

These terms and conditions apply to the contracts for the rental use of the stuDOMUS rooms as well as for all goods and services rendered by the stuDOMUS. Operator of the stuDOMUS is the DHG Domus Haus- und Grundverwaltungs GmbH, Suederstr. 24, 25746 Heide. Divergent conditions, also if they are contained in terms and conditions of the guest or the orderer, are not applied, unless they are accepted by stuDOMUS in written form.

1. Conclusion of the contract

1) The contract between the guest and the DHG Domus Haus- und Grundverwaltungs GmbH ("stuDOMUS") comes into force according to the following conditions, if the rooms, spaces, surfaces, other performances were ordered and assured by stuDOMUS. Reservation acknowledgements are dispatched by stuDOMUS per email, fax or post office. The confirmation is created electronically and is valid and legally binding without signature. The same applies if stuDOMUS confirms bookings in writing and there is an acknowledgement by the guest. The contract parties are stuDOMUS and the guest. The conclusion of the accommodation contract requires the contractor to fulfill the contract, no matter which duration of the contract was agreed.

If a third party made the reservation for the guest, it is liable towards stuDOMUS jointly with the guest as a jointly and severally liable debtor for all obligations under the contract provided that stuDOMUS presents a written declaration of the orderer. Separately, the orderer is obliged to pass on all booking-related information, including these terms and conditions to the guest.

2) If an advance payment for the booking is requested by stuDOMUS and this is not paid in due time, stuDOMUS reserves the right to withdraw from the contract and award the room to another guest.

3) If the customer is a businessman and acts for registered guests / participants, he is responsible for the reasonable liabilities unless a written explanation is known to stuDOMUS.

4) If the reservation acknowledgement differs from the application, then the reservation acknowledgement becomes subject to terms of contract, unless the guest has not objected to this immediately, at the latest with the acceptance of goods and services.

5) If multiple people or groups and travel, seminar or conference events are registered, the number and possible lists of participants must be given to stuDOMUS at the latest 3 days before arrival or event. Political events have to be marked clearly in the application and stuDOMUS must be informed about contents in detail.

6) The use of rooms and other areas occur for consideration. The surrender of the rooms to third parties and their use is permitted only with prior written consent of stuDOMUS.

2. Arrival and departure

1) If nothing else is agreed, the check-in is not possible before 08.00 CET on the day of arrival, and the check-out is only possible until 10.00 CET on the day of departure.

2) If the intended departure is later than 11.00 CET, the guest must inform the reception. If stuDOMUS agrees, half the price of one day must be paid for departure until 18.00 CET and the full price for departure later than 18.00 CET.

3) The check-in for reserved rooms must occur before 14.00 CET. If not, stuDOMUS is allowed to use the rooms at their discretion. Exceptions include cases, in which the rooms are already paid. On the day of check-in a deposit of 50,- EUR shall be due, which shall be refunded on the day of departure and return of the key, if there are no claims against the guest. A loss of the key must be reported to the reception immediately! The expenses resulting from the loss of the key shall be invoiced to the guest.

3. Goods and services

1) The contractual scope of stuDOMUS results from the public notices of the price list, the stuDOMUS publications in the Internet and individual arrangements. The Guest cannot claim the provision of specific rooms unless stuDOMUS has confirmed the provision of specific rooms in writing.

If the bed cannot be made available, stuDOMUS is obligated to pay a compensation for the cost of expenses incurred by the guest for replacement accommodation, if such accommodation cannot take place for the contractual agreed price. Any additional compensation not concerning such is excluded.

2) The prices, which are mentioned in prospectus or other lists, include the currently applicable VAT. If the current VAT changes during the term of the contract, stuDOMUS is allowed to adjust prices to the new VAT rate.

3) Any visitor's tax is not part of the room and package prices.

4. Payments

1) Subject to separate agreements, the price is due seven days before check-in.

- 2) In case of lengthy periods of stay stuDOMUS is allowed to invoice guest periodically.
- 3) If the guest is in arrears with payments, stuDOMUS can terminate the agreement effective immediately and without notice. stuDOMUS reserves the right to invoice terminated guest for further damage and any vacancy period caused by said damage. If payment is delayed for at least 1 day, the guest contract can be canceled by stuDOMUS. This optionally includes an immediate evacuation of the occupied room.
- 4) If the guest breaks his sojourn early, guest is still obligated to pay the entire sum of booking.
- 5) Place of performance for the payment obligations is the premises of the stuDOMUS property. This also applies if the payment was credited to the guest. The guest can only offset an uncontested or legally established claim against a claim of stuDOMUS or reduce a payment.
- 6) Payments by credit card companies, cheques or drafts are not accepted.

