

GTC and user agreements 1-2

1.Scope of application

These general terms and conditions (GTC) apply to all contracts concluded with the Scholz Hausch GbR mentioned below, unless expressly agreed otherwise in writing in individual cases.

2.Reservation

If rooms are reserved in writing or orally without obligation, the option is binding for both contractual partners until the agreed option period has expired. Thereafter, Scholz Hausch GbR freely has back its rooms and options.

3.Conclusion of the accommodation contract

The contract is concluded as soon as the room has been ordered in writing or orally and has been confirmed by Scholz Hausch GbR. He obliges both contracting parties to fulfill the contract, regardless of the duration of the contract.

Reserved rooms confirmed by Scholz Hausch GbR are generally made available from 5 p.m. on the day of arrival and until 11 a.m. on the day of departure, unless another time has been expressly agreed.

4.Payment terms

Unless otherwise expressly agreed in writing, invoices are due for payment immediately upon delivery of the key without any deduction in cash or by bank transfer. The Scholz Hausch GbR can demand prepayment without justification and make any reservation or service that is to be carried out or continued dependent on advance payment, advance part payments or even total advance payments.

5.Late payment

If payment is delayed even with just one invoice, Scholz Hausch GbR is entitled to discontinue the contractual service /supply of rooms for the contractual partner after prior notice and setting a deadline (reminder).

6.Cancellation

If concluded contracts (fix reservations) are not used or canceled by the contractual partner of Scholz Hausch GbR, although the contractual service was offered by Scholz Hausch GbR, the following is agreed: Cancellation between the 21st and 7th day before the service is provided = 60%, between the 6th and 3rd day 80% and for cancellations within 48 hours before the service to be provided (means before the first booked day) = 100% cancellation fee.

Due date: Immediately after receipt of the invoice.

The agreed cancellation fees are calculated from the first booked day. This fee also applies if the contractual partner only partially cancels the ordered service or does not use the ordered service without canceling it.

The cancellation fees are reduced by the amounts that Scholz Hausch GbR may manage to gain with new orders for that period of time instead of that ordered service/reservation. Reimbursement date: After receipt.

07.Liability

Scholz Hausch GbR is liable for damage caused intentionally or through gross negligence by its partners or agents. § 701-703 BGB apply further. Liability for other reasons is excluded.

The contractual partner of Scholz Hausch GbR is always the responsible tenant and is liable as such also for all posted other people (guests) by him as well.

He is therefore liable for damage caused by himself, by such people and/or their visitors.

In particular, he is liable for the obligations and compliance with the house rules, which result from the point 8 a-o and reliably ensures their receipt and complete understanding for all who concern him. If necessary, also in the required national language.

08.Obligations of the tenant / guest

a.) What to do first - Overview and operational security

The guest is asked to get an overview of the escape routes, fire protection instructions and first aid station (stairwell 1st floor), location of the fire extinguishers, house alarm and escape routes.

In addition, plans are posted in all rooms and corridors.

b.) Dealing with house and inventory

The guest is asked to treat the premises and the inventory as well as the equipment of Scholz Hausch GbR with care and respect. He is liable for caused damage.

c.) Ventilation, windows, front doors and room doors

Especially windows, front doors and room door(s) must always be kept closed by the guest in case of absence. He has to ventilate his room for 5-15 minutes (open the windows and close them after that time) daily to prevent mold and odors. If he is absent for a longer period of time, the caretaker must be informed to do instead or, if absence ist not longer than 2 days, the window has to be left tipped.

The blocking or wedging of all main and side entrance doors that lead into the building, including the doors to the smoking areas and all room doors inside the building, which have an automatic top lock and have to close smoke-tight and secure, is expressly prohibited (Insurance- and security reasons, such as theft, burglary protection, fire hazards, rainwater damage a.s.o.)The doors must always be kept closed and to be opened by hand with the key and where necessary with number codes.

e.) Smoking – where can I smoke?

The Scholz Hausch GbR knows how important a cigarette is to some - smokers will therefore find a spacious, roofed outdoor smoking area on the ground floor and guests from the top floor will also find a furnished balcony direct up to there.

f.) Smoking – where smoking is prohibited!

The Scholz Hausch GbR loves healthy air as well as clean, fresh bed linen, wallpaper and furniture for all guests. However, the safety of our guests always comes first:

Fire protection therefore occupies a central position in the security architecture of the Knollstr.17 property for everyone.

Smoking in the intire indoor area (in the house) is therefore strictly prohibited.

g.) Consequences of smoking indoor (causing of smokes of all kinds) and fire protection agreement

Heat and smoke activate the legally required fire protection system and trigger the chargeable immediate deployment of the caretaker/technician and fire brigade deployment of the city of Tübingen regardless of the day and time (24 hours – all days).

If triggered due to gross negligence or misuse, Scholz Hausch GbR therefore charges the contractual partner 300 € per call caretaker / technician per eventually deactivation and from 1200 € per fire service. Costs per each call (deployment). liability for additional costs expressly reserved, payable immediately after receipt of the invoice.



