

# General Terms and Conditions

**Lessor:**

GLOBAL'S GmbH (GLOBAL'S)

Leipziger Str. 46

10117 Berlin, Germany

**represented by its Managing Director:**

Mr Mario Paladini

E-mail: [homes@clubglobals.com](mailto:homes@clubglobals.com)

Website: [www.clubglobals.com/homes/categories/for-rent-furnished](http://www.clubglobals.com/homes/categories/for-rent-furnished)

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GLOBAL'S GmbH. Commercial  
register: Leipziger Strasse 46, 10117  
Berlin. Management director:  
Mario Paladini.

Registered at district court: Berlin  
Charlottenburg, HRB 137065 B

Deutsche Bank AG

IBAN: DE31100701000044,

BIC: DEUTDEBB101

VAT-IDNr.: DE 279679700

**Responsible for editorial content in accordance with the German Interstate Broadcasting Treaty (RStV):**

Mr. Mario Paladini

**Value added tax identification number in accordance with § 27a of the Value Added Tax Act (UStG):**

DE279679700

**Entry in the commercial register:**

Charlottenburg District Court, HRB 137065 B



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## I. General

### § 1 GLOBALS Services

1. GLOBALS offers the service of a platform on which suppliers (hereinafter "Lessor") and clients (hereinafter "Tenant") of furnished apartments are brought together over the Internet. To this end, the Lessor is given the option of publishing their own content on the platform in line with Clause 4.
2. As part of its service, GLOBALS provides model contracts for temporary renting. In accordance with § 549 II no.1 of the German Civil Code (BGB), temporary use underpins the temporary rental agreements. This requires a special condition, as well as work obligations, justifying the temporary renting of an apartment. In this case, the Tenant is not looking to shift the centre of their lives to the rental apartment for a longer period, thus initiating a temporary rental agreement by their own accord.
3. If the Lessor offers their apartment on the GLOBALS portal for at least one year without interruptions, GLOBALS offers the Lessor a professional photoshoot of their apartment as a service in selected cities.
4. This service is free of charge for the Lessor, unless agreed otherwise.
5. As soon as an appointment for a photographer has been scheduled with a GLOBALS employee, the Lessor undertakes to attend this appointment in person; alternatively, if they are hindered from doing so for reasons attributable to scheduling or a stay elsewhere, they can commission a third person to attend said appointment in person, in line with § 7 para. 2.

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6. Appointments with photographers that have been confirmed by both parties are to be canceled 24 hours prior to the appointment at the latest, regardless of the reason for cancellation.
7. If the appointment is not canceled in due time, GLOBALS will invoice a flat-rate compensation for the incurred photographer costs. The costs for the Lessor amount to 49 Euro incl. VAT.
8. If the Lessor fails to appear at the appointment or is delayed by more than 15 minutes, the appointment will be deemed as canceled in an untimely manner and it will be handled as such, unless agreed otherwise via telephone with either the photographer or GLOBALS.
9. In individual cases, provisions on the purchasing of photos will be provided at a later moment.

## § 2 GLOBALS Service Flat-rate

1. As soon as the Tenant and Lessor successfully conclude a contract, the GLOBALS service flat-rate becomes due.
2. The service flat-rate is presented to the Lessor when publishing their listing and amounts to – unless otherwise agreed – 15% excl. VAT of the monthly overall rent specified by the Lessor, in accordance with § 7 para. 9.
3. For rental periods shorter than 6 months, 10% is deducted from the overall rent and the service flat-rate is calculated on the basis of the remaining sum.
4. The amount to be paid to GLOBALS is calculated by multiplying the service flat-rate based on the overall monthly rent with the number of rented months. The fee becomes due 14 days after the Tenant moves in. In the event of partial months of rental, the rent and therewith service flat-rate is based on the exact number of days.
5. The service flat-rate is paid once in full. Installment payments can be agreed with GLOBALS for rental periods from 6 months, via SEPA

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- direct debit, after submitting a request with GLOBALS. GLOBALS reserves the right to reject said request without providing grounds.
6. If the Tenant extends their rental period, this results in a new contract and the GLOBALS service flat-rate will become due for the newly specified period.

### § 3 Liability Disclaimer

1. The greatest possible care was taken when compiling this website. However, we cannot guarantee that the publicly accessible information, which is available at no charge, contained herein is free of errors and inaccuracies. Any and all liability for damages that are caused either directly or indirectly by the use of those parts of this website that are publicly accessible and available at no charge is excluded, insofar as this has not been caused intentionally or due to gross negligence.

