

Terms and Conditions of the ROOMZ Agency

1. Parties, Object of contract

These terms and conditions regulate the legal relationship between ROOMZ AGENCY BERLIN (RAB), its hosts and its guests. The object of the legal relationship is the negotiation of possible overnight stays between the host and the guest. RAB manages the booking system under www.roomz-agency.com where possible overnight stays are advertised and booking inquiries will be passed from the guest to the host. These terms and conditions also cover the booking processes whereby a guest may directly contact RAB without using the booking system on the website.

2. Booking

After passing the booking inquiry to the host and the determining the appropriate availability, guests will receive a booking confirmation. The host will also get a copy of it. After receiving the provision of RAB (Point 3.a), which is indicated in the confirmation, the guest receives name, address and email address of the host. Meanwhile the host receives the indicated personal data of the guest. Hence the contracting parties are the host and the guest. The communication between the RAB and the guest/host happens through Email; arrangements on the telephone will be confirmed by Email.

3. Rights and responsibilities of the ROOMZ AGENCY BERLIN

3.1. Provision

The negotiation services performed by RAB have costs associated with them. For these services, the guest pays an immediate part of the total costs of the overnight stay requested. The amount of the provision is indicated on the booking inquiry (where the price for the overnight stays is indicated). The provision must to be paid when the guest has a booking confirmation received. Guests will receive an invoice with the amount of the provision along with the booking confirmation. The provision must be paid immediately and is a condition under which the guest will further receive all necessary contact data of the host.

For the procurement of a rental contract (verbal or written) a fee shall be immediately payable in accordance with the scale of commissions set out below (incl. the current value added tax):

from 1 month	25 % of the monthly rental charge
from 2 month	45 % of the monthly rental charge
from 3 month	65 % of the monthly rental charge
from 4 month	75 % of the monthly rental charge
from 5 month	95 % of the monthly rental charge
from 6 month	105 % of the monthly rental charge
from 7 month	115 % of the monthly rental charge
from 8 month	125 % of the monthly rental charge
from 9 month	135 % of the monthly rental charge
from 10 month	145 % of the monthly rental charge
from 11 month	155 % of the monthly rental charge
from 12 month	165 % of the monthly rental charge

In case of an extension to the rental period, the client shall submit immediate notification to this effect to the ROOMZ Agency Berlin and shall undertake to settle the resulting difference in the arrangement fee.

3.2. Liability

Information regarding accommodations offered and all booking information are based solely upon the information provided to RAB by the hosts and the guests. RAB is not liable for the correctness and completeness of said information, especially not for incorrect allocation of pictures or any differences

between the picture and the present condition of the property.

RAB is also not liable for the real fulfilment of the lease contract. This includes any arguments between the guest and the host. The liability is limited to intent to injure and/ or criminally negligent behaviour, through it comes to a endangering of fulfilment of the object of the contract.

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4. Rights and responsibilities of the host

4.1. Lease contract

The host is liable for the fulfilment of the lease contract between the host and the guest. Hosts are responsible for making available the reserved property for overnight stay for the arranged time. When this is not possible, the host shall be liable for damages, especially if the guest had to rent a similar but more expensive accommodation. Hosts will also be responsible for the provision paid to RAB by the guest.

4.2. Duty to inform and update

The host is liable for the correctness and completeness of the data provided to the RAB, especially for the stock on hand and the kind of the offered overnight possibilities. The host must make any changes immediately in the booking system of the RAB.

4.3. Term and termination of the contract

The terms of this contract are open ended. Each party may cancel this contract by written notice via Email at any time. Currently booked overnight possibilities are not affected. To make sure that the other party receives the termination, the other party should also be contacted via telephone.

4.4. Payment

The host has the right to collect from the guest the indicated amount stated in the booking confirmation. In cases where the host collects the entire amount (overnight costs and the provision), he is required to forward the provision amount to RAB. This is especially true in cases of short bookings and the guest did not have time to do so themselves.

4.5. Deposit and security

The host has, in isolated cases, the right to claim from the guest before his arrival a deposit for the booked overnight possibilities. This is especially true in case of long-term stays. The amount of the deposit is determined by the host and may be up to 50 % of the entire overnight costs.

The host also has the right, in isolated cases, to claim a security deposit from the guest. This security deposit covers damages to furnishings and property. The amount of the security may range between 50,00 and 500,00 €. Security deposits for long-term rentals may be up to two monthly rents.

The deposit as well as the security will be announced immediately via Email from the host to the guest, including the amount and the reason. In isolated cases, it is the right of the host to claim a deposit or/and a security from the arrived guest without a previous announcement.

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5. Rights and responsibilities of the host

5.1. Lease contract

The guest has the right to booked overnight possibility. In general, Guest can check in after 2 pm on the booked day and check out before 2pm on their final day. Changes can be made directly between the host and the guest. If the host fails to make his accommodation available to the guest or there are any differences between the booked and the found overnight possibility, especially the location and the furnishings of the rooms, claims can only be handled between the guest and the host.

5.2. Duty to inform

The guest is responsible for the correctness and completeness of transferred data in the booking process. Guests are responsible for any changes or updates in contact data including planned arrival time. Guests must inform both RAB and the hosts of any changes.

5.3. Cancellation

The contract between guest and host is concluded with transmitted booking confirmation. Should the guest not accept the overnight possibility or cut their stay short, the guest is still responsible for paying the entire contractual amount. The only exception is when the guest cancels their reservation at least three working days before the arrival date for overnight stays of 1-3 days, at least seven working days for overnight stays of 4-7 days, or three weeks before for overnight stays more than 7 days. The guest has to cancel the overnight reservation with the host in written form. In all cases, RAB is entitled to keep the Provision payment.

5.4. Payment

The guest must to pay the overnight costs in cash to the host upon his arrival. If the guest has already paid RAB's provision, the amount will be reduced by that amount. If not, then the guest must pay RAB provision to the host too.

5.5. Deposit and costs

In isolated cases, the guest may be required to pay the host a certain deposit and/or a security as per number 4 above.

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6. Use of data

All data transmitted to RAB will be recorded, processed, and used within the business needs of RAB. There are no data transmissions for other purposes.

7. General and place of jurisdiction

Should any clause in this document be found invalid, it shall not invalidate the entire document. The invalid clause should be replaced with a clause, which comes close to the economics interest of RAB. This is true also with gaps of regulations. No supplementary agreements have been made. Any such agreement must be in written form to be valid. Arrangements on the phone will be confirm in a written form. All contracts are governed by the laws and statues of Germany and Berlin shall be the place of legal jurisdiction.

Berlin, September 2007