General terms and conditions

of appartello GmbH / HPF Betriebsgesellschaft mbH

1. Scope

1.1 These general terms and conditions apply to all existing and future business transactions between the customer (hereinafter referred to as guest) and appartello GmbH, Hamburg, Germany (hereinafter referred to as appartello). This covers hotel accommodation contracts as well as all services provided for the purposes of implementing these contracts at all the premises belonging to appartello.
1.2 The reservation and the use of function rooms of appartello is subject to separate terms and conditions.

1.3 The general terms and conditions of the guest do not apply and are hereby expressly excluded.

2 Conclusion of contract

2.1 Offers made by appartello are non-binding until a contract has been signed. appartello only offers hotel accommodation contracts as defined by German law. Under no circumstances (including long-term stays) will a residential or commercial tenancy contract apply.

2.2 A contract comes into effect through acceptance by the hotel of the customer's order. The hotel is free to confirm room bookings in text form. If a confirmation has not been provided by appartello, the provision of an apartment to the customer by appartello also serves as proof that the customer's reservation has been accepted. Once the contract comes into effect, both parties are obliged to fulfill their respective contractual obligations, regardless of the duration of the contract. Should the customer (i.e. the person signing the contract) be different from the actual guest using the apartment, both customer and guest are liable to fulfill the contractual obligations.

2.3 appartello may, at its discretion, confirm the booking in writing. To be effective, cancellations and similar declarations must be made in writing.

2.4 If the guest is a business, the content of the booking will be based on the written booking confirmation from appartello unless objected to promptly by the guest in writing. This applies, in particular, to bookings and arrangements made verbally or on the telephone. An objection will only be deemed to have been made promptly if it is received by appartello within seven days.

2.5 As regards group bookings (5 persons or more) the organizer shall send appartello a list of participants at least 7 days prior to arrival.

3. Room availability and departure

3.1 The booked apartments are made available to guests on the day of arrival from 15:00. Unless a later arrival time has been expressly agreed, appartello reserves the right to reallocate the booked apartments after 18:00.

3.2 Guests are not entitled to demand to be allocated any particular apartment or space. If appartello has agreed to allocate specific apartments in the booking confirmation, but these apartments are not available, appartello is entitled to offer the guest a different apartment in the same category and property. Any further claims of the guest are excluded.

3.3 Sub-letting or re-letting of the apartments is excluded. Occupancy of the studios / apartments by more than the number of persons specified in the booking requires the prior written consent of appartello.

3.4 Upon arrival, guests shall present their personal identification and provide a security deposit (cash or a valid credit card with a sufficient limit to cover the anticipated total cost of the stay or similar) at the front desk and fill in and sign the police registration form providing all the required personal details.

3.5 Pets are only permitted by prior consent of appartello and against a charge.

3.6 On the day of departure, guests shall vacate the apartment and check out by 11:00 at the latest. If the apartment is not vacated by 11:00 on the day of departure, appartello is entitled to charge the day rate (day rate for the room) if the apartment is used until 14:00 and the full overnight rate (applicable room rate) thereafter. The guest hereby undertakes to pay these additional charges.

3.7 From a certain period of stay we reserve the right to charge a fee for final or special cleaning. If the room's condition harm the ability to re-rent it after departure, possible revenue shortfalls will be asserted.

3.8 Guests may only extend their stay beyond the period agreed in the hotel accommodation contract if they agree this well in advance with the front desk. The guests shall agree this before the end of the first half of their stay, and this must be confirmed by the front desk in writing. The written confirmation is a contract extension for the purpose of the hotel accommodation contract. This does not represent an obligation on appartello to extend the stay of the guest.

4. Collection of registration data

4.1 In order to fulfil the accommodation contract, the hotel will collect the following mandatory information upon arrival: date of arrival, date of expected departure, first and last name, address, email address, number of people traveling with you, payment details, any additional data collected must be entered voluntarily.

4.2 For foreign guests, the number of fellow travellers and their nationality as well as their identity card/passport number must also be entered in the registration form as mandatory information.

