



General Terms and Conditions (GTC)

for the room rental business of **T&T Zimmervermietung Oßmaritz GbR**

This English version is provided for your convenience. The contract language is German. In the event of any discrepancy or question of interpretation, the German version ("Allgemeine Geschäftsbedingungen") is authoritative.

Our address (administration): Talweg 14, 07639 Bad Klosterlausnitz, Germany

Address of the rental property: Oßmaritz 13, 07751 Bucha, Germany

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§ 1 Scope, House Rules and Right of Use

1. These General Terms and Conditions (GTC) apply to all contracts for the rental of rooms for accommodation purposes and to all further services provided by the Landlord in this connection for the Tenant (or the booking company or agency).
2. The House Rules applicable to the property form an integral part of the rental contract and are binding on all tenants and users. The GTC and House Rules are sent or linked to the Client (booking company, agency or private customer) in text form together with the Landlord's offer and are available at any time at www.monteurzimmer-bei-jena.de. By accepting the offer (see § 2), the Client acknowledges the GTC and House Rules as part of the contract.
3. **Availability and languages:** The House Rules are displayed clearly visibly in the house. The House Rules and GTC are available in their current version at www.monteurzimmer-bei-jena.de in German, English and, where applicable, further languages. The contract language is German. Translations serve solely to aid understanding; in the event of discrepancies or questions of interpretation, the German version is authoritative. The Landlord endeavours to keep translations identical in content.
4. **Duty to inform and liability for third parties (subcontractors):** If a company books rooms for its own employees, for **subcontractors** or for other third parties deployed by it, the booking company (as contracting party) is strictly obliged under the contract to actively and fully instruct all arriving persons in advance about the applicable GTC and in particular the House Rules. Any reliance on ignorance of the House Rules by the persons staying overnight is expressly excluded. The booking company is fully liable for any breaches by this entire group of persons, irrespective of their precise employment relationship.



5. **Type of use and self-catering:** The rental property is let on a self-catering basis. It is not an accommodation establishment of a hotel character (full service). The ongoing provision of consumables (e.g. toilet paper, kitchen roll, washing-up liquid, coffee, salt/pepper etc.) is expressly not part of the contractual service owed. Any initial supply provided on arrival is a voluntary service by the Landlord from which no legal entitlement to continuous replenishment can be derived.
6. **Authorised users:** The rented premises may be used exclusively by the number of persons bindingly stated at the time of booking and contractually agreed. The Tenant is strictly prohibited from granting third parties who are not registered access to the accommodation or allowing them to stay overnight, unless this has been agreed with the Landlord in advance in text form and expressly confirmed by the Landlord.
7. **Subletting and commercial use:** Subletting or re-letting of the rooms provided, as well as their use for purposes other than pure accommodation (e.g. use as a commercial establishment, sales activities, prostitution), is strictly prohibited and entitles the Landlord to immediate termination without notice and without any entitlement to a refund.
8. **Landlord's right of access:** The Landlord (and personnel commissioned by the Landlord, e.g. cleaning staff or tradespeople) is entitled to enter the rented premises after prior timely notice for inspection, cleaning or repairs. In the event of imminent danger (e.g. burst water pipe, suspected fire), entry is also permitted without prior notice and in the Tenant's absence.
9. **Temporary use:** The rooms are provided exclusively for temporary use in connection with work away from home, assembly work or another stay of limited duration (Section 549(2) no. 1 of the German Civil Code (BGB)). The establishment of a centre of life, principal residence or permanent residential use in the rental property is not agreed and not permitted. The provisions of German residential tenancy law on protection against termination do not apply. Where a stay requires registration under the registration laws (see § 3), this does not alter the temporary nature of the use.

