General Terms and Conditions

of the

OBSIDIAN SUITE

Dear Guests,

We want you to feel comfortable with us and to enjoy your stay in a relaxed, private, and discreet atmosphere. In order to ensure that this remains possible in the future, we kindly ask you to carefully read and comply with the following General Terms and Conditions.

By making a booking, you expressly acknowledge and accept these terms and conditions.

1 Scope of Application

The following Terms and Conditions apply to all bookings and stays at the Obsidian Suite between us – the provider – and you – the guests. Diverging terms and conditions shall not apply unless their validity has been expressly agreed to in writing by the provider.

2 Conclusion of Contract

By making a booking, the guests make a binding offer to conclude a rental agreement. The booking can be made in writing via the contact form or by email. The contract only comes into effect upon written booking confirmation by the provider. The provider undertakes to provide the booked premises in a contractual condition at the agreed time.

3 Prices, Payment & Security Deposit

The full rental price, including any booked additional equipment, as well as the security deposit of 300 €, must be paid in full before the start of the rental period. Following the booking confirmation, a deposit of at least 50% of the total amount must be paid by bank transfer within 5 days. The remaining balance, including the security deposit, must be received no later than 30 days before the start of the rental period. For last-minute bookings (less than 30 days before the start of the rental period), the total amount is due within 24 hours via real-time bank transfer. If payment is not made on time, the provider is entitled to cancel the booking without notice and to award the period to someone else. The security deposit will be refunded within 3 to 5 working days after the end of the rental period, provided no damage, excessive contamination (for example, oil/wax residue), or violations of the house rules are found.

4 Location, Discretion & Self-Check-in

The Obsidian Suite is located on the provider’s private property in a quiet, rural setting, which is why special emphasis is placed on mutual discretion. The exact address will therefore only be communicated to guests after full payment has been received. Guests will then receive a personal access code for the key safe. Check-in and check-out are thus carried out completely independently. Upon check-out, the key can simply be left on the dining table inside the accommodation.

Shortly before the start of the rental period, the key will be placed in the key safe by our »cleaning angel,« who lovingly prepares the apartment for the guests. This preparation includes not only cleaning and setting a pleasant temperature via underfloor heating, but also creating a sensual atmosphere in the apartment with lighting and music. Naturally, our guests can connect

their smartphones via Bluetooth to the apartment sound system during their stay and play their own music.

Inside the apartment, there is a private mobile phone number via which the provider can be reached at short notice via SMS or WhatsApp for urgent questions, should guests wish to book additional equipment, have technical problems, or have minor concerns where the provider can quickly assist. It is prohibited to pass on or publish this contact number, the address, or clearly identifying features of the suite's location to third parties. In the event of a violation, we reserve the right to assert claims for damages and to initiate further legal steps.

5 Use of the Apartment

The use of the apartment is exclusively permitted to adults aged 18 and over.

The maximum occupancy is 2 persons, unless a different written agreement has been made.

Pets are not permitted.

The apartment may be used exclusively for private purposes. Any use for the preparation or execution of criminal acts is prohibited and entitles the provider to terminate the stay immediately.

The house rules apply, which can be found on the website under »Book Now«.

6 Damage, Cleaning & Liability

Guests are liable for all damage caused by themselves or accompanying persons. This applies in particular to improper use, negligent or intentional damage, loss of inventory or keys, and excessive contamination (for example, through oil, wax, or urine).

The provider is entitled to use the security deposit in whole or in part to settle damages. If the costs incurred exceed the security deposit, the provider reserves the right to assert further claims for damages.

Theft will generally be reported to the authorities.

The use of the entire facility, including the equipment, is expressly at your own risk! Any liability of the provider for resulting damage to guests of any kind is excluded!

In medical emergencies, guests undertake to call an ambulance and subsequently inform the provider via WhatsApp using the private contact number.

7 Claims and Reductions

After the start of the rental period, guests have no right to redress or reduction of the rental price. Any complaints must be reported to the provider immediately upon arrival via WhatsApp or SMS so that they can be checked and remedied as quickly as possible. If no immediate notice of defects is given or no opportunity for rectification is granted, there shall be no claims for a reduction of the rent, a refund of the rental price, or other substitute services.

Early departure by the guest generally does not entitle them to a proportional refund of the agreed rental price, as the holiday accommodation has been exclusively reserved for the booked period and generally cannot be re-let at short notice.

Temporary impairment of individual furnishings or the short-term failure or absence of individual

equipment features (e.g., due to damage to furniture, decorations, or furnishings caused by previous guests), which do not substantially impair the fundamental livability and usability of the holiday apartment, do not entitle the guest to withdraw from the contract, terminate without notice, or retain or reclaim the entire rental price.

The guest is obliged to report such a defect to the provider immediately upon arrival and to grant a reasonable period for remedy or for the provision of an equivalent replacement. If the damaged or missing item cannot be replaced immediately, the guest is entitled, as a compensatory offset for the duration of the stay, to the free use of up to three items from our premium equipment. Any further claim to a refund of the rental price for such impairments is excluded.

8 Delay, Extension & Cancellation

Since the apartment is cleaned intensively before each new rental and all items used by guests are carefully disinfected, compliance with the agreed check-out time is mandatory. Our »cleaning angel« will not actively ask guests to leave the accommodation, but will wait discreetly in the car or main house until the independent completion of check-out.

If the booked usage or check-out time is exceeded by more than 15 minutes, the provider reserves the right to charge a flat-rate recalculation fee of 50.00 € due to the additional organizational and time effort, which will be offset against the security deposit. Further costs arising from significant delays remain unaffected. Extensions are generally only possible after prior arrangement and subject to availability.

In the event of a cancellation by the guests, the following policy applies: We reserve the suite exclusively for one couple and decline all other potential guests for that period. Consequently, the following cancellation fees apply if the guests cancel their booking: Up to 30 days before the arrival date: 50% of the rental price (excluding the cleaning fee, rental charges for premium equipment, and the security deposit). From 30 days up to 48 hours before the arrival date: 80% of the rental price (excluding the cleaning fee, rental charges for premium equipment, and the security deposit). From 48 hours before the arrival date or in the event of a no-show: 100% of the rental price (excluding rental charges for premium equipment and the security deposit).

9 Changes to Services

The provider reserves the right to make reasonable changes to furnishings or inventory if these are necessary and do not substantially impair the overall character of the accommodation. The current status can always be viewed on the provider’s homepage: https://bdsm-apartment-berlin.de; other portal listings may possibly not be up to date.

10 Force Majeure & Utility Outages

The provider is not liable for outages of electricity, water, internet, or heating if these are beyond their control. This applies in particular in cases of force majeure, technical disruptions, official measures, or outages of external suppliers.

11 Place of Jurisdiction

The place of jurisdiction is Strausberg.

12 Severability Clause

Should individual provisions of these Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected thereby.