

## **General terms and conditions Comfort-Boardinghouse Köln-Rodenkirchen**

### **CA Comfort Apartments GmbH**

**Werkstättenstr. 39d**

**51379 Leverkusen**

### **following as CA GmbH**

#### **§ 1 Scope**

- These terms and conditions apply to all contracts governing the leasing of furnished lodgings, and for all additional associated services and deliveries performed by CA GMBH for the customer.
- Services are rendered exclusively on the basis of these terms and conditions. Conflicting or differing customer terms and conditions are not recognised, unless we have expressly consented to them.

#### **§ 2 Contract conclusion, contractual partners, subletting**

- We lease our apartments exclusively for temporary use by the customer as per Section 549 Para. 2 Point 1 BGB (German Civil Code). Long-term leases not covered by the aforementioned German Civil Code provision, and which may be offered in certain cases, require a written apartment lease agreement contract to be signed.
- The agreement takes effect by virtue of CA GMBH accepting the customer's request. CA GMBH is free to confirm the customer's booking in writing.
- If the content of the reservation confirmation differs from the customer's request, the differing content in the reservation confirmation will become binding for the customer and CA GMBH unless the customer objects to it in writing within a week of receipt. CA GMBH commits to specifically advising the customer of this at the start of the one-week period. The agreement takes effect with the content of the reservation confirmation by no later than the day the service is accepted by the customer.
- If a customer has signed the agreement in its own name for a third-party guest who will be the one actually living in the apartment, both the customer and the guest shall be liable to us for all damage culpably caused to the leased property.
- Subletting and invitations to interviews, sales events or other similar events require the prior written consent of CA GMBH. Section 540 Para. 1 Clause 2 BGB is expressly waived if the customer is a business.

#### **§ 3 Payments, prices and payment methods**

- CA GMBH is obliged to provide the apartment booked by the customer, and render the agreed services. If CA GMBH is unable to provide the booked apartment, it will offer the customer an equivalent apartment. If the customer has no justified reason to reject this equivalent apartment, it is still entitled to do so, but cannot claim any compensation.
- The customer is obliged to pay the agreed amounts for the apartment and other services used/the standard CA GMBH prices.
- If the customer is a business, the agreed prices are exclusive of the legal VAT, insofar as the lease period is less than 6 months at the time of leasing. Unless already shown in the price, CA GMBH can charge extra municipal accommodation taxes if required by law.
- We charge a fee of 3% of the payment amount for payments made by credit card.
- For leasing periods of more than one month, the agreed payment must be made to the CA GMBH account stated in the lease agreement a month in advance by the 3rd working day of the month. Otherwise, invoices issued by CA GMBH without a due date are payable in full within seven days

of invoice receipt. CA GMBH is entitled to make accrued receivables payable at any time, and demand immediate payment. In the event of default, CA GMBH is entitled to demand the legal interest. It expressly reserves the right to prove greater damage.

- Dunning costs as per Section 288 Para. 5 Clause 2, 3 BGB are charged for every reminder issued once default has occurred. The customer is free to prove that said damage was not caused, or not to the claimed extent.

- CA GMBH is entitled to demand an appropriate advance payment and/or security deposit at the time of contract conclusion or thereafter. The advance payment amount and payment deadlines are established in writing in the agreement. The security deposit can also be made by providing credit card details. In this case, CA GMBH is entitled to collect the agreed fee by credit card if payment deadlines are not upheld.

- Insofar as the customer is a business, it may only offset with undisputed, legally established claims against CA GMBH, and may only reduce the rent if the right to do so is undisputed or legally established. Its claims as per Section 812 BGB remain unaffected by this.

- If the customer has facilitated a security deposit by providing credit card details, CA GMBH is entitled to also charge the additional services used by the customer, e.g. final cleaning, special cleaning or other expenses, to the credit card after issuing a corresponding invoice.

#### § 4 Smoking ban, animals

- CA GMBH's apartments are non-smoking properties, meaning smoking inside them, including at open windows, is prohibited. Smoking is only prohibited outdoors or on the balconies. If this rule is breached despite receiving a warning, CA GMBH is entitled to terminate the lease without notice. If necessary, it can also charge at least 60 Euros net for special cleaning required as a result of nicotine odours in the apartment. CA GMBH is allowed to prove greater damage here.

- Animals are only allowed to be kept in the leased apartments with CA GMBH's prior written consent. Additional costs and/or security deposits may be incurred.

#### § 5 Provision, handover and return of the apartment

- Booked apartments are made available to the customer from 3pm on the agreed day of arrival. The customer is not entitled to access them earlier.

- On the agreed day of departure, the apartment must be vacated for CA GMBH by no later than 11am. Thereafter, CA GMBH may charge 50% of the apartment's per-day rate for the delayed return, insofar as the apartment is vacated by 6pm. If it is not vacated until after 6pm, the full daily rate is charged for the following day. The customer is not entitled to raise any claims in this respect, but it is free to prove that CA GMBH did not incur any damage, or that the damage was significantly less than stated.

- The apartment must be returned in the condition in which the customer received it. The customer must remove all its personal objects from the apartment, and dispose of any food it has brought with it.

- All keys provided must be returned. We charge 20 Euros for every key not returned. The customer is expressly prohibited from having any provided keys copied.

- For insurance reasons, CA GMBH asks the customer to close and lock the apartment doors when leaving the apartment.

