

General Terms and Conditions

1. Scope

1.1 The following Terms and Conditions apply to all Agreements related to the lease of residential properties, as well as to all additional goods and services rendered to the Lessee (hereinafter referred to as the 'Guest') by A&A Immobilien Verwaltungs GmbH (hereinafter referred to as the 'Lessor'), which is represented by the Managing Directors: Robert Augenstein and Dr Achim Schwabe, Pfintztastrasse 90, 76227 Karlsruhe, Germany; Mannheim District Court HRB 71247; VAT No. DE290231658.

1.2 Any provision deviating herefrom shall only apply if it has been agreed in writing by the Lessor and the Guest.

2. Conclusion of the Agreement

2.1 The presentation of a property on the internet does not constitute a binding offer made by the Lessor. Upon the submission of a booking request by the Guest, and confirmation of availability by the Lessor, a written Agreement on the temporary lease of the property will be concluded between the Lessor and the Guest.

2.2 In the event that the booking and lease are conducted for the Guest by a third party, the third party and the Guest shall be liable to the Lessor as joint debtors for all obligations provided for in the Lease Agreement, provided the Lessor has an appropriate declaration to that effect from the third party.

2.3 The subleasing and releasing of the property, as well as the use of the property for non-residential purposes, require the prior written agreement of the Lessor.

2.4 The minimum term of the lease shall be 30 days. The Lease Agreement shall only apply for the period of time and number of persons specified in the Agreement.

3. Services and prices

3.1 The Lessor is obliged to keep available the property booked by the Guest, and to render the services agreed.

3.2 The Guest is obliged to pay the applicable prices agreed with the Lessor for the leased property and for any additional services he has utilised. The Guest is also obliged to treat the property and its content with care, and to leave them in clean order upon his departure.

3.3 The agreed prices include any applicable statutory valued added tax. The current prices can be found on the price list, which is available at (www.yourplace.de/preise-und-leistungen).

3.4 The Lessor may amend the prices if the Guest would like to make subsequent changes to the services rendered by the Lessor or to the term of the lease, subject to the consent of the Lessor.

3.5 In the event that the leased property is temporarily unusable, or is not available, the Lessor is entitled to make available an appropriate replacement property (hotel, guest house, rented apartment etc.). The replacement property must be of equal standard, category and size to the leased property. If applicable, any additional costs arising from this shall be borne by the Lessor.

The obligation of the Guest to pay the agreed rent remains unaffected.

4. Payment conditions and prepayments

4.1 The Lessor is entitled to request appropriate prepayments and a deposit, either at the time of, or subsequent to, the Agreement being concluded. The amount and due date of the prepayment, as well as the amount of deposit to be paid may be agreed in writing and form part of the Agreement. At any time during the Guest's residence in a property, the Lessor is also entitled to declare due any accrued receivables by issuing an interim invoice, and to request the immediate payment thereof.

4.2 Unless otherwise stipulated in the Agreement, a prepayment of 30% of the total cost of the lease shall be due at the time the Agreement is concluded for all short term leases lasting for 30 days. The remaining rent must be paid via bank transfer into the Lessor's account at least 10 days before the start of the lease. The details of which are: Sparkasse Karlsruhe Ettlingen, IBAN: DE50660501010108180944; BIC: KARSDE66.

4.3 Unless otherwise stipulated in the Agreement, a prepayment of 30% of the rent shall be due at the time the Agreement is concluded for all long term leases lasting for more than 30 days. The remaining rent for the first 30 days must be paid via bank transfer into the Lessor's account at least 10 days before the start of the lease. The details of which are: Sparkasse Karlsruhe Ettlingen, IBAN: DE50660501010108180944; BIC: KARSDE66. Thereafter, the rent shall be due in advance, and before the 3rd working day of the respective month.

4.4 Unless otherwise stipulated in the Agreement, a deposit amounting to one month's rent shall be due at the time the Agreement is concluded for all long term leases lasting for more than three months. This must be paid into the Lessor's account, the details of which are: Sparkasse Karlsruhe Ettlingen, IBAN: DE50660501010108180944; BIC: KARSDE66.

