

General Terms and Conditions for the *statthaus Rooms and Apartments GmbH* As "Homestay Agency International"

Procurement agreement between Renter and Landlord

We act as landlord or agent for various accommodations. Private rooms, guest rooms, apartments and holiday apartments will hereinafter be referred to as "property" or "apartment". 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, holiday apartment or private room as a tourist accommodation (hereinafter: holiday apartment). A holiday apartment is an apartment which is offered or rented for tourist purposes for a short period of time that does not exceed normal holiday visits. Properties for procurement from other landlords/property owners can be found on our homepage **www.homestay-agency.de**.

We act as landlord only for those properties listed in our offer statthaus – statt hotel (Steinfelder Gasse 33, 50670 Köln). Contracts concerning any other properties procured are solely between the interested party and the owner/landlord of said property.

1. Leasing Payments and Cancellation/Deposit

We generally commit ourselves to any proposal for a procured rental property 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 for the owner of the procured property. Payments can be made by credit card. In this case, SIX Payment Services payment conditions apply. Property owners may reserve the right to demand a (key) 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.

Cancellation Charges:

Cancellation Fees:	€ 33.32 (including 19% VAT)
plus:	
up to 28 days before rental period starts	10% of the rental price
8 to 27 days before rental period starts	25% of the rental price
1 day before rental period starts	50% of the rental price
as of the starting day of rental period	80% of the rental price

2. Commission for the Procurement of External Properties

We do not charge commission or any other procurement fees for properties rented through our agency. In individual cases, we also arrange the rental of holiday apartments. If we arrange the rental of a holiday apartment or other property for an individual who is not considered a consumer according to § 13 of the BGB, we are entitled to demand a commission from the renter. This commission is usually already included in our proposal. We charge this commission separately only for long-term rentals after an individual agreement has been made. When commissioned by an interested renter, we may also charge a commission if we have been instructed to do so by a landlord or other authorized person.

3. Offerings / Disclosure Requirement

We offer the properties on our homepage, via e-mail, fax or other means of telecommunication, including telephone. If an oral or written rental contract is made between a renter and landlord/property owner, after we have made our proposal and based on this proposal, we are to be informed of this promptly, but not more than 3 days after this agreement has been made. This also applies if a different but comparable contractual agreement based on our original proposal is agreed upon, e.g. for a different, shorter or longer period of time or for a property from the same landlord other than the property originally offered. We are to be informed of the rental period and the rental price. We have the right to demand appropriate verification.

4. Changes to the Rental Contract

If a rental contract is extended at a later point in time or if a subsequent rental contract is agreed upon, this information, including the conditions of the new contract, must also be passed on to us. If we request this information, a copy of the new contract must be sent to our office. If the new contract has not been agreed to in writing, the conditions of the new agreement must be documented in an appropriate form.

5. Discretion / Compensation

All proposals 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. If, however, this occurs and the third party enters into a contractual agreement with the landlord/property owner for the said property based on this information, we reserve the right to demand compensation equaling the sum of the commission that would have been entitled to us had the interested renter signed the original contract procured by our office with the landlord/property owner for the said property. The same holds true if the interested renter enters into a contractual agreement with the landlord/property owner for a different property other than the property procured by our office. The prospective renter must provide proof of lower damages.

6. Previous Knowledge

If the interested renter is already familiar with a property, he/she is required to inform our office promptly and provide information regarding the source of this previous knowledge when requested by our office.

7. 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. By passing this information on to our office, the interested renter declares that our proposal did not lead to a contractual agreement and that any third party who has been informed of this proposal in any way will neither now nor in the future make use of this information.

8. Liability and Disclaimer

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.

The information on the various properties offered on our homepage has been compiled to the best of our knowledge and belief. Any information on these properties is based solely on information provided by the landlord/property owner. Although this information is carefully reviewed before it is included on our homepage, we assume no liability for the accuracy of this information.

Our job and responsibility is only to procure or verify the properties. We are in no way liable for any contractual agreements made between the renter and the landlord/property owner nor for the fulfillment of such agreements regardless of their legal justification. If for any reason a landlord/property owner does not provide a property or does not provide it on time, we will promptly endeavor to find a replacement accommodation for you. We will not be held responsible for any other replacement claims.

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 by the landlord/property owner. This also applies in the case of any keys that are lost, in which case the landlord/property owner will charge the renter according to the type of master key system.

9. 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). This personal data will be passed on to a third party only if required for the purpose of procurement of a property. Here, third parties refers to renters and their agents and landlords/property owners and their agents. 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.

10. 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.

11. Applicable Law / Court of Jurisdiction

German law applies exclusively. If the renter is a businessman or resides outside of the Federal Republic of Germany, Cologne is the venue of jurisdiction.

12. 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.