

# General Terms and Conditions (GTC)

sleepArt UG (haftungsbeschränkt)

Email: [info@sleepart-appartements.de](mailto:info@sleepart-appartements.de)

[www.sleepart-appartements.de](http://www.sleepart-appartements.de)

These agreements apply to the temporary rental of the apartments of sleepArt UG, Wildweg 12, 29229 Celle (hereinafter referred to as the "Landlord"). The Landlord provides its services exclusively on the basis of these General Terms and Conditions.

Additional agreements of the tenant shall only apply if they were agreed in writing in advance and expressly confirmed in writing by the Landlord.

Subletting or re-letting is not permitted!

## Booking / Reservation

Bookings are only possible if the full names of all travelers, the postal address of the person making the booking, as well as a mobile phone number and email address are provided.

## Payment Terms

Short-notice bookings:

For reservations with arrival within the next 10 days, we ask you to transfer the full total amount immediately after receiving the confirmation to the account of sleepArt UG.

In this special case, please disregard the automated deposit requests and instead transfer the full amount directly as described above.

For all other bookings:

The reservation becomes binding upon receipt of the deposit in our business account.

The deposit amounts to 10% of the accommodation price and must be paid within 7 days after receipt of the booking confirmation.

If no deposit is received within this period, the reservation will be canceled automatically and the period will be released again, whereby any entitlement to the services offered in the booking confirmation shall also lapse.

The remaining amount, including accommodation costs, final cleaning, and any additional services, must be received in full in our account no later than 10 days before arrival.

Bank details:

Recipient: sleepArt UG (haftungsbeschränkt)

Bank: Sparkasse Celle Gifhorn Wolfsburg

IBAN: DE97 2695 1311 0162 4724 68

BIC: NOLADE21GFW

Reference: "Invoice No."

## **Overbooking**

In the event of overbooking, we reserve the right to move your reservation to an equivalent or higher-category apartment.

## **Final Cleaning**

Final cleaning includes normal cleaning work and has already been paid by you as part of the payment according to the booking confirmation.

For excessively dirty kitchens, bathrooms, sofas, mattresses, bedding, carpets, or similar items, we will charge you for replacement and/or additional work (€35.00 per hour, plus special cleaning agents, cleaning costs, or similar expenses).

## **Interim Cleaning**

An interim cleaning can generally be booked additionally in writing.

Please coordinate your preferred date by email. Interim cleaning includes vacuuming and mopping the walking surfaces, wiping shelves and surfaces, as well as cleaning the toilet, washbasin, and shower. We only dispose of the trash from the waste bins!

Please ensure that surfaces and shelves are clear, as our cleaning team is instructed not to move or relocate private items!

As a general rule, please do not leave valuables lying around!

## **Laundry Package**

Within the laundry package, we provide one bath towel, one hand towel, and bed linen per person. Each bathroom receives one bath mat. Missing laundry items will be charged to you.

If you do not require a laundry package, please let us know directly after your

## **Replacement Laundry Package**

A new laundry package includes one bath towel and one hand towel per person, as well as one bath mat for the bathroom (€5.00 per laundry package/person).

Bed linen consists of one pillowcase and one duvet cover per person and one fitted sheet per mattress (€10.00 per laundry package/person). The amount must be paid on the same day via PayPal or instant bank transfer.

## **Cancellations**

Cancellations made up to 7 days before the scheduled check-in date are free of charge.

For cancellations made from the 6th day before the start of the trip, 100% of the agreed accommodation costs will be charged.

### **Early Departure**

We do not refund any costs in the event of early departure.

### **Arrival and Departure**

Check-in is from 3:00 p.m. The completeness and intact condition of the inventory must be checked upon arrival. If any defects already exist, please inform the sleepArt team no later than the day after your arrival.

On the day of departure, we ask you to leave the apartment by 10:00 a.m. Please ensure that dishes, glasses, and pots are washed, dried, and stored back on the shelves.

When departing, please place the keys handed over to you back in the key safe or leave them clearly visible in the apartment.

If the apartment/room is still occupied after 10:00 a.m., we will charge €80 for each hour or part thereof and invoice you accordingly. Any separate agreement to check out after 10:00 a.m. requires the written consent of the sleepArt team.

