

A1 Wohnheime GmbH München
Untersbergstraße 68 - 72
81539 München

Telefon: +49 (0)89-17 99 94 79
Fax: +49 (0)89-17 99 94 78
E-Mail: info@A1wohnheime.de
<http://www.A1wohnheime.de>

General terms and conditions

I. Validity and subject of regulation

1. These general terms and conditions apply to all contracts made with A1 Wohnheime GmbH. If the customer does not order contractual services for him or herself but rather for his/her members of staff, representatives or other third parties in his/her charge, he/she must ensure that these persons too adhere to the following conditions.
2. A1 Wohnheime GmbH make rooms and living spaces available exclusively under the following conditions. Any conditions contrary to this are not recognised by A1 Wohnheime GmbH.
3. Subletting or any other transfer of use (even without remuneration) of the rooms and living spaces assigned, including use for purposes other than living, are subject to prior written approval by A1 Wohnheime GmbH, whereby para 540 section 1 sentence 2 BGB will be waived if the customer is not the user.
4. Verbal additional agreements have not been made by the contractual parties. Belated supplements or amendments to the finalised agreements must be made in writing. A verbal waiver of the written form is excluded.

II. Contract formation, maturity, abandonment

1. The reservation is to be sent in writing to A1 Wohnheime GmbH with an indication of the precise period of use. The contract assumes validity once the customer's application is accepted in writing by A1 Wohnheime GmbH. The contractual partners are A1 Wohnheime GmbH and the customer. If a third party placed the order for the customer, he/she will be held liable by A1 Wohnheime GmbH together with the customer for all obligations from the contract, unless A1 Wohnheime GmbH is in possession of a relevant declaration from the third party.

On completion of the contract, the customer does not acquire any right to a certain room or living space unless expressly agreed otherwise.

2. If the customer abandons any contractual services, the customer is still obliged to pay the agreed price unless A1 Wohnheime GmbH is able to hire out the rooms/spaces to someone else. If the hired rooms become free in whole or in part prior to expiration of the agreed rental period, the customer is not entitled to any back payment. If the customer wishes to withdraw from the contract made with A1 Wohnheime GmbH, written approval is first required from A1 Wohnheime GmbH. If this is not given, the agreed price from the contract is still to be paid if the customer does not take advantage of the services from the contract. This does not apply in the event of violation of A1 Wohnheime GmbH's obligations to observe the rights, legally protected matters and interests of the customer if he/she thereby cannot be expected to adhere to the contract or is entitled to any other legal or contractual rights to withdrawal.
3. Rooms or accommodation units not used by the customer must be offset by A1 Wohnheime GmbH in as far as income from other hire changes for the rooms and savings in expenditure apply. A1 Wohnheime GmbH is free to demand the contractually agreed price and set a rate for any deduction from savings in expenditure. The customer is obliged in this instance to pay at least 90% of the price agreed in the contract. The customer is free to provide evidence that the above mentioned requirement has not been met or not to the required amount.

Accommodation rental charges are to be paid in full in advance each month. Invoices are always to be paid as soon as they are received and without deduction through discount or other rebate. A1 Wohnheime GmbH is authorised to make any accumulated charges valid and to demand payment of these without delay. In the event of any delay in payment, A1 Wohnheime GmbH is authorised to add the legally accepted interest on arrears, currently set at 8%, or in the event of legal transactions in which a consumer is involved, at a rate of 5% over the basic rate of interest. A1 Wohnheime GmbH reserves the right to provide evidence of any higher financial damage.

4. A1 Wohnheime GmbH is authorised on completion of the contract or thereafter to demand an appropriate advance payment, deposit or amount for security. The amount for the advance payment and the payment deadlines can be agreed upon in writing in the contract.
5. The customer can only incur or reduce payment against a claim by A1 Wohnheime GmbH in the event of an indisputable or legally binding claim.

A1 Wohnheime GmbH München
Untersbergstraße 68 - 72
81539 München

Telefon: +49 (0)89-17 99 94 79
Fax: +49 (0)89-17 99 94 78
E-Mail: info@A1wohnheime.de
<http://www.A1wohnheime.de>

