ANLAGE 1

General Terms and Conditions (GTC)

In2 THE BOARDINGHOUSE

An der Linde 6, 52531 Übach-Palenberg

Reservations via:
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- nachfolgend „Beherbergungsstätte“ oder „Anbieter“ genannt-

§1 – General

1.1 These terms and conditions apply to contracts for the rental of rooms for accommodation within the framework of a boarding house operation, as well as to all other services and deliveries provided by the provider to the customer.

1.2 These General Terms and Conditions become a binding basis for the contract upon booking a room.

1.3 The customer is obliged to provide the provider with a valid email address when booking. The provider will send all access data to this address upon booking.

1.4 The condition of the room is proper and without any noticeable defects. The customer confirms that the room is in proper condition and that all accessories are present upon taking possession of the room.

1.5 The subletting or re-letting of a room provided, as well as its use for purposes other than accommodation, requires the prior written consent of the provider.

§2 – Conclusion of contract / contractual partners

2.1. The contract is concluded by:

2.1.1 the provider's written confirmation of a reservation made by the customer. Written confirmation also includes a contract concluded by telex via email or fax transmission.

2.1.2 the acceptance of the customer's application by the provider.

2.2. The contracting parties are the provider and the customer.

2.3. If a third party has placed the order, they shall be liable to the provider, together with the customer, for all obligations arising from the accommodation contract.

ANLAGE 1

§3 – Services, prices, payment, offsetting

3.1 The provider's offers are subject to change and non-binding. Declarations of acceptance and all related descriptions of the scope of services require the provider's written, telex or telephone confirmation to be legally valid. The same applies to additions, amendments or subsidiary agreements.

3.2 After an accommodation contract has been concluded and the customer has made the agreed payment on time, the provider is obliged to keep a room available for the customer and to provide the agreed services.

3.3 The provider's employees are not authorized to make verbal side agreements or give verbal assurances that go beyond the content of the written contract. Agreements are only binding if they have been confirmed in writing by the provider.

3.4 The customer is obliged to pay the applicable or agreed prices for the provision of the apartments and any other services used by them. This also applies to services and expenses incurred by the provider to third parties.

3.5 The total price of the booking (accommodation costs plus any special services booked) is due upon booking. Other payment methods require written agreement.
If payment or refund is made by bank transfer, the provider is entitled to charge the customer additional costs incurred in connection with the payment transaction, in particular for international transfers or transfers via foreign credit institutions.

3.6 By providing their credit card details, the customer irrevocably authorizes the provider to debit all costs arising from the rental of rooms for accommodation, as well as all costs for other services and deliveries provided by the provider to the customer. This also applies explicitly to the loss of accessories or damage to items provided/to the apartment for which the customer is responsible.

3.7 In the event of an unauthorized chargeback on the credit card (charge bank), the provider reserves the right to charge a flat-rate processing fee of €100.00 for the costs incurred. The customer reserves the right to prove that the provider has incurred no or less damage.

3.8 The customer may only offset counterclaims of the provider with undisputed or legally established claims arising from this contractual relationship. The same applies to the retention of payments.

3.9 The price list may be updated on an ongoing basis. The updated prices replace the previously valid prices and become part of this contract. The customer will be notified of the update in writing in good time before the start of use. In the event of a price increase, the customer has an extraordinary right of termination at the start of the proposed increase, in addition to the reasons for termination specified in § 8. This extraordinary right of termination must be declared in writing no later than 1 week after notification of the price increase. The date of receipt by the provider shall determine the timeliness of the termination.

3.10 If the customer defaults on the payment of due invoices, they shall be obliged to pay default interest at a rate of 5% above the base rate of the European Central Bank. The provider's assertion of further default interest, in particular proof of higher damages, is not excluded.

3.11 All accommodation/overnight rates include 7% value added tax. If the period of use of a room exceeds 6 months, the customer is obliged to pay the increased value added tax (then 19%) to the provider.

3.12 For stays of several days, rooms are not cleaned daily. Fresh towels, toilet paper, and other standard hotel room items can be obtained at any time during your stay. For stays of more than seven nights, a full room cleaning will be carried out.
Additional linen or towels can be provided daily for an agreed fee upon request.

3.13 This is a boarding house, i.e., there is no staffed reception on site. An emergency number is posted at the boarding house for emergencies. If the emergency service is called due to the customer's own fault (incorrect code entry, failure to check messages at the email address provided), the accommodation provider is entitled to charge a flat-rate expense allowance of €50 (plus statutory VAT) per call-out.