### **Bicycles**

You may park bicycles in the inner courtyard. However, we assume no liability for bicycles parked in the inner courtyard.

### **Lost Property**

Items found in our apartment after your stay (e.g. clothing, jewelry, chargers, etc.) will be stored for a period of 4 weeks and returned upon request and assumption of the costs. This does not apply to food items.

### **Loss of Personal Items from the Apartment**

Please do not leave valuables such as jewelry, cash, laptops, etc. in your apartment/room. There is no safe!!

### **Keys / Locking System**

Access to our apartments is only granted after full payment of the confirmed total amount on the day of your arrival. On the day before your arrival, we will provide you with the code for your key safe (by email or message via your booking portal), which is located at the blue entrance door, as shown in the pictures. The key safe contains a front door key that gives you access to your apartment as well as the inner courtyard.

We ask you to handle all keys with care and keep them safe. In the event of loss of a key, a fee of €300.00 will be charged. Upon departure, please return the key to the corresponding key safe. Changing the numerical combination of the safe is strictly prohibited. If, after your departure, we are unable to open the key safe, the same fee as for a lost key will be charged to you.

In addition, keys taken away by mistake must be returned within five working days at your own expense, insured and with a tracking number. On the sixth day, we will arrange for the cylinder to be replaced if the key has not reached us by then.

## **Cleanliness**

If the cleanliness upon your arrival does not meet your expectations, we ask you to report this to our sleepArt team immediately on the day of arrival so that we can arrange prompt rectification. The Landlord has the right to remedy defects up to two times before the tenant can assert claims based on defects.

## **Damage**

It is necessary that any damage identified upon arrival be reported to sleepArt no later than the following day. The apartments are handed over to you in a well-maintained and clean condition, including a complete inventory. Should you notice any defects during your stay, please inform the sleepArt team immediately.

If a company makes the booking, that company shall be liable for all damage to the rental property. The costs for lost keys also fall within the responsibility of the company. In such cases, we will always contact the booking company first as our main point of contact.

The inventory of the apartments must be handled with care and is intended solely for use within the apartments. Moving furniture, especially beds and sofas, is not permitted.

Damage caused by force majeure is not covered by this provision. Furthermore, the failure of electronic devices does not entitle the tenant to a reduction in rent. We endeavor to remedy such problems as quickly as possible.

## **Access to the Apartments by the Landlord and Its Employees or Appointed Specialist Companies**

After damage or defects have been reported, our staff, such as the caretaker or the sleepArt team, or an appointed specialist company, will arrange for prompt repair. For such work, we will always notify you in advance by email or telephone about the planned access to your apartment, which may also take place without any further consent from you. In addition, it is ensured that specialist companies may only enter your booked apartment when accompanied by one of our employees and will never enter it alone.

## **Pets**

Pets are not allowed. In the event of a violation, the rental agreement will be terminated immediately. In addition, special cleaning will be charged in the event of non-compliance. The fee ranges between €400 and €600.

### **Internet**

Guests have access to our free hotspot for internet use. The access data can be found separately in your apartment/room or will be provided to you 1 day in advance by email, message via your booking portal, or in the guest folder. Passing on the access data is prohibited.

By entering the access data, you accept the terms of use (see appendix).

### **Smoking**

Smoking is strictly prohibited in the apartments. Smoking is permitted in the lounge area of the inner courtyard. Please be considerate of other guests. If we find a smoke-contaminated apartment upon your departure, we will charge the current triple daily rental rate. Do not throw your cigarette butts on the ground; use the ashtray provided in the lounge area.

### **sleepArt Team**

Our team is available to answer questions regarding the sleepArt apartments/rooms and can be reached from 9:00 a.m. to 8:00 p.m. by phone at +49 15202023575 or by email at [info@sleepart-appartements.de](mailto:info@sleepart-appartements.de).

Please contact the sleepArt team outside the stated hours only in absolutely urgent emergencies!

### **Termination without Notice by the Landlord**

The apartments may only be used by the persons listed in the booking. In the event of use of the apartment contrary to the contract, such as unreported overcrowding, disturbance of the peace of the house, etc., the contract may be terminated without notice. In the event of violations of these GTC, the Landlord is also entitled to terminate the rental agreement immediately and without notice.

