

# Mietkleidung24



Mietkleidung24 • Messering 8b • 01067 Dresden

## General rental conditions of Blaumond GmbH, Messering 8b, 01067 Dresden

Blaumond GmbH operates a service portal on the subject of rental clothing under MIETKLEIDUNG24.de. The awarding and implementation of rental and service contracts that have come about via this portal takes place exclusively in accordance with the following regulations.

1. General Definitions
2. Scope
3. Conclusion of the contract
4. Services, prices, payments, default
5. Rights of retention, offsetting, assignment
6. Terms of delivery and returns
7. Use of the rented item
8. Complaints, warranty
9. Liability
10. Termination and cancellation
11. Alternative dispute resolution
12. Final provisions

### 1. General definitions

In the following general rental conditions ("AMB") Blaumond GmbH Dresden, Messering 8b, 01067 Dresden, is referred to as "MIETKLEIDUNG24". The contractual partner of MIETKLEIDUNG24 is, regardless of whether this is a consumer or an entrepreneur, the "hirer"; the contractual relationship to be concluded is the "contract".

### 2. Scope

2.1 The present GRC apply to all business relationships between MIETKLEIDUNG24 and the hirer with regard to the provision of rental clothing and related services.

2.2 A consumer within the meaning of these GRC is any natural person who concludes a legal transaction for purposes that cannot be predominantly assigned to their commercial activity or professional self-employment. Business customers within the meaning of these GRC are all entrepreneurs, legal entities under public law and special funds under public law. Entrepreneur is to be understood as any natural or legal person or partnership with legal capacity who, when concluding the contract, is carrying out a commercial activity or professional self-employment.

2.3 Divergent, conflicting or supplementary general terms and conditions of the hirer will only become part of the contract if and to the extent that MIETKLEIDUNG24 has expressly agreed to their validity. This consent requirement applies in any case, for example even if MIETKLEIDUNG24

accepts the hirer's deliveries without reservation, knowing the general terms and conditions of the hirer.

2.4 Individual agreements made with the hirer on a case-by-case basis (including side agreements, additions and changes) always have priority over these GRC. A contract concluded in text form or the confirmation from MIETKLEIDUNG24 in text form is decisive for the content of such agreements.

2.5 The GRC in their current version also apply as a framework agreement for future deliveries and services by MIETKLEIDUNG24 to the same hirer, without MIETKLEIDUNG24 having to refer to them again in each individual case. The current version of the GRC is available at <https://www.mietbekleidung24.de/agb/>.

2.6 MIETKLEIDUNG24 reserves the right to make changes or additions to the GRC at any time, provided that the hirer is not disadvantaged by doing so contrary to good faith. Changes or additions to the GRC will be announced in writing to the hirer. The changes or additions to the GRC are considered approved if the hirer does not object in writing within two weeks of being notified. If the hirer objects to the change or addition, MIETKLEIDUNG24 can terminate the contractual relationship by ordinary termination.

### 3. Conclusion of the contract

3.1 The presentation of rented items and other services in catalogues, company brochures or on the MIETKLEIDUNG24 website does not constitute an offer to conclude a contract. Only the hirer's order with MIETKLEIDUNG24 constitutes a legal offer to conclude a contract, regardless of the communication channel used by the hirer. MIETKLEIDUNG24 accepts this exclusively by confirmation of the hirer's offer by MIETKLEIDUNG24 in text form.

3.2 Unless otherwise stipulated in the offer, the renting company is bound by the offer made to the hirer for a period of 14 days after the offer has been made. Thereafter, the parties have the right to withdraw from the offer. In this case, the hirer must report this to MIETKLEIDUNG24.

3.3 The information, images and service descriptions contained in the presentation of the rented item are information that is customary in the industry. Customary trade and material deviations in quality, design and colour are reserved.

### 4. Services, prices, payments, default

4.1 MIETKLEIDUNG24 is obliged to provide the services ordered by the hirer and promised by it in text form in the order confirmation.

4.2 The hirer is obliged to pay the agreed or customary prices of MIETKLEIDUNG24 for these and other services used.

4.3 All prices are exclusive of the applicable sales tax in Germany. All services of the provider are without exception subject to sales tax.