GTC and user agreements 2-2

Violations of the smoking ban in the building, lighting, doing BBQ making a fire in the building or on the premises, as well as the use of open light sources, candles, your own heating devices or similar, as well as manipulation of the detectors or the fire protection system (even the attempt) are punishable and generally prohibited, the causer or the responsible contractual partner is liable for costs and damage arising from non-compliance.

In serious individual cases or repeated violations, these can also lead to an immediate removal from the home without a legal claim to recourse or reimbursement of any kind, such as rent already paid or transfer of other (subsequent) costs incurred by the contractual partner to Scholz Hausch GbR.

h.) Domestic peace – serious disturbances

The Scholz Hausch GbR reserves the right to exclude persons who are disruptive or behave inappropriately from further stay and to eject from the house (suspension).

This can happen in particular to: Disturber of peace, drunks or rioters as well as people who discriminate, harass, threaten, or act in an intolerable way on other guests, but also in the event of repeated violations of the house rules.

i.) Authority to issue instructions

The exclusion (suspension) from tenants can be legally pronounced by Scholz Hausch as the owner and host, or by their caretaker as their authorized representative on site, if home peace is endangered. In justified individual cases, this can be done immediately and without delay. Violation can lead to police calls and constitutes the breach of trespass.

j.) House rules

Tenants are asked to be considerate of each other.

In particular, avoid disturbing noises, such as overly loud television / music / conversations and screaming in or in front of the house on our premises, as well as throwing doors, making music at night a.s.o. The statutory rest periods from 10 p.m. to 8 a.m. must be observed (adequate room volume).

Tenants are asked to tidy up public places such as dining rooms, shared kitchens, cookers, baking trays, kitchen appliances, sinks after each use and to wipe the dining tables and worktops of the kitchens and sideboards and leave them clean and tidy for the next users.

You are asked to leave public showers and toilets properly.

The waste is to be separated into paper waste, plastic, residual waste and organic waste. The caretaker takes care of garbage containers that have become full and old glass and carries out regular disinfection and basic cleaning measures throughout the house. He ensures compliance with the house rules and the cleanliness of public places. He is the direct contact on site for all concerns, questions and for the house technology, but does not take over the tenant's individual cleaning obligations.

In private areas (living rooms), the tenants are responsible for order and cleanliness.

For cleaning your shoes in front of the building and, in the case of heavily soiled clothes, for changing clothes beforehand, the Scholz Hausch GbR and the cleaning staff thanks the tenant.

By check-out, rooms have to be left swept-clean and with no garbage left, otherwise, a cleaning-fee of 45 € + tax has to be paid. Rough rubbish left behind on the property Knollstr. 17 like old car tires, own furniture, mattresses, old TV's, PC, oil cans and similar: = 300 € + tax.

k.) Unregistered persons and guests.

For security reasons, the tenant does not let unannounced people or strangers into the property. The Scholz Hausch GbR or the caretaker is always informed by him in advance about impending personnel changes in his team, about stragglers and possibly guests.

He also knows that guests may have to pay. Violations can lead to referral, suspension of the contract and/or back calculation to the responsible person.

l.) Damages and defects.

The tenant (guest / contract partner) must report any damage to the landlord (Scholz Hausch GbR or its caretaker) immediately.

He is generally liable for grossly negligent or intentionally caused damage. The lessee is also liable for consequential damage caused by notifying the lessor not in time.

Defects must be reported to Scholz Hausch GbR or the caretaker immediately after becoming aware of them. If the tenant fails to do so, he has no right to a rent reduction and is liable in justified cases for any subsequent costs that may arise.

m.) key

Each room has a key. A second key can be purchased from the caretaker for a deposit. Keys must be returned to the caretaker when moving out or left in the room on the day of moving out. If the key is lost, the cost per key is € 85 (complex locking system)

n.) Rental dishes

The guest is asked to bring their own dishes. Alternatively, the caretaker can borrow a cook set on site for a deposit of € 30 and a set of dinnerware for € 10 per head.

The guest receives a receipt and, against return of this and the intact and washed dishes, his deposit back. If there is no return, they are not washed, damaged, no longer usable (burned-in pots a.s.o.) or incomplete, they will not be taken back and the deposit will be forfeited.

o.) bed linen

The Scholz Hausch GbR provides bed linen with a monthly exchange free of charge. Exchange on request every 14 days for a fee of +8.50 € per bed possible. Or wash and dry yourself at will. (Laundromat in the basement).

09. Right of revocation

In cases of force majeure such as strikes, natural disasters, bankruptcy or pandemics, the Scholz Hausch GbR can cancel any reservation, even at short notice.

This applies equally if Scholz Hausch GbR has reasonable grounds to assume that the guest threatens to jeopardize security, the smooth running of the business or the good reputation.

In such cases, no claims can be made to Scholz Hausch GbR. Also none that arise for them from points 2. and 3. of these terms and conditions. Any amounts already received in this regard are to be reimbursed by the contractual partner, if so. In such cases, the effectiveness of point 6. here (cancellation) will also lapse.

10. Law and jurisdiction

The law of the Federal Republic of Germany is applied.

The parties agree that all disputes arising from or in connection with this contract are the sole responsibility of the courts of Reutlingen (local court), Tübingen (regional court) and Stuttgart (higher regional court) at the headquarters of Scholz Hausch GbR.