5. Cancellation of/Withdrawal from the Agreement by the Guest

5.1 The Guest may withdraw, free of charge, from the Agreement concluded with the Lessor, whether that be for a short term or long term lease, up to 30 days before the start of the lease. The withdrawal from the Agreement must be made in writing, and may be made via email or fax.

5.2 The following cancellation rules apply to all short term leases lasting for 30 days. For the calculation of cancellation fees, the date on which the notification of cancellation was received by the Lessor shall be applicable.

- 20% of the total cost of the lease shall be payable, should the withdrawal of the Guest occur up to 10 days before the start of the lease.
- 50% of the total cost of the lease shall be payable, should the withdrawal of the Guest occur from between 9 and 3 days before the start of the lease.
- 80% of the total cost of the lease shall be payable, should the withdrawal of the Guest occur up to 3 days before the start of the lease, or should the Guest fail to appear.

5.3 The following cancellation rules apply to all long term leases lasting for more than 30 days. For the calculation of cancellation fees, the date on which the notification of cancellation was received by the Lessor shall be applicable.

- 20% of the monthly rent shall be payable, should the withdrawal of the Guest occur up to 14 days before the start of the lease.
- 50% of the monthly rent shall be payable, should the withdrawal of the Guest occur between 13 and 7 days before the start of the lease.
- 80% of the monthly rent shall be payable, should the withdrawal of the Guest occur up to 3 days before the start of the lease, or should the Guest fail to appear.

5.4 In the event of a withdrawal from the Agreement, any prepayments or deposits already received by the Lessor shall be offset against charges, and any existing balance returned to the Guest. The Lessor shall endeavour to find a replacement for the vacant room. The Lessor is obliged to deduct, from his rental charges, the value of the non-incurred expenses and any benefits gained due to an alternative use of the property.

6. Liability

6.1 In accordance with statutory regulations, the Lessor shall be liable in cases of intent or gross negligence. In the event of slight negligence, the Lessor shall only be liable in cases where there is an injury to life, body or health, or a breach of fundamental contractual obligations. Any claim for compensation due to the negligent breach of fundamental contractual obligations is, however, limited to foreseeable damage typical of a contract, provided it is not due to an injury to life, body or health. The Lessor shall be liable to the full extent for fault arising from vicarious agents and representatives.

6.2 The provision of the previous Paragraph (6.1) extends to compensation for damages in addition to services rendered, compensation for damages in lieu of services rendered, and any claim for compensation due to wasted expenditure, for whatever legal reason, including liability for defects, delay or the impossibility of fulfilment.

6.3 The Guest must prove that he is covered by private indemnity insurance for damages and liability at the time the Agreement is concluded.

6.4 The Lessor is not obliged to provide surveillance in the event that a car parking space has been made available to the Guest, unless otherwise agreed in writing as part of a Deposit Agreement.

6.5 The current state of technology cannot guarantee that data communication via the internet will be accurate and/or always available. The Lessor shall, therefore, not be liable for the permanent and uninterrupted availability of his online platform.

7. Internet usage

7.1 The rent includes the revocable right of the Guest to use the internet. The Guest is responsible for the data transmitted, as well as for any services used, and legal transactions conducted via the WIFI. He is obliged to adhere to the applicable law when using the WIFI.

7.2 The Guest is obliged, in particular, not to use the WIFI for the purpose of obtaining or disseminating indecent or unlawful content, and not to reproduce illegally, disseminate or make accessible any goods protected by copyright. The Guest shall indemnify and keep indemnified the Lessor from and against all damages and claims made by third parties, which result from the unlawful use of the WIFI by the Guest and/or a breach of this Agreement. This also extends to any costs or expenditure related to a claim or the defence thereof.

8. Final Provisions

8.1 Should any provision of these Terms and Conditions be or become ineffective or null and void, the effectiveness of the remaining provisions shall not be affected. In addition to these Terms and Conditions, legal regulations apply.

8.2 The law of the Federal Republic of German shall apply. The application of the UN Convention CISG or the conflict of laws provisions is excluded.

8.3 These Terms and Conditions are also available in German. In case of discrepancies between the German version and the English version, the German version shall prevail. The language used at the time the Agreement is concluded will be German.

Last updated May 2014.