4.4 MIETKLEIDUNG24 reserves the right to charge an advance payment of 50% of the agreed fees before the rented item is made available for use. The entire rent is due at the latest after the rented item has been returned without any deductions.

4.5 If the rent is extended or reduced by mutual agreement during the term of a rental agreement, MIETKLEIDUNG24 is entitled to charge a fee of EUR 20.00 (excluding VAT) for the associated processing costs. The adjustment of the rental price to the changed rental period remains unaffected.

4.6 MIETKLEIDUNG24's invoices without a due date are payable within 10 days of receipt of the invoice without deduction. In the event of default in payment, MIETKLEIDUNG24 is entitled to charge interest at 5 percentage points above the respective discount rate of the Deutsche Bundesbank. If the hirer is a business customer, the default interest rate is 9 percentage points above the respective discount rate of the Deutsche Bundesbank. The hirer reserves the right to provide evidence of a lower, rent a higher damage.

4.7 If the hirer defaults on payment, MIETKLEIDUNG24 can stop providing the service and request the return of the rented item immediately without terminating the contract. When the outstanding amounts have been paid by the hirer, the rented item will be made available to the hirer by MIETKLEIDUNG24 in accordance with the GRC.

### 5. Rights of retention, offsetting, assignment

5.1 MIETKLEIDUNG24 is entitled to set-off and retention rights as well as the objection of a non-fulfilled contract to the extent permitted by law. MIETKLEIDUNG24 is particularly entitled to withhold due payments as long as MIETKLEIDUNG24 is still entitled to claims against the hirer for incomplete or defective services.

Mietkleidung24 • Messering 8b • 01067 Dresden

Fon 03 51-89 66 56-0 • Fax 03 51-89 66 56-699 • Mail [info@mietkleidung24.de](mailto:info@mietkleidung24.de) • [www.mietkleidung24.de](http://www.mietkleidung24.de)

Vertretungsberechtigte GF.: Peggy Hering | Isabel Beck | Elisa Lademann • Gesellschaft mit beschränkter Haftung • Sitz: Dresden • HRB 26249

UST.-ID-Nr. DE258050150 • Ostsächsische Sparkasse Dresden • IBAN DE51 8505 0300 3100 2060 01 • BIC OSDD DE81 XXX

Ein Angebot der Blaumond GmbH

# Mietkleidung24



Mietkleidung24 • Messering 8b • 01067 Dresden

5.2 MIETKLEIDUNG24 is entitled to refuse its performance if, due to a circumstance that occurred after the conclusion of the contract, it is to be feared that the consideration from the hirer will not be received in full and on time (e.g. by filing for bankruptcy proceedings), unless the hirer provides the consideration or provides sufficient security.

5.3 Offsetting with claims of the hirer that are disputed, not legally established or not ready for decision is excluded. The hirer is only entitled to a right to refuse performance or a right of retention if the underlying counterclaims of the hirer are undisputed, legally established or ready for a decision.

5.4 The hirer is not entitled to assign claims or rights against MIETKLEIDUNG24 from the business relationship to third parties or to transfer them to third parties without MIETKLEIDUNG's consent. The same applies to claims and rights arising directly against MIETKLEIDUNG24 by virtue of the law.

5.5 Under no circumstances does the hirer have any right of retention to the rented item.

## 6. Terms of delivery and returns

6.1 Delivery by MIETKLEIDUNG24 takes place exclusively from the business location Messering 8b, 01067 Dresden. The hirer bears the costs for sending and returning the rented item.

6.2 The risk of accidental loss and accidental deterioration of the rented item is transferred to the hirer upon handover to the respective transport company at the latest upon handover.

6.3 Delivery periods and dates are agreed as non-binding. Partial deliveries are permitted to a reasonable extent. Delivery obligations and delivery times are only agreed subject to correct and timely delivery by the rental clothing supplier. If this is not done, MIETKLEIDUNG24 is entitled to withdraw from the contract without compensation or the delivery time is extended accordingly, as well as in the case of a delivery delay due to force majeure.

6.4 When the hirer signs the delivery note, neither the completeness nor the condition is determined. Deviations from the number of items as well as defects must be reported by the hirer within 24 hours after delivery.

