

General terms and conditions (GTC)

City4Living GmbH, Seeblick 3, 63868 Großwallstadt
- in the following named provider-

§ 1 Scope; Object handed over

1. These trading conditions are meant for rental contracts for the temporary use of apartments in order to accommodate our clients, and for every service to the client given by the provider.
2. The apartments are non-smoking-apartment. Furthermore pets are not allowed.
3. Trading conditions proposed by the client will not be valid, unless they have been agreed to in written form. If this is not the case, they will not be valid.
4. The condition and state of the apartment and the list of equipment are included in the certificate of delivery, which is part of the contract of accommodation. This condition and state is accepted and agreed to by the client.
5. It is strictly forbidden to deploy washing machines or dryer by the resident in our apartments. Violations will lead to the immediate removal of the washing machines or dryers. The costs of removing are at the expense of the customer. In case of damage as a consequence of leakage from the washing machines or dryers the customer is responsible for the total damage. As well as for all possible renovations in the apartmenthouse which are developed from the damage. For washing or drying clothes you can use the machines from the City4Living GmbH in the apartmenthouse.
6. It is not allowed to store private bicycles in the apartment, hall or staircase. Please use the appropriate parking spaces in the cellar (bicycle room) or in the courtyard / outdoor area depending on the apartment house. We do not accept liability for your bicycles. When resetting, we will charge you the corresponding costs.
7. The provider is allowed to let the client stay in a different apartment of equal type, if the booked apartment should not be available. The client does not get any further claim.
8. The contractor is entitled, after prior notice (written or verbally), to enter the apartment for repair or maintenance work. This includes e.g. maintenance, replacement of consumables such as lamps, repairs and rectification.
9. To barbecue something inside the apartment or on the balcony/terrace or outdoor facilities is prohibited. As well as using chip pans.
10. The apartment may be used only for residential purposes. The use for a business and commercial exercise is not permitted. In case of misuse, the immediate annulment of the reservation is the result. The tenants/residents has to leave after pronouncement/communication from the immediate abolition of the booking on the following day no later than 12: 00 noon fully and have to put his private objects with them to clear the apartment. Loss of rent, recovery costs of security and damage, as well as other resulting costs will be invoiced. Refunds of already paid rental will not be refunded.

§ 2 Contract conclusion and contract partners

1. The contract is valid if there is
 - a. a written confirmation of a reservation of the client by the provider. A contract conclusion via email or Fax is permitted.
 - b. a clear and definite oral agreement with the client e.g. on the telephone.
 - c. a acceptance of provider following a proposal of the client.
2. Contract partners are the client and the provider.
3. If a third party is involved in the reservation, then he is responsible and liable to the the provider for every duty of the contract of accommodation.