§4 – Provision, handover, and return of the apartment

4.1 The customer does not acquire any right to the provision of a specific room.

4.2 The rooms are available from 3:00 p.m. on the day of arrival.

4.3 On the agreed departure day, the room must be vacated and made available by 10:00 a.m. at the latest. After this time, the provider may charge 100% of the daily rate for use exceeding the contract due to the late vacating of the room. This does not justify any contractual claims on the part of the customer. The customer is free to prove that the provider has incurred no or significantly less damage.

4.4 The accommodation provider undertakes to provide the rooms booked in accordance with this contract at the agreed price. In the event of a disruption to services, it shall be liable in accordance with the statutory provisions, but to a maximum of the respective room price/night. Any further liability on the part of the accommodation provider is expressly excluded. The accommodation provider shall not be liable for force majeure.

§ 5 – Cancellation/Invoice correction

5.1 A reservation is binding. Bad weather, illness, schedule changes, and delays are not the responsibility of the provider. The customer cannot derive any claim for waiver or regulations deviating from this regulation with regard to the provider's claims for cancellation fees.

5.2 The provider must be notified in writing of any cancellation of the reservation by the customer no later than 7 days before the agreed arrival date. Otherwise, the provider shall be entitled to compensation or partial compensation of the agreed total price of the stay in accordance with the following provisions:

5.3 Cancellation fees for reservations:

5.3.1 The provider reserves the right to charge a one-time fee of €15.00 for processing a cancellation (for canceling the invoice, reversing the corresponding amount, etc.). The customer reserves the right to prove that the provider has incurred no or lower expenses.

5.3.2 ... for cancellations more than 7 days before the agreed arrival date: No cancellation fee.

5.3.3 ... in case of no-show and/or cancellation up to 7 days before arrival, the guest shall pay the total price.

5.4 The dates listed in section 5.3 are the maximum cancellation fees. However, the provider will endeavor to keep the cancellation fees for the customer as low as possible.

5.5 Other agreements are only valid if agreed with the provider and made in writing.

5.6 If the customer informs the provider of a different billing address after making a reservation and receiving the first invoice, the provider reserves the right to charge a fee of €15.00 for changing the invoice. The customer reserves the right to prove that the provider incurred no or lower expenses.

§6 – Warranty and Liability

6.1 The Provider shall not be liable for the loss and/or destruction of the Customer's personal belongings, except in cases of intent or gross negligence.

6.2 The provider shall not be liable for unforeseen, unavoidable, and exceptional disruptions to service due to force majeure. Cases of force majeure are those beyond the provider's control, such as natural disasters, public unrest, etc.

6.3 The provider shall not be liable for the improper or untimely transmission of contact data in accordance with Section 1.3 or for the retrieval of the transmitted access code by the customer.

§7 – Data protection, exchange

7.1 The customer is hereby informed in accordance with § 33 BDSG (Federal Data Protection Act) and § 3 TDDSG (Telemedia Data Protection Act) that the provider processes their inventory data (name, address, period and duration of stay) in machine-readable form and only for tasks arising from the contract. The provider is entitled to disclose customer data if this is necessary to ensure operations (government authorities).

§8 – Limitation period

8.1. All claims against the provider shall generally expire one year after the start of the regular limitation period in accordance with § 199 (1) BGB (German Civil Code).

§9 – Miscellaneous

9.1 Dogs are only permitted with express written consent. The provider reserves the right to charge a fee for bringing a dog and to allocate a suitable room. It is therefore essential that the customer contacts the provider in good time. If a dog is brought along without prior notification and consent, the provider is entitled to charge the regular dog fee retroactively. Any further claims for compensation for actual damages incurred or additional costs remain unaffected within the scope of statutory provisions.

9.2 Smoking is prohibited throughout the building. In the event of a violation, the customer will be charged a minimum of €150.00 for special cleaning of the apartment. The provider also reserves the right to charge the customer for higher costs, such as extensive special cleaning, reaccommodation of subsequent guests, etc. The customer reserves the right to prove that the provider has incurred no or less damage.

§10 – Final provisions

10.1 All contracts are governed exclusively by the laws of the Federal Republic of Germany. Aachen is agreed as the exclusive place of jurisdiction for all disputes arising from or in connection with the contracts.

10.2 The place of performance and fulfillment is Aachen.

10.3 Should individual provisions of these General Terms and Conditions or of the accommodation contract be invalid or lose their validity due to circumstances arising at a later date, the validity of the remaining provisions of the General Terms and Conditions or of the accommodation contract shall remain unaffected. The invalid contractual provisions shall be replaced by a provision that comes closest to what the contracting parties would have wanted with regard to their economic and personal interests, had they considered the invalidity. The same applies to gaps in the General Terms and Conditions or the accommodation contract.