III. Use of rooms/premises, contractual conditions, particulars

1. The contract can only be terminated by A1 Wohnheime GmbH with immediate effect if the customer or tenants in his/her charge do not adhere to the house rules. Termination with immediate effect is also possible if the operation or safety of the living quarters or other tenants is put at risk.
2. If an advance payment agreed upon or demanded in accordance with item II. no. 4 is not made even after expiration of A1 Wohnheime GmbH's appropriately set extension period, A1 Wohnheime GmbH is also authorised to withdraw from the contract.
3. Furthermore, A1 Wohnheime GmbH is authorised to withdraw from the contract as an extraordinary measure for justifiably practical reasons, for example
 - in the event of unforeseen natural causes or other conditions that are not A1 Wohnheime GmbH's fault and make it impossible for them to fulfil the contract;
 - if rooms/spaces are booked using details that cause confusion or important facts are given incorrectly, for example concerning the person of the customer or purpose;
 - if A1 Wohnheime GmbH have reason to believe that taking advantage of a contractual service could cause the business operation or safety to be placed at risk without this being attributable to the area of control or organisation of A1 Wohnheime GmbH;
 - if there is a violation of item I. no. 3.
4. In the event of justifiable withdrawal by A1 Wohnheime GmbH the customer has no right of compensation.
5. Further to this, immediate termination of the contract is possible by A1 Wohnheime GmbH if the customer does not meet his/her contractual payment conditions. If the payment obligations are not fulfilled, the rooms must be vacated immediately. If this does not occur, A1 Wohnheime GmbH is authorised to have the rooms emptied at the customer's cost and to exchange the locks of the rooms in question.
6. The valid notice regulations are to be observed at all times. Due to the registration regulations, a valid certificate of identification must be produced when moving in. The respective occupants have to register themselves for longer periods of stay with the appropriate residency office in accordance with the relevant registration laws and declare any radios and televisions for purposes of licensing. The respective contractual partner of A1 Wohnheime GmbH must make his/her members of staff, representatives or occupants in his/her charge aware of the registration regulations and ensure that his/her members of staff observe said regulations.
7. Before a room key is issued, a deposit of 20.00 Euros must be paid in all instances. The deposit will be returned when the room is vacated and the room and key are handed over in the correct manner. When vacating, the rooms are to be swept, cleaned and handed over in accordance with the prepared handover protocol. If the room has any signs of damage, if there are any deficiencies or the room is not clean, a charge will be raised to rectify this. The customer has no right to replace the locks fitted with his/her own or add new ones.
8. Any installations and any constructional or technical alterations to the rooms/spaces require prior written approval from A1 Wohnheime GmbH. The same applies for the connection of electrical consumers. A1 Wohnheime GmbH reserves the right to have unauthorised changes restored to their original condition at the customer's cost.

A1 Wohnheime GmbH München
Untersbergstraße 68 - 72
81539 München

Telefon: +49 (0)89-17 99 94 79
Fax: +49 (0)89-17 99 94 78
E-Mail: info@A1wohnheime.de
<http://www.A1wohnheime.de>

IV. Liability, limitation

1. The customer is liable for damage he/she has caused or damage caused by persons in his/her charge. In the same way, the customer is liable if guests or dependants of the respective tenant cause any damage. The burden of proof lies with the customer as to whether there is any actual fault. For inventory items that are lost or damaged, the customer must pay A1 Wohnheime GmbH compensation for the amount required to replace the item or carry out repairs. Deficiencies and damage are to be reported without delay to the caretaker/person in charge of the house. If damage is not reported in time or at all, the customer is liable for subsequent costs, even if there is no blame on his/her part regarding the original damage.
2. Liability for loss, theft or damage of valuable items or objects brought onto the premises can only be accepted if these were given to and accepted by A1 Wohnheime GmbH or their representatives expressly for safekeeping, unless A1 Wohnheime GmbH caused the loss or damage intentionally or through negligence. For damage to motor vehicles (including the contents) and bicycles located on A1 Wohnheime GmbH's property, no liability will be accepted providing the damage was not caused intentionally or through negligence by A1 Wohnheime GmbH.
3. A1 Wohnheime GmbH is liable with the diligence of a proper salesperson for his/her obligations from the contract. Demands made by the customer for compensation are excluded. Exceptions to this are damage to life, body or health if A1 Wohnheime GmbH is responsible due to a breach of duty, damage caused by A1 Wohnheime GmbH through intentional or negligent breach of duty and damage caused by A1 Wohnheime GmbH through intentional or negligent breach of the obligations typical from the contract. A breach of obligation by A1 Wohnheime GmbH is the same as that of a legal representative or vicarious agent. If faults or deficiencies in the services of A1 Wohnheime GmbH occur, A1 Wohnheime GmbH will endeavour to provide a remedy once this becomes evident or if cautioned without delay by the customer. The customer is obliged so far as reasonably practicable towards helping to rectify the fault and to keep the damage as low as possible.
4. All claims against A1 Wohnheime GmbH come under the statute of limitation one year from commencement of the knowledge-dependent regular statutory period of limitation from para 199 section 1 BGB. Rights to compensation claims come under the statute of limitation knowledge-independent in 5 years. Shortening of the statute of limitation does not apply in the case of claims arising from intentional or negligent breach of obligation.

V. Provisions for completion of contract

1. The place of execution for all contractual services is the place of jurisdiction for A1 Wohnheime GmbH.
2. If the customer is a salesperson, employed in the civil service with legal duties or employed in the civil service dealing with fund assets, the exclusive place of jurisdiction for all disputes from this contract is the place of business for A1 Wohnheime GmbH. The same applies if the customer has no general place of jurisdiction in Germany, has no fixed abode or usual place of residence when proceedings commence.
3. The house rules will be handed over on the move in date and must be adhered to at all times.
4. The laws of the Federal Republic of Germany apply. The UN convention on the sale of goods is excluded.
5. If certain provisions from these general terms and conditions become null and void, the effectiveness of the other provisions is not affected. The statutory regulations apply for the remainder.