5. Cancellation

- 1) The cancellation of a reservation is possible as follows:
 - up to seven days before the planned date of check-in: free
 - up to two days before the planned date of check-in: payment of a fee equal to 25% of the price for the booked period, max. 50% of the price for the first month
 - on the last day before the planned date of check-in or no show: payment of a fee equal to 50% of the price for the booked period, max. the full price for the first month

The guest has the right to provide evidence of a slighter loss to stuDOMUS.

6. Liability

- 1) The guest or the organizer are liable for damages caused by them or their guests.
- 2) stuDOMUS is not liable to the guest or the contractual partner, if the service provision is impossible in the event of a strike or force majeure. In such cases stuDOMUS strives to provide other services of equal value.
- 3) stuDOMUS is liable to the guest according to the Civil Code.
- 4) stuDOMUS is only liable for negligently caused other damages, if these are on the breach of a contractual duty or a cardinal duty in a manner that endangers the purpose of the contract. In these cases, liability is limited to foreseeable, typical damage.
- 5) The above limitations apply to all claims regardless of their legal grounds, including claims in tort. The aforementioned liability restrictions also apply in cases of any damage of a Guest against employees or agents of the stuDOMUS. They do not apply in cases of liability for a defect after a guarantee for the quality of an object or a work, in case of fraudulently concealed defects or injury to persons.

7. Termination / cancellation of the contract

- 1) If the guest uses the rooms entrusted to him for other than the agreed purpose or if he acts seriously against the posted house rules, stuDOMUS has an extraordinary right of termination.
- 2) If stuDOMUS has reasonable grounds to believe that guests or an event endanger smooth operations, security or the reputation of the house or the other guests, without being attributable to the management or organization of stuDOMUS, as well as in the case of force majeure or civil unrest, stuDOMUS may also terminate the contract without notice.
- 3) The same applies if a event organizer advertises in a daily newspaper serving the invitation to interviews or sales events without the consent of stuDOMUS.
- 4) Furthermore stuDOMUS is entitled to withdraw from the contract for cause, especially if:
 - a) rooms are booked with misleading or false information, for example regarding the person or the purpose of booking;
 - b) an unauthorized sub-letting is existent;
 - c) stuDOMUS has gained knowledge that the financial circumstances of the guest has deteriorated significantly upon commencement of the contract, especially if the guest doesn't balance due claims of the stuDOMUS or does not provide sufficient security deposit and therefore claims of stuDOMUS seem to be at risk.
 - d) the guest has filed an application to commence insolvency proceedings, made a statutory declaration in accordance with § 807 Zivilprozessordnung, a non-judicial settlement of debts commenced or the guest has stopped payments.
 - e) Insolvency proceedings opened against the assets of the guest or the opening of the same is rejected for lack of assets or otherwise.

stuDOMUS has to inform the guest about the exercising of the right to withdraw without delay in writing.

5) In the above cases of withdrawing the guest is not entitled to compensation for damage. In the cases 7.1 to 7.4 stuDOMUS is entitled to the agreed remuneration also in the case of termination.

8. Miscellaneous

- 1) Bringing animals along is only allowed with prior consent of stuDOMUS and against payment of a surcharge. The keeping of pets is prohibited.
- 2) Delivery of information, post and/or parcels to guests of stuDOMUS are non-binding. The guest cannot derive claims of any kind from this.
- 3) Lost property (left behind) will be forwarded on request within one month after the departure of the guest for a refund. Afterwards the objects are passed to the lost property office.
- 4) Bringing food and beverages along for events is not allowed. The decoration of the function rooms requires a special agreement, provided that it is not merely a table decoration.
- 5) All rooms are equipped with a TV connection. TV sets and radios are not provided by stuDOMUS. If the guest wants to use such a device, he has to take care for the procurement, operation, and the GEZ charges or other fees on his own.

9. General

- 1) stuDOMUS reserves the right to correct mistakes as well as printing and calculation errors.
- 2) Oral agreements are only effective if they are confirmed by stuDOMUS in written form.
- 3) For any disputes arising from this contract and its performance to the extent permitted by law, the place of the stuDOMUS property is agreed.
- 4) If any of the above provisions are invalid, this shall not affect the validity of the other provisions. Instead of the invalid provision a valid regulation applies for it, which is as closely as possible to it.