There is no legal entitlement to compensation or reimbursement of payments made according to the booking confirmation.

### **Liability of the Landlord**

The Landlord is liable, within the scope of the duty of care of a prudent businessman, for the proper provision of the apartment. Liability for any failures or disruptions of the internet, electronic devices, the water or electricity supply, as well as events and consequences caused by force majeure, is hereby excluded.

### **Severability Clause**

Should one or more provisions of these GTC become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose pursued by the invalid provision.

**Place of Jurisdiction**

Local Court of Celle, HRB

April 2026

# Guest Wi-Fi Terms of Use

## 1. Subject Matter and Scope of These Terms of Use

These terms of use govern your and our rights and obligations in connection with the use of our guest Wi-Fi access.

## 2. Our Services

(1) We provide you, on our business premises, access to the internet in the form of Wi-Fi access ("hotspot") for free use.

(2) The provision of the hotspot depends on our respective technical and operational capacities. There is no entitlement to a functioning hotspot or to a certain local hotspot coverage.

(3) Furthermore, we do not guarantee that the hotspot can be used without interruptions or disruptions. Nor can we guarantee transmission speeds.

(4) We reserve the right to change, restrict, or discontinue access to the hotspot without prior notice in the event of necessary technical repair and maintenance work.

(5) There is no entitlement to the use of certain services via the hotspot. In particular, port blocking may be applied. As a rule, web browsing and the sending and receiving of emails are enabled.

## 3. Access and Use

(1) We offer our guest Wi-Fi only to visitors of our company. It is not a publicly accessible telecommunications service, but an internal Wi-Fi service for guests of our company.

(2) A prerequisite for use is that you register for use of the hotspot in advance and/or accept the applicability of these terms of use at the start of using the hotspot. This can usually be done, when selecting the hotspot as the Wi-Fi network on your device, via a registration form or welcome page that can then be accessed.

(3) There is no entitlement to use the hotspot. We are free to restrict or discontinue access to the hotspot at any time without stating reasons.

(4) The current version of these terms of use, as made available to you when logging in to the hotspot, shall apply.

## 4. Access Data

(1) If, during registration, you have provided login data (such as user name, password, email, etc.), you must keep this data secret and not make it accessible to unauthorized third parties.

(2) If you have received registration data, you must ensure that access to and use of the hotspot using your user data is carried out exclusively by you as the user. If facts exist that

justify the assumption that unauthorized third parties have obtained or will obtain knowledge of your access data, you must inform us immediately.

(3) As the user, you are liable in accordance with the statutory provisions for any use and/or any other activity carried out under your access data.

## **5. Your Obligations as a User**

(1) You are obliged to provide truthful information about yourself in relation to any information you supply when using the service.

(2) You are obliged to comply with applicable laws when using our hotspot.

(3) Further obligations arising from other provisions of these terms of use remain unaffected.

## **6. Prices**

The service is provided free of charge.

## **7. Availability of Services**

Since our services are provided free of charge, you have no entitlement to use the hotspot. However, we make every effort to ensure that the hotspot can be used with as little interruption as possible.

## **8. Prohibited Actions**

As a user, you are prohibited from engaging in any actions when using the hotspot that violate applicable law, infringe third-party rights, or violate the principles of youth protection. In particular, the following actions are prohibited:

- posting, distributing, offering, or advertising pornographic content, services and/or products, or content, services and/or products that violate youth protection laws, data protection law, and/or other laws, and/or are fraudulent;
- publishing or making accessible content through which other participants or third parties are insulted or defamed;
- using, making available, or distributing content, services and/or products that are legally protected or encumbered by third-party rights (e.g. copyrights) without being expressly authorized to do so;
- making copyrighted works publicly available or engaging in other actions that infringe copyright, in particular when using so-called "internet exchange platforms" or file-sharing services.