§ 2 Conclusion of Contract, Booking Agencies and Access Release

1. **Conclusion of contract:** Upon the Client's enquiry, the Landlord sends an offer in text form (booking offer) to which these GTC and the House Rules are attached or linked. The contract is concluded when the Client accepts the offer in text form (e.g. by e-mail) within the period stated in the offer or makes the down payment or total payment stated in the offer. The Landlord then confirms the conclusion of the contract by a booking confirmation containing the essential contract details (room(s), period, number of persons, total price including all mandatory ancillary costs, billing interval, deposit). By accepting the offer, the Client acknowledges these GTC and the House Rules as part of the contract.
2. **Booking by agencies or third parties:** If a third party (e.g. booking agency, relocation service, general contractor) acts as the booking party, that third party itself becomes the Landlord's contracting party and is liable for all obligations under the contract (in particular rental payments, damages and special costs), unless it expressly books on behalf of another company, stating that company's name and address. In that case, the represented company becomes the contracting party. The



Landlord may make acceptance of a booking made on behalf of another company conditional on the agent providing a separate declaration of co-liability in text form. The agent is obliged to forward these GTC and the House Rules to the contracting party and the actual users; the agent is liable to the Landlord for damage arising from failure to do so.

3. **Access release (door codes):** The door codes are transmitted and access to the accommodation is generally released only once the full rental price – or, in the case of agreed instalment payments or long-term rentals, the first instalment due – has been received in full in the Landlord's account, the legally required registration data and the main contact person (see § 3) have been provided, **and** (in the case of business customers/agencies) acceptance of these GTC has been confirmed to us in text form.
4. **Bookings via external platforms:** If the booking is made via an external booking platform (e.g. Booking.com, Airbnb), the conditions deposited there by the Landlord apply mandatorily and with priority with regard to cancellation periods, early departure and payment terms. Any deposits or additional fees listed in these GTC (e.g. for cleaning) apply to platform bookings only insofar as they are explicitly stated in the listing there and do not conflict with the platform's policies. These GTC apply without restriction to all rules of conduct (house rules, liability, termination for misconduct).

§ 3 Statutory Registration Requirements, Main Contact Person On Site and Fire Safety

1. **Registration data and guest list:** Under the German Federal Registration Act (BMG), the Landlord is obliged to record a registration form for guests of foreign nationality (full name, date of birth, nationality, address, period of stay, and type and number of the identity document). In addition, to ensure fire safety, to allocate contact persons and to process the contract, the Landlord collects the name, address, contact details and period of stay of all guests. The Client undertakes to provide this data truthfully and completely for all arriving persons before arrival, at the latest on the day of arrival.
2. **Foreign guests:** must present a valid original identity document on arrival; the Landlord records the legally required details from it. Sending a copy of the identity document in advance is voluntary; it must be marked as a copy and is deleted once the data has been recorded.
3. **Main contact person and substitute (companies):** If a company books for its employees or subcontractors, it must provide the Landlord in advance with a list of the persons by name. For long-term rentals (over 1 month) or multi-room bookings, the company is obliged to name a **main contact person on site** (including direct contact details) in advance. This person acts as the direct contact in the event of problems and as the authorised representative for check-out. **IMPORTANT (substitute):** If the named main contact person is no longer able to fulfil this role (e.g. due to deployment elsewhere, illness or absence on the day of departure), the booking company must immediately name an authorised substitute with contact details to the Landlord in text form. If it fails to do so, notifications from the Landlord to the most recently named contact person are deemed to have been received by the



company. If neither the main contact person nor a substitute appears at the agreed handover appointment, the Landlord carries out the handover unilaterally in accordance with § 6(6).

4. **Changes of personnel:** For long-term rentals, the company is strictly obliged to notify the Landlord in text form of any changes in occupancy (departure of existing or arrival of other employees) without delay, and at the latest on a monthly basis.
5. **Fire safety and security:** This strict documentation and disclosure obligation serves, in addition to the registration law requirements, in particular safety and fire protection. It must be ensured at all times that the Landlord and, in an emergency (e.g. fire, evacuation), the emergency services have the exact number and identity of the persons in the building.
6. **Compliance (customs / authorities):** If a company books for its employees or subcontractors, it warrants that all persons accommodated in the property are legally employed, properly registered and hold the necessary residence and work permits. The company indemnifies the Landlord against all claims, fines, costs and damages incurred by the Landlord as a result of a breach of this warranty, and supports the Landlord in responding to official requests for information.