4.3 The following data will be stored even after departure if there is a legitimate interest within the meaning of Art. 6 Para. 1 lit. f GDPR and pre-contractual interests within the meaning of Art. 6 Para. 1 lit. b GDPR or the maintenance of a guest database are also stored after departure: first and last name, address, email address, data on the guest history, all information provided voluntarily by the guest during the check-in process as well as data that was required for legal reasons or to collect tourism and local visitor's tax

4.4 The following deletion period applies to files of foreign and domestic guests: The deletion period can be up to 6 years after the annual financial statements after the last business contact, based on Section 257 Paragraph 4 of the German Commercial Code (HGB).

4.5 Retention periods for registration certificate/registration forms: The retention and deletion period for registration certificates and registration form data/registration forms for domestic and foreign guests is in accordance with Section 30 Paragraph 4 Sentence 1 BMG: Storage for 12 months from the day of departure, then deletion within 3 months.

5. Cancellation

5.1 Reservations are binding on the parties. The following terms and conditions apply to cancellations of reserved apartments and/or services. Rather than being reduced by the actual cost savings achieved by appartello, the amount payable by the guest under the hotel accommodation contract is reduced in accordance with these terms and conditions. Further information can be found in Section 2.3. A partial cancellation of reserved apartments and / or services is excluded. The date of arrival for purposes of the cancellation time limit starts at 0:00.

5.2 Cancellations of reservations for up to 6 nights per apartment outside trade show and other peak periods made by 18:00 on the day of arrival will be free of charge. In the case of late cancellations or no shows, appartello has the right to charge a cancellation fee equivalent to 90% of the room rate and the cost of firmly booked services for the first night. The reduction in the cost of the first night's stay payable by the guest is subject to the provisions set forth in Section 5.8.

5.3 Cancellations of reservations for 7 nights of more per apartment made at least 7 days before the start of performance (planned check in) will be free of charge. In the case of late cancellations or no shows, appartello has the right to charge a cancellation fee equivalent to 100 % of the room rate for the first three nights. The reduction in the cost of the first night's stay payable by the guest is subject to the provisions set forth in Section 5.8.

5.4 Cancellations of reservations for 30 nights of more per apartment made at least 14 days before the start of performance (planned check in) will be free of charge. In the case of late cancellations or no shows, appartello has the right to charge a cancellation fee equivalent to 100 % of the room rate for the first seven nights. The reduction in the cost of the first night's stay payable by the guest is subject to the provisions set forth in Section 5.8.

5.5 Cancellations of reservations for 90 nights or more per apartment made at least 14 days before the start of performance (planned check in) will be free of charge. In the case of late cancellations or no shows, appartello has the right to charge a cancellation fee equivalent to 100 % of the room rate for the first 14 nights. The reduction in the cost of the first night's stay payable by the guest is subject to the provisions set forth in Section 5.8.

5.6 Complete cancellations of group reservations (≥ 5 apartments) or reservations for trade show and other peak periods made at least 28 days before the start of performance (planned check in) will be free of charge. If the booking is cancelled 14 days prior to the date of arrival, appartello has the right to charge a cancellation fee equivalent to 90 % of the agreed price for the aggregate number of apartments. If the booking is cancelled 7 days prior to the date of arrival, the cancellation fee is reduced to 80 % of the agreed price for the aggregate number of apartments. In the case of late cancellations or no shows, appartello has the right to charge a cancellation fee equivalent to 90 % of the agreed price for the aggregate number of apartments. The reduction in the cost of the first night's stay payable by the guest is subject to the provisions set forth in Section 5.8.

5.7 appartello is entitled to set different cancellation and payment terms for specific booking periods, special rates or promotional offers. These special conditions shall be communicated to the guest at the time of reservation and take precedence over the provisions set out in these general terms and conditions.

5.8 appartello shall make every effort to allocate cancelled or unused apartments to other guests. If appartello successfully re-lets the apartment over the agreed term, the cancellation fee payable by the guest under Sections 5.2 to 5.5 will be reduced to an amount by which the original amount payable based on the rate agreed with the guest exceeds the amount generated by re-letting the apartment. The reduction may not exceed the original amount payable.

5.9 In the event of an early departure, a written notice must be provided. The notice period varies according to the duration of the stay that was originally booked. From a stay duration of 29 nights, a notice period of 7 days applies; from a stay duration of 90 days, a notice period of 14 days applies; from a stay duration of 6 months, a notice period of 4 weeks applies. The aforementioned notice periods apply irrespective of the number of days already spent at appartello. Any payment obligation resulting from an early departure / cancelled nights is subject to the conditions as outlined in 5.1 – 5.7. An early departure is equivalent to nun-utilisation, and thus results in a payment obligation should 5.8 not apply.