6.5 The return takes place in accordance with the contractual agreement. The return must be made immediately after the end of the rental period. Exceeding this deadline will entail additional costs, which will be billed to the contractual partner afterwards.

6.6 Damages that MIETKLEIDUNG24 incurs due to delayed return must be compensated by the hirer in full, including the lost profit, possible claims for damages by the subsequent hirer and a handling surcharge of 20%. The hirer is responsible for proving lower damage, or MIETKLEIDUNG24 has the option to claim higher, actually incurred damage.

6.7 The goods must be returned in the condition in which they were received. MIETKLEIDUNG24 will clean the rented item. The hirer is not entitled to a credit note for rental clothing that is returned unused.

## 7. Use of the rented item

7.1 The hirer must treat the rented item with care and protect it from damage. In particular, the rented item must be protected against theft, moisture, dirt, mould stains, etc.; this also applies to all damage that does not result from normal wear and tear of the rented item.

7.2 The hirer is obliged to follow the maintenance, care and usage instructions from MIETKLEIDUNG24 within the scope of what is reasonable for him. Labelling of the rented item, in particular signs, numbers or inscriptions, may not be removed, changed or made illegible.

7.3 The hirer is not authorised to make changes of any kind to the rented item, in particular not to make improvements or repairs, or to have such made, or to have the clothes cleaned.

7.4 The hirer is liable for any damage or loss of the rented item for which he is responsible and which has not arisen as a result of normal wear and tear of the rented item. These include in particular cracks, holes, fire damage, non-removable stains (e.g. mould stains) and roughened surfaces. These rented items are to be replaced by the hirer at replacement costs according to the price list of the rental clothing supplier of MIETKLEIDUNG24. In the event of damage that can be remedied by repairs, the hirer bears the actual costs of the repair.

7.5 MIETKLEIDUNG24 is entitled in any case of damage to or loss of the rented item, in addition to repair or replacement costs, to demand an administration fee

of EUR 12.00. MIETKLEIDUNG24 is entitled to include these costs if there is evidence of the actually higher costs. The hirer reserves the right to prove that no or significantly less expense than the flat rate has been incurred.

7.6 The rented item may not be pledged, given to third parties or transferred without the consent of MIETKLEIDUNG24. If the rented item nevertheless comes into the possession of a third party, MIETKLEIDUNG24 must be notified of this immediately in writing.

## 8. Complaints, warranty

8.1 MIETKLEIDUNG24 endeavours to ensure that the rented textiles and accessories are in perfect and the described condition. If this is not the case, then MIETKLEIDUNG24 is to be given the opportunity to check the defect and, if necessary, to remedy it or to provide an article of the same type.

8.2 Small deviations from the range, quality, colour, dimensional accuracy, weight, equipment or design that are customary in the trade or due to technical reasons do not constitute a defect and cannot be objected to.

8.3 The hirer must notify MIETKLEIDUNG24 immediately of any defects, faults or damage to the rented item in writing. At its own expense, MIETKLEIDUNG24 will, at its own discretion, remedy any defects in the rented item that were reported in good time and that existed when it was handed over to the hirer.

## 9. Liability

9.1 Unless otherwise stated in these general terms and conditions including the following provisions, MIETKLEIDUNG24 is liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

9.2 MIETKLEIDUNG24 is liable for damages - regardless of the legal reason - in the event of wilful intent and gross negligence. In the case of simple negligence, MIETKLEIDUNG24 is only liable:

- a) for damage resulting from injury to life, limb or health,
- b) for damage resulting from the breach of an essential contractual obligation (obligation whose fulfillment makes the proper execution of the contract possible in the first place and compliance with which the contractual partner regularly relies on and may trust); in this case, however, the liability of MIETKLEIDUNG24 is limited to the

Mietkleidung24 • Messering 8b • 01067 Dresden

Fon 03 51-89 66 56-0 • Fax 03 51-89 66 56-699 • Mail [info@mietkleidung24.de](mailto:info@mietkleidung24.de) • [www.mietkleidung24.de](http://www.mietkleidung24.de)

Vertretungsberechtigte GF.: Peggy Hering | Isabel Beck | Elisa Lademann • Gesellschaft mit beschränkter Haftung • Sitz: Dresden • HRB 26249

UST.-ID-Nr. DE258050150 • Ostsächsische Sparkasse Dresden • IBAN DE51 8505 0300 3100 2060 01 • BIC OSDD DE81 XXX

Ein Angebot der Blaumond GmbH

# Mietkleidung24



Mietkleidung24 • Messering 8b • 01067 Dresden

replacement of the foreseeable, typically occurring damage and, in the case of financial loss, to the amount of the agreed net remuneration.