§ 4 Cancellation Conditions, Withdrawal and Right of Revocation (for Direct Bookings)

This section applies exclusively to direct bookings (not to platforms such as Airbnb/Booking).

1. **Exclusion of the consumer right of revocation:** Under Section 312g(2) no. 9 BGB, there is **no statutory right of revocation** for contracts for accommodation services booked for a specific date or period. The following contractual cancellation conditions apply exclusively to all cancellations by the Tenant.

2. Withdrawal by the Tenant: The Tenant has no right of free withdrawal. In the event of withdrawal, the Tenant is obliged to pay part of the agreed price as compensation. Withdrawal must also be declared in text form (e.g. by e-mail). The amount of compensation is determined according to the following schedule:

A. Single booking and rental period of less than 4 weeks:

- Withdrawal up to 20 days before the start of the rental: 30 % of the rental price
- Later withdrawal (otherwise before the start of the rental): 70 % of the rental price

B. Multi-room booking or rental period of more than 4 weeks:

- Withdrawal up to 40 days before the start of the rental: 15 % of the rental price
- Withdrawal up to 30 days before the start of the rental: 55 % of the rental price
- Later withdrawal (otherwise before the start of the rental): 80 % of the rental price

In all cases of withdrawal, the Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage as a result of the cancellation.



3. Withdrawal by the Landlord: The Landlord may withdraw from the contract if provision of the service becomes impossible or unreasonable for reasons for which the Landlord is not responsible, in particular in the event of force majeure (e.g. official accommodation bans, natural disasters), unforeseeable serious damage to the building (e.g. burst water pipe, fire, failure of the heating or sanitary system), official orders, or if the Client fails to provide the information, confirmations or payments required under § 2 despite a reminder by three working days before arrival. In these cases, payments already made are refunded in full without delay. The Tenant has no further claims (e.g. reimbursement of additional costs for alternative accommodation or travel costs) insofar as the Landlord is not responsible for the reason for withdrawal; liability under § 7(1) remains unaffected. The same applies in the event of extraordinary termination by the Landlord due to conduct in breach of contract under § 8. The Tenant is advised to take out travel cancellation insurance.

§ 5 Early Departure and Price Guarantee (for Direct Long-Term Rentals)

This section applies exclusively to direct bookings (not to platforms such as Airbnb/Booking).

1. **Early departure / termination by the Tenant:** Pricing for companies and long-term tenants is based on the agreed length of stay. Ordinary termination before expiry of the agreed term is excluded. If the Tenant nevertheless departs early or terminates early, the Tenant owes a lump-sum compensation of 30 % of the agreed rent for the remaining period not used. Amounts already paid for the remaining period that exceed this compensation are refunded. If the Landlord succeeds in letting the rooms to another party for the remaining period, the income earned from this is credited against the compensation. The Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage.
2. **Contract extension:** If the rental period of a long-term stay is extended (e.g. from 6 to 8 months), the Landlord guarantees that the same (possibly discounted) monthly rental price agreed for the preceding months applies to the additional months, unless otherwise agreed in the contract.

§ 6 Payment Terms, Payment Default and Special Provisions

1. **Payment obligation and due dates (for direct short-term bookings):** The Tenant is obliged to pay the applicable prices. Upon receipt of the booking confirmation or invoice, a down payment of 50 % of the total amount becomes due. The remaining balance must be transferred no later than 2 working days before arrival. Both payments must be made to the Landlord's account. For very short-notice bookings, the total price must be transferred immediately after the booking confirmation. (For platform bookings, payment is made solely in accordance with the platform's requirements.)
2. **Billing interval (long-term rentals from 1 month):** By default, long-term rentals are billed monthly in advance. The payment amount for the respective month must be transferred no later than the last working day of the month preceding the month of use. However, the Landlord reserves the right to agree different billing intervals. The



binding billing interval is finally determined in the booking confirmation or first invoice. Any deviating special arrangements must be recorded in text form.