§ 3 Service, price, payment and offset

1. The provider has the duty to fulfil the promised services and have the booked apartment ready.
2. The offers of the provider are not-binding. The declaration of acceptance and everything that is related to the description of the service need to be confirmed in either a written way, by telephone or by written communication. Otherwise they will no be legally effective. This also accounts for additions and changes.
3. Employees of the provider are not permitted to make any changes of additions to the contract. What they say will not be legally effective.
4. The client must pay all the prices that he has agreed to. That includes the price for handing over the apartment, and the prices and services he has agreed to. This also counts for services and expenses to a third party.
5. If the client only reserves for a week or less, he has to pay the complete price for staying the day he arrives. If he has already paid some of that money, this sum will be subtracted.
6. At the beginning of the booking, the "amount due before arrival", according to the booking confirmation, is due in full. Depending on the duration of the booking, this includes the first (sometimes as well the following months) rent. If the booking is longer than the initial payment, the following payments of the monthly rent must be received in advance on the City4Living GmbH account no later than the third working day of the month, quoting the invoice number.
7. A payment of rent in cash is basically forbidden. In justified exceptional cases the cash payment can be allowed with an additional processing fee of 50,00 € per payment plus 19% value-added tax. This fee must be paid within the payment-deadline which also accounts for the rent. Alternatively the City4Living GmbH is allowed to cancel this agreement.
8. The timeliness of the payment does not depend on the dispatch, but on the receipt of the money. In case of default of payment, the provider may charge 5,- Euro flat-rate dunning costs for each written reminder.
9. Counterclaims of the provider can only be offset, if there is an undoubtedly or legally confirmed claim form this contract relationship. This also accounts for the retention of payments.
10. The price list can be updated. The prices that have been updated are valid and will be part of the contract. The client has to be informed at least a month before the update in a written way. If there should be an increase of the prices, the client is allowed to quit the contract according to §8. The termination of the contract will be allowed, as soon as the increase of prices is valid. The provider has to be informed about the termination of contract at least one week before the higher prices will come into force. This has to be done in a written way.
11. If the client fails to pay his bills in time, he will be obliged to pay interest on arrears. They will be 5% above the central bank discount rate. The enforcement of further interest in arrears by the provider, especially a higher rate of interest is allowed and not impossible.
12. **If the client fails to pay his bills in time, the City4Living GmbH is allowed to collect the missing money from the credit card or the banking account of the client. The client has to accord a written form, by conclusion of a contract a corresponding credit card and account debit in this purpose.**
13. We point out that you have to register by the GEZ, if you stay for longer than 6 months. From that on you're seen by the GEZ as a long time renter and have to register yourself retroactively from the beginning of your booking. The registration is also partly done automatically by your registration of the residence. According to GEZ, an apartment is a stationary, structurally closed unit, which is suitable or used for living or sleeping. It has its own entrance and cannot be only accessed through another apartment. For further questions please contact the GEZ. The resulting broadcasting fees cannot be reimbursed by City4Living GmbH.
14. The landlord/provider is entitled including according to § 560 BGB, by declaration to reverse increases in operating costs in writing pro-rata on the tenant; in the statement, the reason for the increase is to call. The tenant owes the increase at the beginning of next month following the Declaration of the part attributable to him. The provider is entitled to claim retroactive incurred increases of the operating costs; but no more than from the beginning of the calendar year preceding the explanation of boost.
A normal consumption is based on sweeping rent. Proven wasteful handling or extreme consumption, which significantly exceeds the usual consumption, can be charged later the tenant. This applies especially in the forbidden positioning of washing machine and dryer in the apartment, manipulation of radiator valves, additional not spoken overcrowding of people in the apartment and unannounced use of other additional electrical equipment fixed up by the renter in the apartment such as refrigerator, freezer, heater, fans, etc.

§ 4 Cleaning

1. The client accepts that all the apartments are non smoking areas, where it is forbidden to smoke. If the client does smoke, he has to pay for the removal of the smell, the cleaning, the treatment of the ozone and any other service in order to get rid of the bad results of him smoking.
2. If the apartment is rented for longer than 4 weeks, there is one interim cleaning per months by our cleaning employees compulsory. The client has to pay this (see our valid pricelist). In the interim cleaning the cleaning of the free surfaces is included, as well as the cleaning of the bathroom, kitchen and living/sleeping room plus the changing of the towels and bed linen. The resident is responsible for cleaning the cutlery and crockery by himself, as well as the waste disposal.
3. There will be additional costs for final cleaning. This is irreversibly accepted by signing the confirmation of booking. The prices vary depending on the apartment size and location/object. The valid prices you can ask for via E-Mail or find them on our website.
4. If the apartment should be so dirty that it needs further cleaning, there will be additional costs.

§ 5 Provision, supply, handing the apartment over and returning it

1. The client does not have the right that there will be certain apartment number ready for him. The booking is for a certain apartment type, shifts between this type or upgrades to a larger type for a certain time are possible if necessary from City4Living GmbH.
2. The apartments will be ready at 4 pm on the first date of the booking.
3. The apartment will be held free until 7 pm. If the guest arrives later, the City4Living GmbH has to be informed (telephone).
4. The apartment has to be cleared by the client at 10 am on departure day. After that City4Living GmbH is allowed to invoice the further usage with 100% of the day price according to the booking. Contractual claims of the customer are not justified thereby. The customer is free to prove that the supplier has not received any or a material minor claim for usage compensation. If disadvantages / costs for the subsequent booking are incurred as a result of the late return (such as alternative accommodation of the subsequent guest), they will be billed to the person responsible in full.
5. With return, the apartment has to be in an ordinary condition. By move-out all food has to be taken out of the cupboards and the fridge and to dispose it in the garbage cans in the outdoor facility. The waste as well as empty bottles is to dispose in the suitable waste container. If the apartment should be in a so dirty condition, we refer to § 4 Cleaning, Point 4. In addition, the supplier is entitled to charge damages incurred by the tenant/resident. In addition, City4Living GmbH is entitled to charge a processing fee for the additional time required by the person responsible.