6. Prices / payments / set-offs / assignment

6.1 Prices are quoted inclusive of VAT at the applicable rate based on the price list of appartello valid at the time of the provision of services. They may not include local taxes and fees such as local visitor's tax [Kultur- & Tourismus Taxe] which is owned by the guest or the hotel under local community law. Prices stated on the booking confirmation are binding. However, if the booking has been made more than 4 months ago appartello is entitled to make reasonable adjustments to the stated price.

6.2 appartello is entitled to request an advance payment or security from the guest at the time of booking. The level and time limits for payment of the advance payment depend on length of stay. The parties hereby agree that in the case of stays of 7 nights or more the guest will be required to make partial weekly payments.

6.3 appartello reserves the right to charge a final cleaning fee depending on the cleaning effort of each room. This fee also applies in case of a higher revenue from waste and an additional waste disposal effort. The guest hereby agrees that appartello is entitled to charge this fee directly after check-out or later.

6.4 Invoices of appartello are payable in full upon receipt.

6.5 The guest is only entitled to set off claims, if his or her counterclaims are legally established or undisputed. This applies mutatis mutandis to the right of retention. The guest may only assign rights and claims against appartello to third parties with the prior written consent of appartello.

6.6 Account credit facilities are only available to guests who use the apartments/services of appartello for business purposes (business customers within Germany) following a credit check. Invoices sent to guests on the basis of these credit arrangements are payable in full within 14 days of receipt. If the invoices remain unpaid after the end of this period, the guest will be sent a written reminder. After another 10 days, a third written reminder is sent for the outstanding amount plus late-payment interest and a reminder fee of € 10. This reminder contains a warning that if the guest fails to pay the outstanding amount, the claim will be assigned to a debt collection company. appartello expressly reserves the right to use the security deposit / advance payment of the resident guest to repay the outstanding amount.
Where the guest uses a credit card to settle the invoice, appartello reserves the right to charge a handling fee of 2% of invoice amounts exceeding € 1,000.

7. Termination

7.1 appartello is entitled to terminate this agreement for a good cause. A good cause is, in particular, given:
- if advance / partial payments under Section 5.2 are not made by the agreed date (if no date is specified, at least 14 days before arrival).
- in the case of force majeure, strikes, disruptions outside the control of apartello, which make it impossible to fulfil its contractual obligations.
- if events are booked under false pretences or on the basis of misleading information concerning important facts such as the identity of the organizer or the purpose of the event.
- if appartello has reasonable grounds to believe that the overnight stay / event might put the smooth operation, security or the public standing of appartello at risk, without the cause being attributable to the sphere of influence of appartello.
- in the case of any unauthorised sub-letting or re-letting of the premises made available for use.

7.2 appartello shall notify the guest promptly in writing of its intention to terminate the contract. If the contract is terminated for any of the aforementioned causes, the guest is not entitled to compensation. This does not prejudice the right of appartello to assert claims for compensation or the reimbursement of expenses.

8. Liability

8.1 Items or materials which are left behind in the generally accessible spaces, technical facilities of appartello will not be considered to have been brought to the property if they had not been expressly taken for safekeeping by an authorised employee. Items or materials brought to the apartment are only considered to have been brought to the property if they have been brought by the guest authorised to do so under the contract. Liability for items not brought to the property is excluded. The liability of appartello is limited to € 3,500 for the damage or loss of the items and materials brought to the property and € 800 for money, securities or valuables. Items left behind by guests in appartello will only be forwarded at the guest's request, risk and expense. appartello undertakes to store such items for 6 months. At the end of this period, it shall handover objects that are clearly valuable to the local lost property office. In all other cases, the items will be handed over to the finder against receipt. Any liability of appartello in this regard is excluded.

8.2 appartello shall use every effort to handle wake-up call requests with the greatest care. However, any liability of appartello for not making wake-up calls is excluded. The same applies to automatic wake-up calls.

8.3 Where a parking space in the hotel car park or in the hotel garage is provided to guests - whether on a complimentary or chargeable basis - this shall not be construed as a safekeeping agreement. appartello does not accept any responsibility for the loss or damage to vehicles parked or moved on the property of appartello. There is no obligation on appartello to provide surveillance at its premises. Any loss or damage must be reported to appartello immediately. Section 8.6 applies mutatis mutandis.