3. **Payment default and reminder fees:** If the Tenant defaults on a payment, the Landlord is entitled to charge default interest at the statutory rate (Section 288 BGB). For each reminder after default has occurred – with the exception of the first payment reminder – the Landlord may charge a reminder fee of €2.50; the Tenant remains free to prove that no damage or less damage has been incurred. If the Tenant is a business, the Landlord is additionally entitled to the statutory lump sum under Section 288(5) BGB (€40.00). The Landlord reserves the right to claim further damages caused by default, in particular costs of legal enforcement. In the event of payment default, the Landlord is entitled to refuse access release or to block the access code until payment is received, provided the Landlord has given at least three working days' notice.
4. **Rental period exceeding 30 days:** For a rental period of more than 30 days, the following additional provisions apply mandatorily:
 - **Mandatory interim cleaning and change of bed linen:** For a rental period of more than 30 days, the Landlord carries out a mandatory monthly cleaning of the rooms including a change of bed linen. For this, €65.00 (gross) per month is charged for single-room bookings and €50.00 (gross) per room per month for multi-room bookings. These costs are shown in the offer and in the booking confirmation as part of the total price. The cleaning date is announced at least three days in advance; the Tenant must make the rooms accessible on that date.
 - **Liability insurance:** For a rental period of more than 30 days, the Tenant or the booking company must, upon request, provide the Landlord within five working days with proof of valid private or business liability insurance. The Landlord may make access release conditional on submission of this proof, provided the Landlord has already requested it in the offer.
5. **Deposit (from 2 months' rental period):** If the rental period is 2 months or more, a deposit becomes due for direct bookings before access release. It amounts to **€150.00 per room** or **€700.00 for rental of the entire house** and serves to secure claims for loss of rent, damages and special costs (§ 7). The deposit does not bear interest. The Landlord settles the deposit in text form within 14 days after the handover (§ 6(6)) and refunds the amount not used to the account named by the Tenant. If damage has been identified at the time of handover whose amount has not yet been determined, the period is extended until the cost estimate or invoice is available, but to no more than six weeks; an undisputed partial amount is paid out in advance.
6. **Binding handover and documentation on departure:** For a rental period of one month or more, or for the rental of several rooms up to the entire house, a joint handover inspection of the rented rooms and common areas with the Landlord takes place on the day of departure. The handover appointment must be agreed with the Landlord at least one week before departure; if no appointment is agreed, the day of departure at 10:00 a.m. is deemed to be the handover appointment. A handover report is drawn up documenting the condition of the premises and any defects or damage. It is signed by both parties; for the booking company, the named main contact person or the named substitute (§ 3) signs, and their signature binds the



company. Unilateral handover: If neither the Tenant nor an authorised representative appears at the handover appointment, or if the representative refuses to sign, the Landlord carries out the handover unilaterally. The Landlord documents the condition of the rooms with photographs and, where possible, in the presence of a witness, and sends the report together with the photographs to the Client in text form within three working days. Objections to the report must be raised in text form within seven days of receipt. The unilaterally prepared report forms the basis for settlement of the deposit; the statutory burden of proof remains unaffected.

§ 7 Liability, Damage and Special Costs (Fees)

