

Terms & Conditions

MY MINGA Hotel & serviced Apartments

1. Scope of Application

These terms and conditions apply to contracts for the rental of rooms and apartments for accommodation, as well as to all other services and deliveries provided by the hotel for the guest. In the following context, hotel stands for the accommodation establishments with the brand name "MY MINGA Hotel & serviced Apartments".

a) The subletting or subletting of the room provided, as well as its use for purposes other than accommodation, require the prior written consent of the hotel, whereby § 540 paragraph 1 sentence 2 BGB applies, provided that the guest is not a consumer.

b) The terms and conditions of the guest or a commercial contractual partner only apply if this has been agreed in writing in advance.

2. Contracting Party

The contractual partner for the my MINGA locations in D-80337 Munich at Augsburgstraße 14, Fliegenstraße 4 and Lindwurmstraße 13 is my MINGA c/o Hotel Fritz Müller GmbH, Fliegenstraße 4, D-80337 Munich, VAT ID: DE161239074, or the management company Steinberg-HGGB GmbH, represented by the managing director Mr. Andreas Würtz as their legal representative, which acts on behalf of the company. The contractual partner for my MINGA Airport serviced Apartments at Lilienthalstraße 9, 85399 Hallbergmoos, on the other hand, is Munich Management GmbH, 22054 Hamburg, Neuer Jungfernstieg 5, VAT ID: DE365236300 represented by the managing director Mr. Andreas Würtz. Any credit card debits/payment transactions will be carried out at the respective locations in the name of the aforementioned operating companies.

3. Refund Policy / Refunds

In case of cancellation, the guest can contact the hotel in the following ways:

- per E-Mail: servus@my-minga.com & servus@my-minga-airport.com or/and aw@my-minga.com, Hr. Andreas Würtz.
- Munich Phone: +49 (0) 89 12 50 338-60
- München-Airport, Hallbergmoos: +49 (0) 811 88 99 83 50
- Post: Steinberg-HGGB GmbH, Augsburgstraße 14, D-80337 München

4. Conclusion of contract, contracting partner; Prescription

The contract is concluded upon acceptance of the request of the guest/booker by the hotel. The hotel is free to confirm the room booking in writing. The contractual partners are the hotel and the guest or the commercial partner. If a third party has ordered for the guest, he is liable to the hotel together with the guest as joint and several debtor for all obligations arising from the accommodation contract.

Booking confirmations for the rooms/apartments are issued by the hotel for a maximum rental period of 6 months (max. 180 nights). The period begins on the day of arrival.

Longer, uninterrupted stays of more than 6 months (or more than 180 days) in the same room/apartment are unfortunately not possible due to the regulations of the local authorities. However, there is the possibility of follow-up bookings or completely new booking requests. The basis for this is always a confirmed new and separate reservation contract; previous agreements expire.

All claims against the hotel generally become statute-barred one year from the beginning of the statutory limitation period. Claims for damages become statute-barred after five years, regardless of knowledge.

The reductions of the limitation period do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

5. Group booking

In the case of group bookings (at least 10 rooms or at least 10 people), a separate group booking contract must be concluded, which will take precedence over all the points mentioned in the general terms and conditions in the event of a dispute.

6. Services, Prices, Payment, Offsetting

The hotel is obliged to keep the booked rooms ready and to provide the agreed services. The guest is obliged to pay the prices of the hotel applicable or agreed upon for the room rental and the services used by him in advance or at the latest at check-in at the respective establishment. This also applies to services and expenses of the hotel to third parties arranged by the guest/contractual partner. The agreed prices include the respective legally valid value added tax. If the VAT rate changes on the day of the provision of the service, the agreed prices will change accordingly. The hotel is entitled to charge the VAT increase afterwards.

If the period between the conclusion of the contract and the performance of the contract exceeds 3 months/90 days and the price generally charged by the hotel for such services increases, the hotel may increase the contracted price appropriately, but by a maximum of 5%. The prices may also be changed by the hotel if the guest/contractual partner subsequently requests changes to the number of rooms booked, the services of the hotel or the length of stay of the guests and the hotel agrees to this.

Invoices/expenses of the hotel without a due date are payable immediately upon receipt of the invoice and without deduction. The hotel is entitled to make accrued claims due at any time and to demand immediate payment.

In the event of default of payment, the hotel is entitled to demand the applicable statutory default interest in accordance with § 288 para. 2 BGB in the amount of currently approx. 5% (consumer is involved) or approx. 9% (without consumer participation) above the base interest rate for corresponding legal transactions.

The hotel reserves the right to prove higher damage. The hotel is entitled to demand an appropriate advance payment or security deposit (at least 30% - 50%) at the conclusion of the contract or afterwards. The amount of the advance payment and the payment dates can be agreed in writing in the contract. The guest can only offset, withhold or reduce a claim of the hotel with an undisputed or legally binding claim.

7. Cancellation Policy

A withdrawal of the guest/contractual partner from the contract concluded with the hotel requires the written consent of the hotel to the methods mentioned under point 3.

If this is not done, 90% of the agreed price of the first night is to be paid out of the contract, even if the guest/contractual partner does not make use of contractual services.

This does not apply in the event of a breach of the hotel's obligation to take into account the rights, legal interests and interests of the guest/contractual partner, if the latter can no longer be expected to adhere to the contract or if he or she is entitled to any other statutory or contractual right of withdrawal.

If a date for withdrawal from the contract has been agreed between the hotel and the guest/contractual partner in writing, has been agreed, the latter can withdraw from the contract until then without triggering any claims for payment or damages on the part of the hotel.