## § 6 Withdrawal and cancellation

- If an agreed advance payment or security deposit is not provided even after an appropriate extension period set by CA GMBH has elapsed, CA GMBH is entitled to withdraw from the contract. In this case, CA GMBH is entitled to claim for its expenses to date and its lost profit.
- CA GMBH is also entitled to withdraw from the contract extraordinarily for justified reason, e.g. if
  - force majeure or other circumstances beyond CA GMBH's control render it impossible to fulfil the contract;
  - apartments are hooked under misleading or false information relating to important contractual facts, such as those pertaining to the customer's identity or purpose;
  - CA GMBH has justified reason to assume that use of the hooked apartments may jeopardise sanctity of the home, security or CA GMBH's public image, without this being attributable to CA GMBH's sphere of responsibility.

## § 7 Loss or damage of belongings

- Items the customer brings with them are kept at the leased apartment at the customer's risk. CA GMBH bears no liability for loss, destruction, damage or financial loss, even when it is a case of gross negligence or deliberate intent by CA GMBH. Exempt from this are damages resulting from death, physical injury or harm to health. Cases in which item storage constitutes a mandatory contractual obligation due to the specific conditions are exempt from this disclaimer.
- At the customer's request, CA GMBH shall take out contents insurance for the leased apartment. The premiums must be paid by the customer.

## § 8 Technical equipment and connections

- If the customer wishes to use their own electrical equipment using the apartment's power grid, this will require CA GMBH's prior written consent, unless it involves everyday items. Disruptions or damage caused to the apartment's technical systems as a result of this equipment being used shall be the customer's responsibility, insofar as it is not CBW BW's.
- The customer is entitled to use telephones, faxes and data-transmission equipment provided in the apartments. The customer must pay any resulting fees in addition to the agreed rent if this usage incurs fees extending beyond the flat rate agreed on by CA GMBH.
- The customer is prohibited from engaging in, encouraging or facilitating any illegal activities through the Internet connection provided by CA GMBH; this applies to illegal file sharing breaching copyrights or other laws. The customer is liable for all damage incurred by CA GMBH and/or the rightsholder as a result of the customer's breach.
- Disruptions to technical or other equipment provided by CA GMBH are immediately remedied wherever possible. Payments cannot be withheld or reduced, unless CA GMBH has caused the disruptions.
- CA GMBH's apartments are equipped with a TV and radio as a minimum.

## § 9 Access by CA GMBH staff

- CA GMBH is entitled to enter the leased apartment to perform repairs, read water and power meters, and, with prior arrangement, inspect the premises as part of the lease renewal process. In the case of imminent danger, CA GMBH is also entitled to enter the apartment without consulting the tenant.

- Cleaning staff employed by CA GMBH are entitled to enter the apartment as part of the agreed regular cleaning service, and the caretaker is entitled to do so in the event of any small repairs or maintenance work.

#### § 10 Customer liability for damage

- Insofar as the customer is a business, it is liable for all damage caused to the building or inventory by the customer itself, its visitors, its staff or other related third parties.
- When the apartment is handed over, the customer is provided with a list of inventory. The costs for items no longer available at the time the apartment is vacated must be reimbursed by the customer at fair value.
- CA GMBH can ask the customer to provide appropriate securities/collateral (e.g. insurance, bonds, guarantees). The security deposit can also be made by providing credit card details, in which case CA GMBH is entitled to use this card to charge for repairing damage culpably caused to the apartment by the customer or any fellow residents or visitors. CA GMBH will calculate the costs for repairing the damage beforehand by obtaining a quote from a specialist company.
- The customer is obliged to do all feasible to remedy the disruption and minimise any potential damage.

#### § 11 CA GMBH's liability

- Liability regardless of negligence or fault, particularly warranty liability, does not apply to our company in the case of material defects.
- CA GMBH is liable for upholding its contractual obligations with due diligence. No customer compensation claims can be raised. Exempt from this are damages resulting from death, physical injury or harm to health if CA GMBH is responsible for the breaches, other damages based on deliberate or grossly negligent breach of mandatory obligations by CA GMBH, and damages based on deliberate or negligent breach of major contractual obligations by CA GMBH. A mandatory breach of obligation by CA GMBH is equivalent to the same breach by a legal representative of assistant. In the event of any problems or defects in CA GMBH's services, CA GMBH will endeavour to remedy this as soon as it becomes aware of them or upon immediate complaint by the customer.
- If the customer is provided with a parking bay in a garage or other car park, including for a free, this does not result in a safekeeping agreement. If vehicles or contents of vehicles parked in the car park get lost or damaged, CA GMBH can only be held liable if it is case of deliberate intent or gross negligence. Point 1 clauses 2 to 4 above apply accordingly. Any damage must be immediately reported
- Compensation claims are time-barred, regardless of knowledge or grossly negligent lack of knowledge, at five years after they are established. The above shortened limitation periods do not apply in the event of death, physical injury, harm to health, violation of freedom, or for claims based on deliberate or grossly negligence breach of obligations by CA GMBH, its legal representatives or assistants.

#### § 12 Final provisions

- All changes and amendments to this agreement must be made in writing in order to be deemed valid. This also applies when abolishing the written form requirement itself. The parties agree

that, contrary to Section 126 BGB, exchanging personally signed documents by fax will suffice. This contract contains the full agreement between the parties; no sub-agreements exist.

- The place of performance and payment is CA GMBH's headquarters. The sole place of jurisdiction – including for disputes relating to cheques and bills of exchange – is CA GMBH's headquarters, insofar as the customer is a merchant. If a contractual partner meets the requirements of Section 38 Para. 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction within Germany, the place of jurisdiction shall be CA GMBH's headquarters.

- Should individual provisions of these terms and conditions be or become invalid or null and void, this shall not affect the validity of the remaining provisions. The legal regulations shall then apply.

Valid from 02/2024