

## General Terms and Conditions for the *statthaus Rooms and Apartments GmbH*

### Renting and Procurement

statthaus Rooms and Apartments acts as landlord and agent of various furnished accommodations. Apartments and holiday apartments will hereinafter be referred to as "property". We also offer additional services, e.g. organizing cleaning services and a shopping service. Upon being commissioned by an interested party/renter, we will procure a suitable apartment or holiday apartment as a short-term rental (hereinafter: holiday apartment). A holiday apartment is an apartment which is rented by tourists or business travelers for a short period of time that does not exceed normal holiday time frames. Our own properties can be found on our websites [www.statthaus.de](http://www.statthaus.de) (single apartments) and [www.my.statthaus.de](http://www.my.statthaus.de) (group house option). A selection of properties from other landlords/property owners can be found on our homepage [www.homestay-agency.de](http://www.homestay-agency.de).

#### 1. Leasing Payments and Cancellation/Deposit

We generally commit ourselves to any proposal for a rental property from **statthaus – statt Hotel** for a period of three days after the proposal has been sent from our office. After a period of three days, we may consider our proposal invalid.

We have the right to demand a reasonable down payment. Payments may be made by credit card. In this case, SIX Payment Services payment conditions apply. We reserve the right to demand a safety-deposit. This is specified in the respective proposal.

If a property is booked during a trade fair in Cologne, we may debit the full amount or demand complete payment one month in advance.

#### **statthaus – statt Hotel, single units:**

Cancellation charges for bookings of one or more separate apartments are as follows:

##### **Standard Rate:**

**Up to 21 days before check-in = 0% of booking cost**

**20 to 3 days before check-in = 50% of booking cost**

**As of 2 days before check-in  
(6pm hotel time) = 80% of booking cost**

##### **Other rates (if available):**

###### **Prepaid Rate:**

Non-refundable. The booking requires a valid credit card, which will be charged with the total cost upon booking (alternatively as an advance transfer via SEPA or PayPal), and is only considered confirmed upon receipt of payment.

###### **Flexible Rate:**

**Up to 2 days before check-in  
(6pm hotel time) = 0% of booking cost**

**As of 2 days before check-in  
(6pm hotel time) = 80% of booking cost**



Differing cancellation conditions apply for **trade fair and event dates** such as ISM, IDS or anuga as well as for seasonal dates such as Carnival, Christmas or New Year's Eve:

**Upon booking = 50 % of booking cost**  
**As of 7 days before check-in = 80 % of booking cost**  
**(6pm hotel time)**

**my.statthaus, group house option:**

The cancellation must be made in writing. Cancellation charges for group bookings of the whole house are as follows:

**Up to 60 days before check-in = 25% of booking cost**  
**Up to 30 days before check-in = 50% of booking cost**  
**Up to 14 days before check-in = 75% of booking cost**  
**As of 8 days before check-in = 100% of booking cost**

The cancellation must be made in writing.

These cancellation terms and conditions only apply to direct bookings. For stays booked via other booking portals, only the cancellation periods and conditions stated there apply.

**2. Offerings**

We offer our properties on our homepages, via e-mail, fax or other means of telecommunication, including telephone. Rental of a property goes into effect once a rental confirmation has been sent to you by our office.

**3. Changes in the Rental Contract**

Should a rental agreement/contract be subsequently extended, shortened, changed in any way, or a subsequent rental agreement/contract agreed upon, a separate contract with us is necessary. Any changes in the rental contract must be made in writing.

**4. Discretion**

All offers made by our office are meant solely for the party making the rental request and are to be handled confidentially. Disclosure of the information contained therein to third parties is therefore not allowed.

**5. Cancellations**

If an interested party withdraws a rental request or is no longer interested in a proposal made by our office, regardless of the reasons, he/she is to inform our office of this promptly, or no later than two workdays after this decision has been made.



## 6. Liability

We point out that it is expressly forbidden to use the available internet connection for illegal file sharing. This includes all downloads and uploads of copyrighted music files, movie files, software files or any other type of copyrighted file. If any form of copyright infringement is committed by a renter, or if the renter allows any third party to commit any form of copyright infringement, the renter will be held liable for all present and future damages caused by these actions. We explicitly point out that such violations are liable to prosecution.

Should the renter or any third party associated with the renter cause any damage to the property or the area surrounding the property during the rental period, all incurred costs will be passed on to the renter. The property is secured by a master key locking system / system lock. If a combination building/apartment key is lost, a fee of € 125.00 per key will be billed to the renter. The renter will be billed € 15.00 for the loss of a mailbox key.

In case of late check-out (standard check-out: 11am), the following fees per apartment will be charged: from 30 min € 25.00, from 1 hour € 50.00, from 2 hours the daily rate of the following night.

The respective booking is only valid for the number of registered guests. For unregistered additional guests € 50.00/night and guest will be charged; in flats that are occupied beyond capacity € 100.00/night and guest. We reserve the right to terminate the rental contract immediately.

Smoking in the house is not permitted, not even at the open window. Guests of apartments W3 and W8 may smoke on the respective balconies, guests of apartment W1 have a small courtyard at their disposal. In case of non-compliance, we will charge a special cleaning fee of at least € 200.00 or according to expenditure, respectively.

Pets are not allowed. In the event of non-compliance, we will charge a repair fee per flat according to expenditure.

Film and photo shoots only on request.

## 7. Liability disclaimer

statthaus Rooms and Apartments GmbH does not cover the renter or the renter's personal belongings during the rental period and will accept no liability for lost or damaged personal belongings of guests. This also applies to temporary technical faults regarding electricity, (hot) water, heating or internet.

The information on the various properties offered on our homepage has been compiled to the best of our knowledge and belief. Although this information is carefully reviewed before it is included on our homepage, we assume no liability for the accuracy of this information.

## 8. Data Privacy Protection

Personal data will be stored and processed by our office within the limits of the rental agreement and our own data privacy protection guidelines (refer to Data Privacy Protection). If we are or ever become legally obligated or required by court order to pass on any personal information to persons or agencies entitled to such information, we shall do so accordingly.



**9. Severability Clause**

No oral side-agreements have been made. All changes are to be made in writing. This also applies to a waiver of the written form. The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof. If possible, any unenforceable provision within this agreement will be modified to reflect the parties' original intention.

**10. Applicable Law / Court of Jurisdiction**

German law applies exclusively. If the renter is a professional entity or a person residing outside of the Federal Republic of Germany, Cologne is the venue of jurisdiction.

**11. Withdrawal Rights**

Please note that according to Article 16 (1) of the EU-Consumer Rights-Directive and Article 246a §1 Section 3 No. 1 of the EGBGB (Introductory Law to the Civil Code) and §312g Section 2 No. 9 of the BGB (Civil Code) there exists no right of revocation even if the contract was transacted via long-distance communication. For down payment per credit card, a twelve hour cancellation period is applicable.

----- effective May 2, 2024 -----

