

General Terms and Conditions

Scope of Applicability

These General Terms and Conditions apply to contracts concerning the rental of suites for lodging purposes, as well as any other supplies and services rendered by CHAMBERS Berlin-Mitte Serviced Apartments GmbH & Co. KG, in the following called CHAMBERS.

The subletting of the rooms rented as well as the use thereof for purposes other than accommodation shall be subject to CHAMBERS' prior written approval.

The customer's general terms and conditions apply only if these are previously expressly agreed in writing.

Completion of contract, contract parties

The contract comes into effect once CHAMBERS accepts the customer's offer. CHAMBERS shall be at liberty to confirm the suites booking in writing.

The parties to the contract are CHAMBERS and the customer. In the event that a third party orders for the customer, such party shall be liable to CHAMBERS together with the customer as joint debtor for all obligations arising under the accommodations contract, provided that CHAMBERS has received a written statement by the third party.

Prices & Payment

CHAMBERS is obligated to keep the number of suites and rooms reserved by the customer available and to render the agreed services. The customer is obliged to pay the applicable or agreed prices for suites and rooms provided and for further services used. This shall also apply to the CHAMBERS' services and outlays to third parties caused by the customer. In case CHAMBERS is obliged to provide or deliver food and beverages for a certain number of persons and fewer people attend the event, the customer is obligated to purchase and pay the ordered goods, independent of the actual demands. There is no obligation for CHAMBERS to provide any additional service if the number of participants of an event shall exceed the number previously agreed upon. The agreed prices include applicable value-added tax as required by the law. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the Lux 11 for such services increases, then CHAMBERS may raise the contractually agreed price to a reasonable extend but not, however, by more than 10 percent.

Moreover, CHAMBERS may change prices if the customer later wishes to make changes:

- in the number of reserved room, number of reserved suites and/ or number of guests
- the length of guests' stay
- other services (and if CHAMBERS agrees in advance)

The customer is free to prove that these changes result in saving for CHAMBERS. Invoices not showing a due date are payable and due immediately. CHAMBERS shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, CHAMBERS shall be entitled to demand the respectively applicable statutory default interest in the amount of 5 percent above the base interest rate of the Deutsche Bundesbank. The customer reserves the right to prove a lower, CHAMBERS a higher damage.

The customer may only set-off or reduce a claim by the Lux 11 with a claim which is undisputed or decided with final, res judicata effect.

Cancellation/ Annulment by the customer

Cancellation by the customer of the contract concluded with CHAMBERS requires a written consent. If such is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply with any breaches by CHAMBERS to meet its obligation or if there is an acceptable impossibility of delivery. To the extent CHAMBERS and the customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by CHAMBERS. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the Lux 11 by the agreed date. This shall not apply with any breaches by CHAMBERS to meet its obligation or if there is an acceptable impossibility of delivery. The customer is entitled to cancel without incurring payment or damage compensation claims by CHAMBERS as signed out in the reservation confirmation/reservation contract.

Cancellation of rooms for events including or excluding delivery of food and drinks must be made at the latest 3 weeks prior the first fixed date of the event.

- If suites are not used by the customer, CHAMBERS must apply credit for the income from renting the suites to other parties and also for saved expenses.
- If rooms are not used by the customer, CHAMBERS must apply credit for the income from renting the rooms to other parties, as well as for saved expenses concerning the delivery of food and drinks.

CHAMBERS is at liberty to demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 90 percent of the contractually agreed rate for

- lodging (including or excluding breakfast)
- rented rooms and the in advance agreed upon full price for ordered food and drinks plus 50 percent of the delivery costs

The customer is at liberty to show that the claim mentioned above was not created or that the amount is less than demanded. In case of a cancellation of a discount rate booking the total amount of the booking will charged to your credit card. The booking could be changed for € 25,-. Changes are subject to availability.