Furthermore, irrespective of any possible legal violation, the following activities are also prohibited when posting your own content on the service provider's website and when communicating with other users (e.g. by sending personal messages, participating in discussion forums, etc.):

- the transmission of above-average volumes of data and, in particular, the sustained transmission of such volumes of data;
- hosting a web server or other servers by using a hotspot of the service provider;
- changing the preset DNS servers in the network settings of the service provider's hotspot;
- sending junk or spam emails as well as chain letters;
- distributing viruses, Trojans, and other harmful files;
- distributing suggestive, offensive, sexually explicit, obscene, or defamatory content or communication, as well as such content or communication that is suitable to promote or support racism, fanaticism, hatred, physical violence, or unlawful acts (whether explicitly or implicitly);
- requesting other users or third parties to disclose passwords or personal data for commercial or unlawful purposes.

Any action that is likely to impair the smooth operation of our hotspot is also prohibited, in particular placing a disproportionate load on our systems.

## **9. Blocking of Access**

We may temporarily or permanently block your access to the hotspot at any time if there are concrete indications that you are violating or have violated these terms of use and/or applicable law, or if we have any other legitimate interest in blocking access.

## **10. Indemnification**

(1) As the user, you are solely responsible for all actions you take in connection with the use of the internet via our hotspot.

(2) Upon first request, you shall indemnify us against all claims asserted by third parties against us due to the user's violation of statutory provisions, third-party rights (in particular personal rights, copyrights, and trademark rights), or contractual obligations, representations, or warranties, including the costs of necessary legal defense (attorneys' fees and court costs in the statutory amount).

(3) In the event that claims within the meaning of Section 10 (2) are asserted, you are obliged to cooperate immediately and fully in clarifying the facts and to make the necessary information available to us in a suitable manner.

## **11. Limitation of Liability**

(1) We are liable without limitation for all damage caused by us in cases of intent or gross negligence.

(2) In cases of slight negligence, we are liable without limitation in the event of injury to life, body, or health.

(3) Otherwise, we are only liable insofar as we have breached a material contractual obligation. Material contractual obligations are abstractly defined as those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on

whose compliance the user may regularly rely. In these cases, liability is limited to compensation for the foreseeable damage typically occurring.

(4) Insofar as our liability is excluded or limited under the above provisions, this shall also apply to our vicarious agents.

(5) Liability under the Product Liability Act remains unaffected.

## **12. Data Protection**

(1) We ensure that your personal data is only collected, stored, and processed to the extent necessary for the performance of the contract in accordance with its terms and as permitted by legal provisions or ordered by the legislator.

(2) In the event that declarations of consent under data protection law are obtained from you in the context of using our services, please note that you may revoke these at any time with effect for the future.

(3) In order to provide the hotspot services to you, the use of personal data from your end device is required. In this context, the MAC addresses of end devices may also be stored temporarily. Furthermore, we may store log data ("log files") on the type and scope of the use of the services for up to 7 days. This data cannot be directly attributed to your person.

## **13. Final Provisions**

(1) The law of the Federal Republic of Germany shall apply, excluding the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If you are a merchant, a legal entity under public law, or a special fund under public law, our registered office shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

(3) Should individual provisions of these terms of use be or become invalid, this shall not affect the validity of the remaining provisions.

Version 1.0.4 (as of 12 October 2025)

## **Notes on Usage Rights**

I, attorney Stephan Hansen-Oest, am the author of the following contract template. The contract may be used free of charge in both private and commercial contexts (exception: see summary below). Public authorities are also free to use it. Changes to the contract are likewise permitted. It is also permitted to remove any references to the author in the contract document. However, commercial use is not permitted in such a way that the contract, without my permission, is reproduced, distributed, or made publicly accessible as a contract template for commercial purposes in online or print media.

## **Summary of the Usage Rules**

The contract may gladly be used and modified in practice by companies, associations, public authorities, or lawyers. However, I do not want the contract to be offered for download as a contract template on other websites without my consent or to appear at some point in a contract template book.

### **Disclaimer**

The contract must be adapted for use in each individual case. The contract template merely represents a proposal for a contractual provision. It is strongly recommended that the contract be adapted and reviewed by a lawyer in each individual case. This applies in particular with regard to the actual consideration of current case law in the individual case. No liability is assumed for damage resulting from the use of the contract template.