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GBC - General Business Conditions

General Terms And Conditions for our offered services.

1. The Provider

The provider of tourist services is Mr. Andreas Bley, individual entrepreneur in Seminarstrasse street No. 26, D-01067 Dresden. Mr. Bley is not a tour operator according to German Civil Code. The Location of provided service and fulfillment of all actions can differ from each other and are detailed explained in the contracts.

2. Contract Conclusion

A contract for renting an accommodation in Dresden is closed limited by the number of days. With the booking and acceptance of a guest apartment (e. g. by sending a filled in reservation form) a contract of tenancy for a guest apartment is closed. The receipt of your booking sent by e-mail, fax or letter is considered to be a binding reservation and legal commitment! Acceptance will be done by telephone, fax or e-mail. The conclusion of the contract commits both partners to the fulfillment of the contract, no matter how long the duration of the contract is.

3. Payment Of Rent

The rent has to be paid in advance. The payment is due with the conclusion of the contract, i. e. in case of a written booking and its confirmation by the landlord or his client. The payment is carried out by bank transfer into the account of the landlord or his client with indicated payment target – but at the latest by making a cash payment to the landlord on the day of arrival at the accommodation. In case of cash payment the tenant of the guest apartment will get a voucher.

4. Arrival And Departure

The guest should give the landlord the approximate time of arrival at least 24 hours before. The hand-over of keys takes place at the guest apartment together with a short apartment instruction. The guest should check in after 3.00 p.m. on the day of arrival, and check out before 11.00 a. m. on the day of departure. Deviating agreements are possible.

5. Rules Of The House

The guest apartments are located in multifamily residence houses where companies follow their trade. So please avoid making noise in the apartment, the staircase, and courtyard. In all the guest apartments smoking is forbidden. If you need to have a smoke, please have it on the balcony, if existing. In case of infringement the landlord of the guest apartment reserves his right to determine the tenancy without paying back the deposit. Please close all the windows and French windows if you leave the apartment. And after 8.00 p.m. the front door of the house should be shut up, too. Would you be so kind, to switch off all the lights, and reduce the heating if not needed when leaving the apartment.

6. Furnishing Of The Apartment

Short-term modifications of the furnishing of the guest apartment as shown are reserved to the landlord and can be seen after seven days at the website.

7. Access To The Rented Apartment By The Landlord

The landlord is entitled to access the guest apartment if necessary, e. g. in case of urgent need for repair. In normal case the tenant of the guest apartment will be prenotified.

8. Loss Of Handed Over Keys By Tenant

Lost keys of the apartment will be assessed a fee of EUR 100 because the cylinder lock has to be replaced completely. The loss of the front door keys will be assessed a charge of EUR 50 for the re-issuing of a new key. And one lost key for a bicycle lock will cause costs of EUR 25 for purchasing a new high quality bicycle lock.

9. Apartment Tenant's Cancellation

Cancelling reservation has to be done in written form! In case the tenant of the apartment has to provide evidence for cancellation. If the tenant of the guest apartment is not making use of the contractual services, he has to pay cancelling fees that will be determined based upon the cancellation date, as follows:

If cancelled ...	The tenant has to pay liquidated damages to the landlord in the amount of ...
at least 21 days	0 % (no damages)
21 - 15 days	10 %
14 – 8 days	25 %
7 – 4 days	40 %
3 days	70 %



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... prior the beginning of tenancy. ... of the original lease price as provided in the contract.

10. The Landlord's Cancellation

If the landlord is not providing the apartment, he is bound to pay back the deposit to the tenant, and to pay additional damages after request in writing by the tenant as follows:

If cancelled ...	The landlord has to pay damages to the tenant in the amount of ...
at least 30 days	Euro 0 (no damages)
30 – 16 days	Euro 10 (Euro 50 maximum)
15 – 11 days	Euro 10 (Euro 100 maximum)
10 days	Euro 10 (Euro 150 maximum)
... prior the beginning of tenancy.	... per booked night.

The tenant of the apartment explicitly resigns additional contractual claims.

11. Domestic Animals

The tenant is not allowed to bring or keep animals in the apartments because that would eliminate any possibility of marketing the apartment to the target group of allergic persons.

12. Utilization Of Bicycles

The use of together with the apartment provided bicycles, and the additionally committed bicycles respectively happens at one's own risk. Bicycles and accessories have no theft insurance. If theft happens the tenant of the guest apartment has to report it to the police. The tenant of the guest apartment is liable for the loss with 50% of the amount of the value when new. The tenant of the guest apartment has to inform the landlord about all deficiencies and damages of the bicycle without delay. The tenant of the guest apartment has to pay repairing charges, which are not caused by wear. The bicycle has to be locked properly or if not possible to be kept save all the time.

13. Landlord's Liability

For slight negligence the landlord assumes no liability. The landlord cannot be hold responsible for temporary failure of furniture and fixtures, of public utility installation, of the elevator etc. That is why any reduction of price is precluded. The same applies to force majeure. The landlord is not liable for valuables.

14. Tenant's Liability

The streets and ways to and from the apartment, including those in the house, the staircases, and if applicable the elevator, and the cellars belonging to the apartment are used at your own risk. The guest is liable for self-inflicted damages at/in the apartment to the full extent.

15. Data Protection

The collection of personal data of the tenant of the apartment are just made within the framework of existing legislation of the Federal Data Protection Act (Bundesdatenschutzgesetzes - BDSG) and the Tele Services Data Protection Act (Teledienstschutzgesetzes - TDDSG). These data are only customized to a third party insofar that it is necessary for the handling of the tenancy of the apartment.

16. Ineffectiveness Of The Articles Of Agreement

If several regulations of the contract should or will be ineffective or declared null and void the rest of the regulations of this contract remain valid. The parties commit to replacing ineffective or void regulations by new regulations which fulfil the content of business regulations contained in those ineffective or void regulations according to law. This applies too, if there emerges a loophole in the contract. To fill in this loophole both parties commit to work towards establishing adequate regulation in this contract, that come closest concerning the whole purpose to what the contracting partners would have decided if that issue would have been taken into consideration by them.

17. Jurisdiction

The county court Dresden will be the competent court having jurisdiction for legal procedures concerning the tenancy.

Andreas Bley
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