CHAMBERS' right to withdraw

To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, CHAMBERS is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved suites, rooms and other services and the customer does not waive his right of rescission upon inquiry thereof by CHAMBERS. If an agreed advance payment or an advance payment demanded is not made even after a reasonable grace period set by CHAMBERS has expired, then Chambers is entitled to cancel the contract. Moreover, CHAMBERS is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if

- force majeure or other circumstances for which CHAMBERS is not responsible make it impossible to fulfil the contract,
- suites are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose,
- services are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose, the customer brings food and beverages to an event in the apartment house without the approval by CHAMBERS in advance
- CHAMBERS has justified cause to assume that the use of the apartment house services might jeopardize the safety of other guests or the employees, or Lux 11's public reputation, without being attributable to the apartment house's sphere of control or organization.

CHAMBERS must notify the customer without delay of the exercise of the right to withdraw. The customer can derive no right to compensation from justified cancellation by CHAMBERS.

Room provision, hand-over and return

The customer does not acquire the right to be provided specific suites/ rooms. Reserved suites are available to the customer starting at 4pm on the agreed arrival date. The customer does not have the right to earlier availability. Suites must be vacated and made available to CHAMBERS no later than 12pm on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the Lux 11 may charge 50 percent of the full accommodation rate for the additional use of the room until 6pm (after 6pm : 100 percent). The customer is at liberty to show the Lux 11 that it incurred no or much lesser claim to use damages. The customer is obligated to return rooms immediately after the event.

Liability of the Lux 11

CHAMBERS is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. This liability is restricted to firm intention and gross carelessness. The customer shall be obliged to do what can be reasonably expected of him to help remedy the situation and to keep possible damage to a minimum. CHAMBERS shall be liable for objects brought to the house by the customer pursuant to the statutory regulations, i.e. up to one hundred times the price of the suite – 6.000€ max. – as well as for money and valuables up to 750€ max. Money and valuables up to a maximum value of 1.000€ can be stored in the suite's safe or the reception's safe (depending on available capacities). CHAMBERS recommends that guests make use of this service. Any claims for damages shall become void if the customer fails to notify CHAMBERS immediately after discovering the loss, destruction or damage (§ 703 BGB). CHAMBERS' unlimited liability shall be subject to the statutory provisions. In the event that the customer rents or is permitted to use the parking space in the Lux 11 garage or in the house parking lot, this shall not be deemed to constitute a contract of custody. CHAMBERS shall not be liable for any vehicle or its contents parked or manoeuvring on Lux 11's premises that becomes lost or damaged, except in cases of intent or gross negligence. This shall apply analogously to the apartment house's agents.

CHAMBERS shall do its utmost to ensure that wake-up calls are on time. Claims for damages – except for cases of intent or gross negligence – shall be excluded.

CHAMBERS shall do its utmost to ensure that messages, letters and shipments are handled carefully. This shall not be deemed to constitute a contract of custody.

The customer shall be liable for damage to buildings and/ or furnishings which are caused by him, his family members or guests, participants or visitors, employees or other third parties from his sphere, under the statutory provisions. The customer authorizes CHAMBERS to charge the customer's credit card. Claims by the customer fall under the statute of limitation.

Customer's decoration materials and other items

Hanging and fixing of decoration materials is only permitted if CHAMBERS previously approves of this. The customer is responsible for the approval of the decoration. The customer is liable for the decoration and CHAMBERS is exempt by claims of third parties.

Final provisions

Amendments or supplements to the contract, contract acceptance or these General Terms and Conditions shall be made in writing. Unilateral amendments or supplements by the customer shall not be valid. The place of performance and payment shall be CHAMBERS' place of business. In the event of litigation, the courts at the location of the Lux 11 registered office shall have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange (place of jurisdiction is Germany, this also applies to customers who are non-residents in Germany). The contract shall be governed by the laws of the Federal Republic of Germany. In the event that individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected thereby. Otherwise, the statutory requirements shall apply.