

Terms and conditions

TRINOM Business Apartments - The apartment houses of TAG Wohnen & Service GmbH

1. Scope of application

1.1. These terms and conditions apply to contracts for the letting of furnished apartments for residential purposes and for all other services and supplies rendered to the customer/tenant by TRINOM Business Apartments - The apartment houses of TAG Wohnen & Service GmbH, hereinafter referred to as TWS.

1.2. The subleasing or subletting of the rented rooms as well as their use for other than lodging or event purposes requires the prior written consent of TWS.

1.3. Terms and conditions of the customer/tenant only apply if this has been previously agreed upon in writing.

1.4. The Terms and conditions are available. Upon request TWS can furnish them to the customer together with the booking confirmation via mail, fax, or email. If the customer does not object immediately the contract is presumed to be concluded under these terms and conditions.

2. Conclusion of contract and contracting parties

2.1. With his specific booking request (reservation) the customer is offering TWS to enter into an agreement (pursuant to section 535 et seq. of the German Civil Code (BGB)). The contract is concluded with the adoption of the customer's application by TWS. The reservation is not binding until confirmed by TWS in writing.

2.2. Contracting parties are TWS and the customer. If a third party had placed the order on behalf of the customer the third party and the customer are jointly liable to TWS for all obligations under this contract.

2.3. Any claims against TWS shall generally be statute-barred one year after the commencement of the general statute of limitations period dependent upon knowledge of section 199 (1) German Civil Code (BGB). Damage claims shall become statute-barred notwithstanding knowledge within 5 years. This excludes damages based on injury to life, body, or health, if TWS is responsible for the breach of duty and any other damages based on an intentional or grossly negligent breach of duty by TWS. An intentional or negligent breach of duty of the other contracting party is considered equivalent to that of its legal representative or persons whom the other contracting party uses to perform his obligation.

3. Performance, prices, payment, invoicing

3.1. TWS is required to provide the apartments reserved by the customer and to render the other services agreed upon. Meals are not included. However, as an exception, TWS expressly reserves the right to change apartment types if this doesn't result in additional costs for the customer.

3.2. The customer is obligated to pay for the apartment provided and for the other services rendered the applicable prices as mentioned in the current price list or as agreed upon with TWS. This is also valid for expenses and services rendered to third parties by TWS on behalf of the customer.

3.3. The respective performance price is a price valid per apartment per night and it is calculated based upon the number of people and the price offer for the agreed rental period valid at the time of conclusion of the contract. The price quoted in the lease applies to the renting of the mentioned apartment for the agreed length of stay. Additional services will be charged separately. The agreed prices include the sales tax wherever applicable.

3.4. For a shortened stay prices are valid according to the current price list.

3.5. If the period between conclusion and fulfilment of the contract exceeds four months and if the prices usually charged by TWS for such services increase during that time TWS is entitled to raise the contract price adequately, but at most by 10 percent.

3.6. TWS is also entitled to adjust prices if the customer later on requests changes in the number of booked apartments, the number of persons, the scope of services to be rendered by the landlord, or the duration of stay of the guests provided TWS agrees to that request.

3.7. Invoices of TWS without a due date are payable without deduction within 10 days after receipt of the invoice. TWS shall be entitled at any time to make accumulating accounts receivable due and payable and to demand immediate payment. In case of default of payment TWS is entitled to charge interest for the current year amounting to 5 percent above the base rate of Deutsche Bundesbank.

3.8. The customer may offset, retain or reduce a claim made by TWS only with a claim which is undisputed or decided with final, res judicata effect (=enforceable claim).

4. Changes/substitute tenants

4.1. Changes to the reservation that are done upon request of the customer/tenant will be done free of charge. Changes resulting in a shifting of the reservation period are considered a cancellation of the original term and a booking of a new period of time (in accordance with section 5.5.). Changes are always possible if there are vacancies to accommodate them.

4.2. Up to the commencement of the rental period every customer/tenant is entitled to be replaced by a third party/substitute tenant if TWS is informed in time. TWS may, however, object to a change in the person of the customer/tenant if there is concern that the stay of the third party is in conflict with legislative provisions or administrative requirements.

5. Rescission/termination of the contract by the customer

(cancellation, withdrawal of an order)

Non-use of the landlord's services

5.1. The customer/tenant may withdraw from the contract at any time in accordance with the conditions mentioned in section 5.4.

5.2. The withdrawal is to be submitted in writing. The date of receipt of the cancellation at TWS will be considered the decisive date.

This provision does not apply in cases of delayed performance by TWS or impossibility of performance for which TWS is at fault.

5.3. If a deadline to withdraw from the contract (option period) was agreed upon in writing between the customer/tenant and TWS the customer/tenant may withdraw from the contract until that time without causing payments or compensation claims on the side of TWS.