1. **Landlord's liability:** The Landlord is liable without limitation for damage resulting from injury to life, body or health caused by a negligent or intentional breach of duty by the Landlord or its vicarious agents, and for other damage caused by intent or gross negligence. In the event of a slightly negligent breach of essential contractual obligations – i.e. obligations whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance the Tenant may regularly rely – liability is limited to compensation for the foreseeable damage typical of the contract. Otherwise, liability for slight negligence is excluded. For property brought in by the Tenant, the Landlord is liable in accordance with the statutory provisions on innkeepers' liability (Sections 701 et seq. BGB). The Tenant is advised not to leave valuables openly in the room. The Landlord is not liable for interruptions to utilities (electricity, water, heating, internet) caused by disruptions at external providers; the Landlord will endeavour to have them remedied as quickly as possible.
2. **Careful treatment and joint and several liability (Tenant):** The rooms, including all inventory, and the facilities belonging to the house must be treated with care. The Tenant, the booking company and any booking agencies are fully and jointly and severally liable for all damage caused to the building, inventory and common facilities, irrespective of whether it was caused by their own employees, subcontractors or other third parties provided by them.
3. **Check-in report and reporting of damage:** The Landlord documents the condition of the rooms with photographs before each arrival (check-in report). The Tenant is obliged to inspect the rooms for defects and damage immediately after moving in and to report any defects found to the Landlord in text form on the day of arrival, with a photograph where possible. Damage occurring during the stay must be reported to the Landlord without delay. Damage that is not noted in the check-in report, was not reported by the Tenant on the day of arrival, and is identified at the handover or the first inspection after departure is deemed to have occurred during the rental period, unless the Tenant proves that it already existed on arrival or does not originate from the Tenant's sphere of responsibility. Minor damage to small inventory items (e.g. a single broken standard drinking glass or a plate worth less than €5.00) is replaced by the Landlord free of charge. For more substantial damage to fittings, furniture or the building fabric, the contracting party is liable in accordance with the statutory provisions.
4. In the event of breaches of the contract or the House Rules, the Landlord charges the following costs as liquidated damages or according to actual expenditure (by deduction from the deposit or separate invoice):



- **Unauthorised overnight stays by third parties:** If the Tenant grants unregistered third parties unauthorised access and allows them to stay overnight in the accommodation, the Tenant is subsequently charged the full regular overnight price for the respective night for each unauthorised person.
 - **Blockage/damage to the macerator toilets:** In the event of improper use of the macerator units (disposal of wet wipes, dirt, building rubble or other foreign objects), the full cleaning and repair costs (and, where applicable, emergency call-out costs) are charged.
 - **Breach of the no-smoking rule in the house:** liquidated damages of €250.00 for special ozone cleaning and odour neutralisation of the affected area. If replacement of textiles or mattresses is additionally required, this is charged at actual cost.
 - **Waste glass not disposed of (companies/long-term tenants):** liquidated damages of €50.00 for collection, transport and disposal. If the actual expenditure exceeds the lump sum (e.g. for exceptionally large quantities), the actual expenditure is charged instead at the hourly rate under "Above-average soiling" plus documented disposal costs.
 - **Above-average soiling:** (e.g. deep-seated stains on mattresses/upholstery, wilfully heavily encrusted kitchen appliances, massively unwashed dishes despite the dishwasher provided): cleaning fee according to actual time spent, charged at an hourly rate of €35.00 gross per cleaning hour, but at least €50.00.
 - **Wilful damage to appliances:** (e.g. failure to empty the tumble dryer's water container despite instructions): charged according to the actual repair costs of the service technician.
 - **Late check-out / rooms not vacated:** If the rooms are not vacated by the agreed check-out time, the Tenant owes compensation for use in the amount of the regular daily price for each additional day or part thereof, plus any damage incurred by the Landlord vis-à-vis subsequent tenants as a result of the delayed release.
 - **Disclosure of the access code:** If the access code is passed on to third parties contrary to the House Rules, or if there is reasonable suspicion of this, the Landlord is entitled to change the code. The costs incurred (travel, programming; lump sum €40.00) are borne by the Tenant; the Tenant remains free to prove that the costs were lower.
 - **Own pets:** If a pet is brought along with permission, an additional final cleaning is charged according to actual time spent at the rate under "Above-average soiling", but at least €50.00.
 - **Items left behind:** Items left behind after departure are kept by the Landlord for four weeks. The Landlord informs the Client in text form. Forwarding takes place only against advance payment of shipping and packaging costs. After expiry of the period, the Landlord is entitled to dispose of the items; obviously valuable items are handed in to the lost property office.
5. *Note on lump sums under Section 309 no. 5 BGB: For all lump sums stated in these GTC, the Tenant is expressly permitted to prove that no damage has occurred at all or that the damage is substantially lower than the lump sum claimed.*



6. **Liability for mail and parcels:** The Landlord accepts no liability whatsoever for loss, damage or delay of mail and parcels addressed to guests. Accepting and forwarding items after the guest's departure is not a contractual obligation of the Landlord. Any forwarding costs incurred must be borne in full and in advance by the Tenant or the Tenant's company.