9.3 Contributory negligence on the part of the hirer is to be offset against the amount of any claim for damages.

9.4 The limitations of liability arising from Paragraph 2 do not apply if MIETKLEIDUNG24 fraudulently concealed a defect or assumed a guarantee for the quality of the goods. The same applies to claims made by the supplier under the Product Liability Act.

9.5 Any further liability for damages other than that provided for in Paragraphs 1 to 4 is excluded - regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from negligence when concluding the contract, due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with Section 823 BGB.

9.6 As far as the liability for damages towards MIETKLEIDUNG24 is excluded, this also applies with regard to the personal liability for damages of their employees, representatives and vicarious agents.

9.7 The above liability regulations do not involve a change in the burden of proof to the disadvantage of the hirer.

## 10. Termination and cancellation

10.1 If the hirer withdraws from his order or if there is a complete or partial cancellation, MIETKLEIDUNG24 can charge the following cancellation fees:

- up to 7 days before the start of the rental: 25%,
- from 7 days before the start of the rental: 75%,
- from 48 hours before the start of the rental: 100% of the agreed net rent.

The hirer reserves the right to prove that no or significantly less expense than the flat rate has been incurred.

10.2 The full or partial cancellation of an agreement with MIETKLEIDUNG24 by the hirer must be made at least in text form. To determine the time of cancellation, the date of receipt of the cancellation at MIETKLEIDUNG24 applies. In other cases, the cancellation is deemed to have been received if it is undisputed between the parties. A cancellation in the case of a specific production and packaging of the ordered delivery of goods for the hirer will be charged at 100% of the order value.

10.3 If the hirer does not handle the rented item correctly and properly in accordance with No. 7 Paragraphs 1-3, every further case of use contrary to the contract is deemed to be an important reason for termination without notice by MIETKLEIDUNG24.

## 11. Alternative dispute resolution

11.1 The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

11.2 This platform serves as a contact point for the out-of-court settlement of disputes arising from online, purchase or service contracts in which a consumer is involved.

11.3 MIETKLEIDUNG24 is not obliged to participate in arbitration proceedings and unfortunately cannot offer participation in such proceedings either.

## 12. Final provisions

12.1 Changes or additions to these GRC as well as the content of the order must be made in text form; this also applies to the repeal of this text form clause.

12.2 The application of any general terms and conditions of the hirer is fundamentally excluded, but can be agreed individually in the context of the respective offer or order.

12.3 The place of jurisdiction is - as far as permissible - Dresden.

12.4 Should one or more of the provisions of these general terms and conditions be or become void or ineffective or impracticable, this shall not

affect the validity of the remaining general terms and conditions. The parties undertake to replace ineffective or impracticable provisions of these GRC from the time of ineffectiveness with effective ones that come as close as possible to the economic goal pursued by these GRC. The regulations according to Sentences 1 and 2 apply accordingly if there is a gap in these GRC or if there is a gap in these GRC later.

(As of 1 September 2020)

Mietkleidung24 • Messering 8b • 01067 Dresden

Fon 03 51-89 66 56-0 • Fax 03 51-89 66 56-699 • Mail [info@mietkleidung24.de](mailto:info@mietkleidung24.de) • [www.mietkleidung24.de](http://www.mietkleidung24.de)

Vertretungsberechtigte GF.: Peggy Hering | Isabel Beck | Elisa Lademann • Gesellschaft mit beschränkter Haftung • Sitz: Dresden • HRB 26249

UST.-ID-Nr. DE258050150 • Ostsächsische Sparkasse Dresden • IBAN DE51 8505 0300 3100 2060 01 • BIC OSDD DE81 XXX

Ein Angebot der Blaumond GmbH