### § 4 Liability for Content

1. As a service provider, we are responsible for our own contents on these pages, in line with the general legal provisions in accordance with § 7 para. 1 of the German Telecommunications Act (TMG). According to §§ 8 to 10 TMG, we are not obliged as a service provider to monitor transmitted or stored external information or to look for indications of illegal activity. Obligations to remove or block the use of information in accordance with general legal provisions remain unaffected by this. Any liability in this respect, however, is only possible from such time as we become aware of the specific legal

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infringement. As soon as we become aware of such infringements, we will remove these contents immediately.

## § 5 Liability for Links

1. Our offer contains links to external websites of third parties, whose contents we have no influence on. Therefore, we cannot accept any responsibility for their content. The relevant Lessor or website operators of the linked pages are always responsible for their content. The linked pages were checked for possible legal infringements at the time of linking. No such content was apparent at the time the links were created. Continuous monitoring of the content of linked pages is not, however, reasonable without specific indications of legal violations. We will remove such links immediately upon becoming aware of any legal infringements.

## § 6 Copyright

1. The contents and works on these pages created by the site operators are subject to German copyright law. The duplication, processing, distribution, and any kind of exploitation of this site's content beyond the limited use allowed under copyright law require the written consent of the respective author or creator. Downloading and copying these pages is only permitted for private, non-commercial use. Third-party copyrights must be taken into account insofar as the content of this page was not created by the operator. In particular, third-party content has been labeled as such. Nonetheless, if you become aware of any copyright infringement, we request that you

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provide us with the corresponding information. Should any legal violation come to our attention, we will remove such content immediately.

## II. Posting Rental Object Listings

### § 7 Listing a Rental Object

1. The Lessor, who offers a property for rental through the GLOBALS Internet portal, expressly ensures that they have the relevant rights of disposal over the rental property.
2. The Lessor undertakes to describe the rental property offered by them on the Internet portal in a correct and complete manner. To this end, at least that information must be provided which is requested through the portal. Images must reflect the actual conditions of the rental property and must be updated as soon as changes are made to the rental property.
3. If GLOBALS publishes the advertisement for the rental property on the portal, the Lessor undertakes to provide the necessary information in a correct and complete manner, with current images if required.
4. If images of the rental property were made by GLOBALS or on behalf of GLOBALS, the Lessor undertakes to immediately publish any changes to the condition or facilities of the rental property, either in the description of the advertisement or with current images.
5. The Lessor undertakes to keep all published data and images up to date and to immediately update them whenever required or whenever changes occur. The availability timeframes are above all to be kept up to date.

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6. In addition to the necessary data and images, the Lessor shall provide the following documents on the rental property:
  - House rules, if available
  - Energy certificate
  - Inventory list
7. If the Lessor offers more than one property on the GLOBALS Internet portal, the information and documents are to be provided separately for each property.
8. Only one advertisement may be created for each property on the GLOBALS portal. It is prohibited to create duplicate or repeat advertisements for a property.
9. The Lessor ensures that the inclusive price specified by them contains all incurred extra costs and service charges. These include:
  - Utility bill
  - Electricity
  - Gas
  - Water
  - Heating
  - Internet
  - License fee of the public-service broadcasters in the Federal Republic of Germany (Rundfunkbeitrag) in accordance with § 9 para. 1 of the Federal Licence Fee Agreement (RBStV).
10. Additional costs can be incurred by the Tenant for parking spots or the use of an underground car park.

## § 8 On-site Obligations of the Lessor

1. As the on-site point of contact, the Lessor undertakes to be available for the rental property or rental properties. Particularly, the Lessor undertakes to carry out apartment viewings, apartment handovers,

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- the inspection and remedying of defects, as well as return handovers of apartments if the rental property is rented out through GLOBALS.
2. If the Lessor is not available for these tasks in person, they are entitled to designate an agent. In this case, the Lessor undertakes to designate the agent with a name and his/her contact details. The Lessor ensures that the designated agent is informed about their obligations as the representative of the Lessor, agrees to them, and consents to the transferring of their personal data to third parties.
  3. The Lessor shall inform GLOBALS of any changes within 7 days.

## § 9 Energy Certificate

1. In accordance with §16a para. 2 of the Energy Saving Regulation (EnEV), the Lessor undertakes to present an energy certificate to GLOBALS to be transferred to its contract partner(s). If said energy certificate is not available, the Lessor undertakes to have one created immediately and to transfer it to GLOBALS. The Lessor furthermore undertakes to indemnify GLOBALS for any costs and damages resulting from incorrect or missing information in the energy certificate or delays in presenting, or failure to present said energy certificate.

## § 10 Licence Fee (Rundfunkbeitrag)

1. The Lessor ensures that there is a license fee account active for the property on offer and that regular license fee contributions are

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made. On request, the Lessor undertakes to disclose the license fee number and provide proof of contributions.

