

BerlinApartment

Owner: Alexander Keip, Tucholskystrasse 41, 10117 Berlin;
www.berlinapartment.biz

General Contractual Conditions

1. GENERAL

BerlinApartment (BA) provides a fully furnished apartment together with all usual accessories, to provide comfort and shelter for its guests. The apartment is exclusively intended only for purposes of lodging. If there is any doubt, then the person who made the request for the apartment will be considered as the guest for purposes of these conditions. This will be the case even if the person who requested the apartment did so for another person or in the name of another person. These general contractual conditions of BerlinApartment, hereafter referred to as BA, will apply to all services provided by BA to the guest as party to this contract. BA will provide only what is specifically outlined in these general contractual conditions, and any opposing conditions by the guest as party to this contract will not be accepted by BA. It is agreed that verbal agreements have not been made between the parties to this contract, and any subsequent changes or additions are only valid in written form. Verbal permission to forgo submitting changes or additions in written form is not permissible. The applicable portions of these General Contractual Conditions (GCC) are to be considered an integral part of the contract. The complete GCC may be found on the homepage of BA on the Internet. The agreed rental price includes all utility costs, i.e. electricity, water and heating costs. Cleaning service or a change of linens is available on request at an additional cost. Smoking in the apartment, or the presence of pet animals is not allowed.

2. BOOKING RESERVATIONS

BA accepts reservations requested by the following means:

- Reservations by e-mail
BA will accept reservations by email and the confirmation will normally follow directly from BA. The confirmation of the reservation by e-mail will be sent by BA to the sender of the original e-mail.
- Booking by telephone
BA will accept reservations made by telephone, however, the request by telephone must include a valid e-mail address. Confirmation will follow automatically by BA to the e-mail address provided. In this case BA will take the responsibility for the confirmation.
- Booking by FAX
BA will also accept reservations made by FAX, however, the request by FAX must include a valid e-mail address. The e-mail address is required in order to make it possible for BA to send the automatic confirmation of the reservation. In this case BA will take the responsibility for the confirmation.

If the agreed deposit of 25% (rounded up to the nearest Euro) has not arrived in the account of BA within 4 workdays, BA will have the right to cancel the reservation.

3. PAYMENT

The balance of the rent for the apartment is due on arrival. Unless otherwise agreed in advance, the total rent payment must be made in cash when the keys to the apartment are received.

4. RECEIPT OF THE KEYS

The keys to the apartment will be provided to the guest on the agreed day of arrival.

5. CANCELLATION

Cancellations must be made in writing. In case of disagreement it will be the renter's responsibility to prove that he has properly submitted the cancellation to AB.

Any costs associated with the cancellation will depend on the date of receipt of the written cancellation.

- If the cancellation notice is received no less than 28 days before the start of the agreed arrival of the guest, then the rental contract will be cancelled without additional costs. AB will return the deposit to the person or office which made the original booking, minus a 10€ administrative fee.
- In case of a cancellation less than 28 days before the start of the agreed arrival of the guest, the guest is liable to pay a cancellation fee. In this case the fee for cancellation will be equivalent to the amount of the deposit.
- If the cancellation takes place in less than seven days before the start of the agreed arrival of the guest, then the renter will be required to pay 50% of the apartment rent as a cancellation fee.
- If the guest does not arrive on the agreed start date without having informed BA, then BA may cancel the booking. In this case the guest will be required to pay BA the full rental price. The guest will have no right to any price reduction.
- Unplanned or earlier departure of a guest cannot be taken into account for a price reduction. The whole payment for the rental is due, and the guest will have no right for a price reduction.

6. ARRIVAL AND DEPARTURE

Guests may arrive between 14:00, and midnight. Departure of guests should take place prior to 12:00.

BA does not man a reception office.

The guest must inform BA of his/her arrival time at the apartment, so that it will be possible to provide the guest with the keys at that time. BA has the right to charge for an extra night if, without prior notification, the guest does not depart at the agreed departure time.

7. NUMBER OF GUESTS

The apartment may not be rented to other persons or may not be sublet to other persons. Only those persons, as specifically agreed during the booking of the apartment with BA, may occupy the apartment. Allowing other persons to occupy the apartment is not allowed under any circumstances. In the event that these rules are not followed, the renter may cancel the remainder of the scheduled stay and may charge extra for the unauthorized use of the apartment.

8. HOUSE RULES

The purpose of the House Rules is to insure that all guests may enjoy a pleasant stay in comfortable surroundings.

- No pets of any kind are allowed
- Smoking in the apartment is not allowed
- Careful use of furnishings is requested

The guest is asked to treat the apartment and its contents with the same care as though it were his/her own.

The guest has the responsibility to pay for any damages caused by carelessness, willful destruction, or through unintended use of the furnishings or other contents of the apartment. Examples are burns, damage or soiling of furnishings or textiles, including breakage of glassware and dishes, etc. Reimbursement will be for full value of the items damaged.

- Responsible Use of the Apartment and its Contents

In order to protect our environment, it is expected of each guest that he/she avoid wasteful use of the various utilities, i.e. gas, water and electricity. In the case of extreme carelessness, (for example having the windows open and the heat turned up to the maximum), BA has the right to request additional payment for utilities expenses.

- Trash

Guests are requested to deposit their trash regularly in the provided trash collection containers.

- In the hours between 22:00 and 06:00 guests are requested to maintain peace and quiet in consideration of the other tenants in the building.

9. ACCESS

When necessary, the guest must allow access at any time to authorized maintenance personnel for inspection, cleaning and required repairs. Of course, BA will attempt to protect the privacy of all guests, and will try to notify guests in advance when access to the apartment is required. BA reserves the right to enter the apartment without prior notice during the period of the rental to inspect the premises for damage or potential damage, and to make repairs if required.

10. LIABILITY

BA will be responsible for the readiness and proper availability of the apartment.

If as a result of unforeseen, unavoidable circumstances (for necessary maintenance or other urgent reasons) it is not possible to have an apartment ready or available at the agreed time, BA has the right to offer the guest an adequate substitute apartment. If for some reason it should not be possible for BA to offer an adequate substitute apartment, the maximum liability of BA is to return all and any moneys paid in advance by the guest. This will be the total extent of BA liability, and no other damages will be paid. The guest furthermore declares himself/herself ready not to request damages in case of interruption of the various utilities (water, electricity, heat, Internet, TV reception, etc.) if these interruptions were unexpected and not as a result of neglect. The guest and any companions or family members, furthermore declare that they are using the apartment at their own risk, and hold AB free and clear of any liability for injury. BA will not and cannot accept responsibility or liability for any personal property the guest will bring into the apartment. BA will not be responsible for loss due to burglary, loss or damage to the property of the guest, or injury or illness of the guest while in residence. BA should be notified immediately of any complaints, or defects in the apartment so that BA can take immediate action to correct these defects. Any defect in the apartment or its contents, or circumstances which threaten the condition and continued existence of the apartment, are to be reported immediately to BA. The guest is responsible for any damages in the rented rooms and their contents that exceed normal wear and tear. This also applies to damages caused by others than the guests who are in the apartment with the permission of the guest.

11. INDIVIDUAL INVALID KLAUSES

Should one of the clauses or conditions of this contract be invalid, the remainder of the contract will continue to be in force and will not be affected. In this case the parties to this contract declare themselves ready to reach agreement on a substitute clause to replace the invalid clause or condition.

12. JURISDICTION

The legal jurisdiction will be Berlin. This English translation has been made for the convenience and information of English speaking guests. In case of disagreement between the German version of this contract and the English version, the German wording and meaning will prevail as the official text.