The customer's right to withdraw from the contract shall expire if the customer fails to express his right of rescission in writing to TWS by the agreed date provided that there is no delay in performance on the part of TWS or impossibility of performance for which TWS can be held responsible.

5.4. Subject to the contractually agreed length of stay cancellation fees shall be charged for the entire performance as follows:

Cancellation period	Booking Period / Length of stay		
	Up to 3 nights	from 4 nights	29 nights and more*
28 to 14 days bevor arrival	free	free	70 percent

13 to 7 days bevor arrival	free	free	80 percent
6 to 1 days bevor arrival	free	80 percent	90 percent
No Show/Failure to arrive	100 percent	100 percent	100 percent

Cancellation fees are levied on	the total amount	the first 7 nights	the first 29 nights
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* For group bookings from 3 apartments the cancellation policy "29 nights and more" always apply.

5.5. In case of cancellation of an expressly agreed apartment reservation outside the free cancellation period the claiming of a compensation payment can only be prevented if a new tenant for the apartment is found immediately.

5.6. A right to terminate the tenancy by the customer/tenant is only possible with rental contracts that have a contracting period of at least a month. A termination of the lease can only be made in writing and only after a continuous stay/usage of 30 nights with 14 days notice. Should the length of stay become shorter than the agreed minimum stay due to the cancellation of the contract the respective applicable price according to the valid price list should be charged for the entire stay.

Failure to effect the cancellation in the right notice period shall result in the next rent payment becoming due automatically and the contract staying in effect until a valid written cancellation is properly received within the specified period of notice.

In case of a premature departure within the notice period no refunds of the paid amount will be given.

5.7. In case of a premature departure 100 percent of the accommodation rate for the remaining period will be charged for up to 14 nights if it is not possible to rent out the apartment to another customer immediately.

5.8. The customer shall be at liberty to prove that no damage occurred or the damage is less than the amount demanded.

5.9. TWS advises the customer/tenant to consider taking out travel cancellation insurance.

6. Cancellation/termination of the contract by TWS

6.1. To the extent that a right of the customer/tenant of rescission within a specified period (option period) was agreed upon in writing, TWS for its part is entitled to withdraw from the contract during that period of time if there are inquiries from other customers regarding the contractually reserved apartments, rooms and/or other services and the customer/tenant does not waive his right to withdraw from the contract when asked by TWS.

6.2. TWS is also entitled to withdraw from the contract if an agreed advance payment is not made even after the expiration of a reasonable grace period set by TWS while declaring to otherwise decline performance.

6.3. Furthermore, TWS is entitled to withdraw from the contract/cancel the contract due to factually justified reasons, for example, if

- force majeure or other acts TWS can not be held responsible for prevent TWS to fulfil the contract
- apartments have been booked using misleading or false statements of essential facts concerning, for example, the person of the customer or the purpose of the rental
- TWS has legitimate reason to assume that the use of its services might jeopardise the safety of other guests or members of the staff or compromise the reputation of TWS in public without this being attributed to the area of control and responsibility of TWS.

6.4. TWS has to notify the customer immediately if the right of cancellation/ termination of the contract will be exercised by TWS.

6.5. In the case of a justified cancellation/termination of the contract by TWS the customer is not entitled to claim compensation for damages.

7. Provision, handing over and return of apartments

7.1 The customer/tenant is not entitled to claim the provision of certain apartments.

7.2. Booked apartments will be made available to the customer starting from 2:00 p.m. on the agreed day of arrival. The customer has no right to claim earlier availability.

7.3. On the agreed day of departure the apartments have to be vacated by 11:00 a.m. at the latest. After that time TWS can, in addition to any damage inflicted thereby, claim 50 percent of the full lodging price (list price) for any usage of the apartment until 6:00 p.m. and 100 percent of the full lodging price for any usage after 6:00 p.m. The customer is at liberty to prove to TWS that no or much lesser damage has been incurred to TWS.

7.4. In case of an extension of stays of 28 nights and more a new reservation has to be made until 4 weeks before the end of the contract. Renewal of the reservation by tacit agreement is excluded. Failure of the customer to vacate the apartment is considered unlawful interference with possession. TWS is entitled to exercise its self-help right to regain ownership of the apartment and to temporarily store the objects brought in by the guest in pursuit of a lien at the guest's own cost and risk in a storage room.

7.5 An extension of the apartment use shall only be possible upon availability of an apartment and requires the conclusion a new lease contract. Therefore, TWS doesn't guarantee any possibility of extension in the first place.

8. Obligation to register

8.1 The tenant/user is required to register with the local authorities if the rental period exceeds 60 days (second residence). The customer/tenant/user explicitly pledges to the landlord to fulfil his obligation to register. In violation of that duty or with respect to any other conduct that prevents a registration as demanded the landlord is entitled to announce an extraordinary and instant termination of the contract without notice.