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The right of withdrawal of the guest/contractual partner expires if he does not exercise his right of withdrawal in writing to the hotel by the agreed date, unless there is a case of withdrawal by the customer. In the case of rooms not used by the guest/contractual partner, the hotel must take into account the income from renting the rooms elsewhere as well as the expenses saved. The hotel is free to demand the contractually agreed remuneration and to flat-rate the deduction for saved expenses. In this case, the guest is obliged to pay at least 90% of the contractually agreed price for accommodation (without breakfast). Unless otherwise agreed, the following free cancellation conditions apply:

When booking online, the guest has the one-time right to cancel or change the booking free of charge and within 24 hours.

A cancellation by the guest of the hotel accommodation contract concluded with the hotel is excluded. A cancellation of the hotel accommodation contract requires the written consent of the hotel. If this is not done, the agreed price from the contract/confirmation is to be paid even if the guest/contractual partner does not make use of contractual/confirmed services.

If an appointment for free cancellation of the contract/confirmation has been agreed in writing between the hotel and the guest/contractual partner, he can cancel the booking until then without triggering any claims for payment or damages on the part of the hotel. The guest/contractual partner is free to prove that the said claim did not arise or did not arise in the amount claimed.

For bookings with a stay of more than one month (minimum 28 nights), the following cancellation policy applies:

Cancellation can only be made before the start of the contract (arrival date). No refund is possible for the first monthly installment. For cancellations before the occupancy date, 50% of the monthly price must be paid.

Cancellation can only be made after the start of the contract (date of arrival). For bookings, there is a mutual right of termination with a notice period of 14 days (2 weeks) to the 15th of August. One month or the end of a month.

8. Withdrawal of the hotel

If a free right of withdrawal of the guest/contractual partner has been agreed in writing within a certain period of time, the hotel is also entitled to withdraw from the contract during this period if there are inquiries from other guests about the contractually booked rooms and the contractual partner does not waive his right to withdraw from the contract upon request from the hotel.

If an agreed advance payment is not made on time, the hotel is also entitled to withdraw from the contract. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible, rooms are booked with misleading or false information about material facts, e.g. in the person of the guest or the purpose, the hotel has reasonable cause to assume, that the use of the accommodation services may endanger the smooth running of business, the security or the reputation of the hotel in the eyes of the public, without this being attributable to the hotel's sphere of control or organization.

The hotel must inform the guest/contractual partner immediately of the exercise of the right of withdrawal. In the event of justified withdrawal by the hotel, the customer is not entitled to compensation. By concluding a reservation contract, the guest/contractual partner acknowledges the domiciliary rights of the accommodation provider.

9. Room provision, handover and return

The guest/contractual partner does not acquire any claim to the provision of specific rooms. Booked rooms are available to the guest from 2:00 p.m. on the agreed day of arrival. He is not entitled to earlier provision. On the agreed day of departure, the rooms/apartments must be vacated by 12:00 noon at the latest. According to this, the hotel can charge 50% of the full daily accommodation rate for its use beyond the contract until 6:00 p.m. due to the late vacation of the room, and then 100% from 6:00 p.m. onwards. Contractual claims of the guest/contractual partner are not substantiated by this. He is free to prove that the hotel has not received any or a significantly lower claim to a usage fee.

10. Liability of the hotel

The hotel is liable for its obligations under the contract with the care of a prudent businessman. Claims for damages by the contractual partner are excluded. Excluded from this are damages resulting from injury to life, limb or health, if the hotel is responsible for the breach of duty, and other damages based on an intentional or grossly intentional breach of duty by the hotel.

A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or performance defects occur in the services of the hotel, the hotel will endeavor to remedy the situation if it becomes aware of it or upon immediate complaint by the contractual partner. The guest/contractual partner is obliged to contribute what is reasonable to him in order to remedy the disruption and to keep any possible damage to a minimum.

The hotel is only liable for items brought in in the event of proven fault in accordance with the statutory provisions, up to a maximum of ten times the room price, up to a maximum of € 1,000.00, as well as for money and valuables up to a maximum of € 500.00. The liability claims expire if the guest does not notify the hotel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB).

Insofar as in-house parking areas are made available, even for a fee, no custody contract is concluded. The hotel is not liable for the loss/damage/break-in of parked or maneuvered motor vehicles, motorcycles and bicycles in its own parking areas, except in the case of intent or gross negligence. (a) Sentences 2 to 4 shall apply mutatis mutandis.

Messages, mail and goods consignments for the guest/contractual partner are made available for collection at clearly defined points in the establishments. However, the hotel assumes no responsibility for proper delivery/transmission. This does not create a custody order. No liability is assumed for lost property. They will only be returned for a fee upon request. The hotel undertakes to keep it for 90 days or max. 3 months.

11. Final Provision

Changes and additions to the contract, the acceptance of applications or these general terms and conditions for accommodation must be made in writing. This also applies to the cancellation of this written form clause. Unilateral changes or additions by the contractual partner are invalid. The place of performance and payment is Munich, as is the exclusive place of jurisdiction – also for cheque and bill of exchange disputes. If a contractual partner fulfils the requirements of Section 38 (1) of the Code of Civil Procedure and does not have a general place of jurisdiction in Germany, the place of jurisdiction is also Munich. German law applies.

The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws law is excluded. Should individual provisions of these General Terms and Conditions for Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions.

In all other respects, the statutory provisions apply.

date: November 2024