## § 11 Landlord Confirmation

1. The Lessor undertakes to provide the Tenant with a landlord confirmation [Wohnungsgeberbestätigung] if necessary.

## § 12 Liability for Information in the Advertisement

1. The Lessor is liable vis-à-vis GLOBALS and its contract partners for all damages resulting from missing rights of disposal over the rental property.
2. The Lessor is liable vis-à-vis GLOBALS and its contract partners for all damages resulting from incomplete and incorrect information about the rental property.
3. GLOBALS shall not be liable for contents provided by the Lessor.

## § 13 Liability for Information in the Advertisement if Posted by GLOBALS

1. As a general rule, GLOBALS refrains from posting apartments of the Lessor on the platform.

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2. If GLOBALS decides – for whatever reasons – to post an advertisement for a Lessor, GLOBALS does not accept any liability for its contents. The regulations of § 12 apply mutatis mutandis.

### III. Rental

#### § 14 Rental Process with Booking Request

1. The Lessor is informed immediately after a Tenant submits a booking request to GLOBALS. The Lessor undertakes to either confirm the request within two working days or to reject it with an explanation. If the request is confirmed, the apartment is reserved for the Tenant.
2. After the confirmation, GLOBALS contacts the Tenant and carries out the verification process. To this end, the necessary documents are requested, which must be provided within two working days.
3. After successful verification, GLOBALS drafts up the contract documents, which are first provided to the Lessor and then to the Tenant.
4. The contract is legally valid after both parties have signed the contract either by hand or digitally.
5. Before signing the contract, however, both the Tenant as well as the Lessor can terminate the booking process at any time, stating their grounds to do so.



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## § 15 Marketing Consent

1. In accordance with § 6 para. 1 of the Housing Agency Act [Wohnungsvermittlungsgesetz], GLOBALS is hereby commissioned with marketing all the properties published by the Lessor on the GLOBALS Internet platform and through all other Internet portals GLOBALS deems useful. This above all includes social networks, real estate portals, search engine advertisement, and advertisements shown on other platforms through advertisement networks. The separate consent of the Lessor is not required.

## IV. Further Regulations

### § 16 Default of Payment

1. In the event a party defaults on payment, GLOBALS is entitled to charge lump-sum compensation for each payment reminder of € 5.00 (- in words: five euro) in addition to the legally specified default interest. The party is given the opportunity of proving that the damages were lower or not incurred at all. Any return debit fees are borne by the Lessor.
2. The Lessor shall ensure that the correct account number is specified for bank transfers. Any additional costs incurred through the provision of incorrect bank account numbers shall be borne by the Lessor.



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## § 17 Duration and Termination of the User Contract

1. This user contract is concluded for an indefinite period after registration.
2. Users can terminate the user contract via e-mail at any time, without observing a notification period. Any rental contracts already concluded shall not be affected by said termination. Any due service flat-rate payments shall remain unaffected as well, above all including payments that become due upon extension of a rental contract in line with § 2.6.
3. GLOBALS can terminate the user contract in an ordinary manner under observance of a notice period of two weeks.
4. GLOBALS is additionally entitled to extraordinary termination of the user contract without prior notice if the user commits a gross infringement against their obligations under this GTC, if the user commits an infringement against applicable laws, regulations, or third-party rights, or if GLOBALS has a bona fide conviction that such a measure is necessary and appropriate to protect the personal security or property of GLOBALS, its members, or third parties (for example, in the event of fraudulent user behavior).

## § 18 Right of Modification

1. GLOBALS reserves the right to unilaterally make changes to these GTC at any time, if this is necessary to remedy shifts in the balance between the parties or if said adjustments are necessitated by changes to the legal or technical framework conditions.

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2. Announcement is made through online publication of the modified GTC on the GLOBALS website, specifying the time at which these changes take effect.
3. The changes will become an integral component of the contract if the customer does not object to inclusion into the contractual relationship vis-à-vis GLOBALS in writing or another textual form within three weeks after receiving the announcement of change.

## § 19 Applicable Law and Place of Jurisdiction

1. The business relationship between the parties is exclusively governed by German law.
2. If the user is a merchant, a legal entity under public law, a special fund under public law, or has its place of residence outside of Germany, the place of jurisdiction is Berlin, Germany.

## § 20 Final Provisions

1. If individual provisions of these GTC are or become ineffective in whole or in part, this shall not affect the validity of the other provisions, which will remain effective. If individual provisions of these GTC are or become ineffective, the loophole left behind shall be filled by the legal provisions.
2. The conditions of service must not be accepted again if a property is rented or rented out again.



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