8.4 Without prejudice to the provisions set forth in Sections 8.1 to 8.3, the liability for claims (whether in contract or tort) of appartello is excluded. This exclusion does not apply to
- loss or damage caused intentionally or by gross negligence of appartello;
- cases of negligence where the loss or damage is suffered as a result of injury to life, body or health, as well as - subject to the provisions set forth in Sections 8.5 and 8.6
- loss or damage suffered as a result of a breach of material contractual obligations by appartello. Material contractual obligations are obligations that are essential for the proper performance of the contract.

8.5 In the case of a negligent breach of material contractual obligations - except for damage resulting from the injury to life, body or health - the liability or appartello is limited to contractually foreseeable damage at the time of the conclusion of the contract or the breach of the obligation. The liability of appartello is excluded for damage that are solely attributable to the sphere of influence ofthe guest.

8.6 The guest shall report any defects to appartello immediately, at the latest upon departure. The guest's claims must be asserted towards appartello in writing within 14 days of the end of the contractually agreed performance. The guest may only assert claims after the deadline if he or she was prevented from meeting the deadline by reasons beyond his or her control. Claims for damages of the guest due to simple negligence of appartello in accordance with the preceding Sections 8.4 and 8.5 are excluded if they are not asserted in court within a period of three months after appartello or its insurers have rejected the claim, thereby referring to the three-month period.

8.7.The guest is obliged to treat the hotel rooms and facilities with care. In particular and notwithstanding additional claims, the customer is liable for: Wilfull damage or destruction of fixtures, in particular but not limited to, the use of permanent marker pens; Harm caused by overflowing sinks; Harm caused which lead to setting off the smoke detector, in particular but not limited to ovens, toasters, microwaves etc. left unattended, switched on hobs, through prohibited smoking, open fires, incense sticks, candles, incense ceremonies (smoke rituals), etc., through irons left on the carpet or through children left unattended. This list is simply illustrative and is not to be considered exhaustive. This does not affect the right of the hotel to state further claims.

In the event of a fire alarm caused by a hotel guest, a flat fee of at least €1,300 will be charged, depending on the actual cost of the fire department's response.

8.8 The above exclusions and limitations of liability set forth in Sections 8.1 to 8.6 shall also apply to the liability of appartello for its corporate bodies, employees and agents, as well as the personal liability of corporate bodies, employees and agents of appartello.

8.9 The above exclusions and limitations of liability do not apply to claims under the Product Liability Act, which cannot be excluded under applicable law.

8.10 Unless stipulated otherwise by law, all liability claims arising from or relating to the preparation, negotiation, conclusion and implementation of this agreement as well as any other liability claims, whether in statute or in tort, are subject to a limitation period of one year from the date on which the performance under the contract ended or should have ended.

9. Place of performance, jurisdiction and applicable law

9.1 The place of performance and payment is the registered office of appartello GmbH.

9.2 The sole place of jurisdiction for any disputes, including those relating to bills of exchange and cheques, arising from transactions with businesses, public legal entities or public-law special funds, is the location of the registered office of appartello GmbH. This also applies if the guest as a non-business fulfils the requirements of Article 38 (2) of German Code of Civil Procedure (ZPO) and his or her general place of jurisdiction is not in Germany, the guest has moved his or her domicile or habitual residence abroad after the conclusion of the contract or if the domicile or habitual residence is unknown to appartello at the time of institution of legal proceedings.

9.3 This agreement is governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).

9.4 For initial questions about a possible dispute resolution, please contact us at info[at]appartello.de. We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

10. Data protection

Under the Federal Data Protection Act (BDSG), appartello is entitled to process and store data about the guest received in connection with the business relationship - even if such data originates from third parties - or to have it processed or stored by a third party contracted by appartello.

Severability clause

If any provision of the agreement or these general terms and conditions is or becomes invalid, the validity of the remaining provisions of the agreement or these general terms and conditions will not be affected or impaired thereby. The invalid provision shall be replaced by the relevant statutory provision. Under no circumstances will the provision in these general terms and conditions be replaced by the terms and conditions of the guest. The same applies to any omissions from the agreement or the general terms and conditions.