§ 8 Extraordinary Termination, Right of Domicile and Set-Off

1. **Termination without notice:** The Landlord may terminate the tenancy immediately and without notice at any time for good cause. Good cause exists in particular in the event of:
 - Payment default by the Tenant that continues despite a reminder and the setting of a reasonable grace period of at least five working days with reference to the impending termination, or payment default with two consecutive monthly instalments.
 - Intentional or grossly negligent damage to the rental property.
 - Serious hygienic neglect or massive littering of the premises.
 - Repeated breaches of the GTC or House Rules (after a warning has been issued).
 - Tampering with safety-relevant equipment (e.g. taping over smoke detectors).
2. **Immediate termination in the event of police call-outs and excesses:** If serious misconduct (e.g. excessive alcohol consumption, persistent disturbance of the night-time rest period, threats, insults or physical assaults against neighbours, fellow tenants or staff) results in an unreasonable disturbance or a **police call-out**, the property must be **vacated within 24 hours**.
3. **Consequences of termination:** In the event of termination under paragraph 1 or 2, the Landlord is entitled to retain payments already made for the current billing period as liquidated damages for loss of use and re-letting expenses. If the rooms are let to another party within this period, the income earned is credited. The Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage. The Landlord reserves the right to claim further damages.
4. **Payments after termination:** Payments for subsequent months after termination do **not** result in an extension of the contract.
5. **Set-off (Section 387 BGB):** The Landlord is entitled to set off overpayments against existing claims (damages, special costs).
6. **Set-off and retention by the Tenant:** The Tenant may set off against claims of the Landlord, or exercise a right of retention, only with claims that are undisputed or have been established by final judgment.

§ 9 Data Protection and Credit Check

1. **Data processing:** The Landlord processes personal data of Clients and guests for contract processing, for the fulfilment of legal obligations (in particular the German Federal Registration Act) and for the protection of legitimate interests (in particular fire safety and security). Details on the nature, scope, purpose, legal bases, retention period, recipients and data subject rights are set out in the Landlord's privacy policy, available at www.monteurzimmer-bei-jena.de/datenschutz, which is sent to the Client



together with the offer. Registration forms are destroyed in compliance with data protection law after expiry of the statutory retention period.

2. **Credit check:** For bookings by companies and for long-term bookings with payment on invoice or in monthly instalments, the Landlord reserves the right to obtain a credit report on the contracting party from infoscore Consumer Data GmbH, Rheinstraße 99, 76532 Baden-Baden, Germany, before conclusion of the contract and, where there is a legitimate interest, also during the term of the contract. For this purpose, name, address and – for natural persons – date of birth are transmitted. No credit check is carried out for bookings with full advance payment. Further information on data processing at infoscore Consumer Data GmbH pursuant to Art. 14 GDPR: <https://www.experian.de/icd-infoblatt>

§ 10 Final Provisions and Dispute Resolution

1. **Applicable law:** The law of the Federal Republic of Germany applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. **Place of jurisdiction:** If the Tenant is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the court having jurisdiction for the Landlord's registered office. The Landlord remains entitled to sue the Tenant at the Tenant's general place of jurisdiction.
3. **Consumer dispute resolution:** The Landlord is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (VSBG).
4. **Severability clause:** Should individual provisions of these GTC or of the rental contract be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of the invalid provision.
5. **Text form:** Amendments and additions to the rental contract and special arrangements (e.g. different check-in/check-out times, pets, additional persons) require text form (Section 126b BGB), in particular by e-mail. The Landlord confirms special arrangements made by other means (e.g. by telephone or messenger) in text form; only arrangements confirmed in this way are deemed agreed. Individual agreements take precedence over these GTC (Section 305b BGB).