did not arise in the amount claimed. SOP shall also be at liberty to prove higher damages.

5. Withdrawal of the hotel

5.1. If it has been agreed in text form that the customer can withdraw from the contract free of charge within a certain period, SOP is entitled for its part to withdraw from the contract during this period if there are enquiries from other customers about the contractually booked flat and the customer does not waive his right of withdrawal on enquiry by SOP.

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5.2. If an agreed advance payment is not made on time, SOP shall also be entitled to withdraw from the contract.

5.3. Furthermore, SOP is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if.

-force majeure or other circumstances for which SOP is not responsible make it impossible to fulfil the contract;

-the flat is booked under misleading or false information of essential facts, e.g. in the person of the customer or the purpose;

-there is a breach of clause 6.2 of these GTC.

5.4. In the event of justified withdrawal by SOP, the customer shall not be entitled to claim damages. The statutory provisions shall apply to claims for damages by the hotel.

6. Supply / handover / return of the flat

6.1. The customer does not acquire a claim to the supply of specific rooms, unless this has been expressly agreed in text form.

6.2. Subletting or reletting as well as use for purposes other than the agreed purpose require the prior consent of SOP in text form.

6.3. Booked rooms are available to the customer from 2:00 pm on the agreed day of arrival. The customer has no right to earlier availability.

6.4. On the agreed day of departure, the flat must be returned to SOP vacated by 2:00 pm at the latest. Thereafter, SOP may charge 50% of the full accommodation price (list price) due to the late leaving of the room for its use in breach of the contract until 6:00 p.m., and 100% thereafter. Further claims for damages by SOP remain unaffected. The customer is at liberty to prove to SOP that he has incurred no damage or significantly lower damage.

6.5. If the period of stay is extended for flat bookings, a new reservation must be made up to 14 days before the end of the contract. A tacit extension of the reservation is excluded. The customer's failure to move out in good time constitutes unlawful interference. SOP is entitled to make use of its right of self-help in this respect, to take possession of the flat and to temporarily store the guest's brought-in objects in a storage room at the guest's expense and risk, exercising a right of lien.

7. Liability of SOP

7.1. SOP is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, SOP is liable for other damages which are based on an intentional or grossly negligent breach of duty by SOP or on an intentional or negligent breach of duties typical of the contract by SOP. Typical contractual obligations are those obligations which make the proper performance of the contract possible in the first place and on the performance of which the customer relies and may rely.

A breach of duty by SOP is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise provided for in this clause 7. If faults or defects occur in SOP's services, SOP will endeavour to remedy them if it becomes aware of them or if the customer complains immediately. The customer is obliged to contribute what is reasonable in order to remedy the disruption and to keep any possible damage to a minimum.

7.2. SOP shall be liable to the customer for items brought in in accordance with the statutory provisions. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with SOP.

8. Final clauses

8.1 Amendments and supplements to the contract or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements by the customer shall be ineffective.

8.2 If the customer is an entrepreneur, the law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and standards of private international law referring to it.

8.3 The place of performance and payment is the head office of Sisters of Paradise Betriebs- und Verwaltungsgesellschaft mbH in Munich.

8.4 The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Munich, provided that the customer concluded the contract as a merchant or entrepreneur or the customer has no general place of jurisdiction in the Federal Republic of Germany.

8.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.