9. Warranty

9.1. Any potential defects to the lease property are to be announced to the landlord in the main office of TWS, Markgrafenstraße 10, 04109 Leipzig, telephone 0341-21 33 88 00, fax 0341-21 33 88 89, email info@apartment-leipzig.de immediately after their appearance. If the landlord is not able to correct the defect within a reasonable time or provide other remedies the tenant may claim a partial reduction. Minor damages do not justify claims for reduction.

9.2. The service staff shall not be authorized to admit claims.

10. Liability of the landlord

10.1. TWS assumes liability for the due care and diligence of a prudent merchant. Claims of the customer/tenant for damages are excluded except damages resulting in injury to life, body, or health if TWS is responsible for the breach of duty and any other damages based on an intentional or grossly negligent breach of duty by TWS. An intentional or negligent breach of duty by the other contracting party is equal to that of its legal representative or persons whom the other contracting party uses to perform its obligation.

However, this liability is limited to intent and gross negligence. As much as can be reasonably expected of him the customer shall be obligated to contribute to the solution of the problem and to minimize possible damages.

10.2. The liability of the landlord is regulated in compliance with the statutory provisions of sections 701-703 of the German Civil Code (BGB). Any liability due to other reasons is excluded.

10.3. In case the customer is provided with a parking spot in the underground parking garage or on a car park of TWS, even if this parking spot is paid for by the customer, this is not considered the conclusion of a safekeeping agreement.

TWS is not liable for loss of or damage to parked vehicles or moved vehicles or their contents except for intentional misconduct or gross negligence. This also applies to other persons TWS uses to perform its obligation.

10.4. Letters, mail and merchandise deliveries for customers/tenants will be handled with care. This is not considered the conclusion of a safekeeping agreement.

10.5. The customer/tenant is liable for all damages culpably caused by himself, his staff, his guests, or visitors to the apartment houses of TWS or their inventory.

10.6. Claims of the customer/tenant fall under the statute of limitations in the statutory period stipulated by the law.

11. Liability of the tenant

11.1. The customer/tenant is obliged to use the leased property exclusively in conformity with the contractually agreed purpose and to treat it with the necessary care. During his stay in the house he has to behave in a way that avoids interference with other customers/tenants and prevents damage to the facility.

11.2. If the customer/tenant himself or a person accompanying him give rise to complaints by other tenants or if he is using the leased property in any other way than the contractually agreed purpose then the concerned tenant/the person causing the disturbance can be issued a warning by TWS. In case of recurrence the landlord shall be entitled to immediately terminate the rental agreement without notice in accordance with section 553 German Civil Code (BGB).

11.3. The customer/tenant assumes liability for damages inflicted to the leased property after it has been provided to the customer/tenant unless they lie in the responsibility of the landlord.

11.4. During the contract period the customer/tenant acknowledges the right of representatives of TWS to enter the apartment in order to ensure compliance with the contract and to check the condition of the apartment or make repairs, if necessary.

11.5. Upon arrival the customer/tenant confirms receipt of the number of keys handed to him and, if applicable, the transmitter for the parking garage. Those items have to be returned upon departure. In case of loss of an apartment key a lump sum of 150.00 € will have to be paid for changing the locks and a lump sum of 50.00 € will have to be paid for replacing a transmitter.

11.6. If damages are detected only after the apartment has been returned the landlord is required to record the damage with the help of a witness immediately after detection (i.e. when preparing the apartment for the next customer) and to claim the damage to the guest in writing while providing him with a copy of this damage report.

11.7. The installation of decorations in the buildings of TWS is permitted only with the prior consent of TWS. The customer is responsible for the approvability of the decoration. Only the customer is liable for such decoration introduced by him and indemnifies TWS from third-party claims.

11.8. The customer/user acknowledges that he and the respective contracting party/purchaser are jointly and severally liable for all services used or ordered by the user/purchaser.

12. Final provisions

12.1. Changes of or additions to the contract, the acceptance of orders, or these terms and conditions for admission shall be made in writing. Unilateral amendments or supplements by the customer are not valid.

12.2. Place of performance and payment is the location of TWS.

12.3. Exclusive place of jurisdiction for commercial transactions - also for check and exchange disputes – shall be the location of TWS. This also applies to business transactions with customers who have no general jurisdiction in Germany.

12.4. German law applies.

12.5. Should any provision of these General Terms and Conditions be or become invalid or void the validity of the remaining provisions shall not be affected. Furthermore, the statutory provisions are applicable.

The Rules of the House and the Conditions for the use of internet in the houses of TWS (Usage Agreement) are also part of these terms and conditions.

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