§ 6 Cancellation

1. The reservation/booking is obligatory. If the client wants to cancel his reservation, he has to inform the provider at least 14 days before his arrival date in a written way. If this is not the case, the provider gets claim for a compensation or partly compensation of the agreed price for staying in the apartment.
2. Cancellation fees for reservations/booking:
 - a. Cancellations at least 14 days before the day of arrival have no fees
 - b. Cancellations from 14 days up to 8 days before the day of arrival result in a fee of 50% of the whole price of staying
 - c. If the client does not show up or the cancellation is done from 7 days up to his arrival day, the fee is the whole price of up to 3 months of this staying
3. If a booking is cancelled after the date of arrival by the client, the price of the whole booking has to be paid.
4. The provider is not responsible for bad weather, illness, a change of timetables (from buses, trains etc.) or the client being late. The client does not have a right to change this fact. He does not have a right to save money in any way as a result of bad weather, illness, a change of timetables (from buses, trains etc.) or him being late.
5. The cancellation fees shown under 6.2 are the maximum fees. The provider tries to keep them as small as possible for the client.
6. In periods, which are booked for the first time, you can't premature dismissal. Should a customer or tenant leave the apartment before ending of the period, you have to pay as contracted the consideration in full.
7. For the following renting/extension you need to inform the City4Living at least 4 weeks before your current end of your booking for an extension. You need a written confirmation through the City4Living GmbH for this.
8. For following renting/extension the booking can be cancelled by a term of 4 weeks for ending of the booking, in written form.
9. The prices may vary if there is an agreement with the provider in written form.

§ 7 Liability and guarantee

1. The provider is not liable if a personal belonging of the client shall be broken or get lost except if the provider's action was intentional or majorly negligent. Furthermore the provider is not liable like a proprietor.
2. If higher forces or unpredictable and unchangeable and unusual situations occur that will lead to a defective performance, the provider is not liable. Cases of higher forces are the ones the provider cannot change such as demonstrations and natural disasters.
3. If the client has a parking spot given to him by the provider he does not have any rights against the provider if there shall be damage to his car or belongings in his car. Shall car of the client, or his belongings in the car be lost, he does not have any rights against the provider. The only time the client does have rights is when employees of the provider act intentional or majorly negligent and this leads to damage and loss to the car or belongings in the car.
4. By unauthorized removal or manipulation of the thermostat heads on all radiators in your apartment, you have to pay a correctional allowance cost of heating with the amount of 400,00 €.
5. By damage or improper removal from objects out of the apartment or in the apartment, we will charge you for the renovations, repairs or replacement as well as resulting loss of rent for that. In addition, City4Living GmbH is entitled to charge a processing fee for the additional time required by the person responsible.
6. The supplied door codes or keys aren't allowed to be handed over to others. All costs for the abuse caused by the renter will be invoiced to him to restore the security or damages caused by third parties.

§ 8 Parking and parking facility

1. It is only allowed to use the booked parking space.
2. Frankfurt-Niederrad: The usage of the parking facility (Tripple parking) in the object Frankfurt – Triftstraße 53 is at the user's own risk. The user is obligated to park his vehicle according to the specifications. The adjustment of the raster plate on the floor for the optimum parking position on the corresponding parking lot is to be checked before every parking operation, especially when changing vehicles. When parking on the platform, please check that there is sufficient clearance in front and behind the vehicle that the system can rotate smoothly. The permissible maximum height, which varies per parking platform, must also be observed. The user is only allowed to park on the car parking lot on the car park system assigned to him in advance. In the case of improper handling of the parking system the user is also liable for damage to the system as well as failure or other costs

§ 9 Security, exchange and usage of data

1. The client is informed that according to § 33 BDSG and § 3 TDDSG the provider has the right to use personal data of the client (name/address/period of time and duration of his stay) in a machine-readable form, in order to use them for duties concerning the contract and only for this purpose, and to use them by machine. The provider has the right to give the data to a third party if this is necessary for keeping the company running (e.g. government offices)
2. With my signature at the booking confirmation I agree that City4Living GmbH is allowed to send me information, promotion and advertising per post, e-mail and telephone. This is also valid for colleagues or acquaintance whose contact data I/we send you to in connection to the booking. If I as renter or if the resident or colleague/acquaintance don't wish any sendings, I/we will sign off via E-Mail at anfragen@city4living.de

§ 10 Final regulation

1. Every contract is bound to the German law. Aschaffenburg will be the place of court for every argument or dispute if they concern a contract between the client and the provider.
2. Should parts of the contract not be effective, or lose their effectiveness as a result of a reason that occurs later on, then the rest of contract is still effective. Instead of the part of the contract which is not effective, a law or rule or arrangement closest to personal and economical interests of the two parties comes into charge. The same accounts for gaps in the contract.