

Terms and conditions

Last updated: 2 October 2026

§ 1 Scope and contracting party

These terms and conditions apply to all contracts between MBU GmbH, trading as LOFT45 (Paulusstraße 45A, 33602 Bielefeld) and its members or booking parties.

The language version of these terms selected at checkout applies to the booking. Individual agreements take precedence over these terms.

§ 2 Services, prices and booked period

LOFT45 provides the space or resource described in the relevant offer for the specifically booked period. The scope of service, date and time, total price, included VAT, booking terms and cancellation policy applicable to the booking are set out in the offer and booking confirmation.

A direct booking applies only to the finite period specified in it. These terms do not create automatic renewal or additional notice periods. Individually agreed office contracts are governed by their own terms.

§ 3 Direct booking, enquiry and contract formation

For offers marked as direct booking, the booking party can accept the displayed offer in checkout. An enquiry, by contrast, is non-binding and is not yet an offer to enter into a paid contract. An enquiry confirmed by LOFT45 is a time-limited offer on the service, date and time, price, tax and cancellation terms displayed there.

A contract for a direct booking or confirmed offer is formed only once LOFT45 has verified successful payment completion with an authenticated SumUp check and completed the booking. A success message from the payment widget, Apple Pay or Google Pay alone is not payment or booking confirmation.

The decisive time is when SumUp confirms successful payment completion: if it occurred no later than the expiry of the booking offer, LOFT45 may verify the payment later and complete the booking. If it occurs only after that, no contract is formed and the amount paid is refunded in full.

§ 4 Private and business bookings

A private booking is made by a natural person acting predominantly outside commercial or self-employed professional activity. A business booking is made for a business or while carrying out commercial or self-employed professional activity. Work-related use by an employee alone does not make a booking a business booking.

The customer type declared at checkout and the contracting party are stored with the booking. An account books only in the customer type stored for it; a separate account is required for a different customer type. This does not replace the statutory classification according to the actual contractual purpose and contracting party, and does not waive mandatory consumer rights.

§ 5 Payment

The total price displayed at checkout is the gross final price owed for the booking, including VAT. No further payments are due for that booking. Payment is processed through SumUp; card payments and, where available at checkout, Apple Pay or Google Pay are offered.

Payment is complete for contract formation only after its successful status has been verified with SumUp and LOFT45 has completed the booking. Until then, payment may still be pending or uncertain.

§ 6 Cancellation and withdrawal

A cancellation may be declared through booking management on the website or by email to info@mbugmbh.de. Receipt by LOFT45 is decisive for the contractual cancellation deadline; timing and deadlines use the Europe/Berlin time zone. A free cancellation window shown in the booking record applies up to and including its end time. For multi-day bookings, the start of the entire booking is decisive.

The cancellation policy displayed when concluding a business booking and stored in the booking record applies to business bookings. Statutory withdrawal rights remain unaffected for private bookings. No contractual cancellation charge is imposed for a valid withdrawal.

A withdrawal is timely if the declaration is sent before the deadline; receipt by LOFT45 is not decisive for that purpose. Where service begins before the expiry of a withdrawal period at the consumer's express request, the statutory requirements exclusively govern any payment for value received. A statutory withdrawal right does not expire merely because a booked time slot ends.

After a free cancellation window expires, LOFT45 charges only proven actual loss, capped at the percentage of the gross booking price stored in the booking record at conclusion. Saved expenses and income from replacement bookings or other use are deducted. No charge is made without proven loss; the booking party remains entitled to prove that loss was lower or did not occur.

§ 7 Failure to attend

If the booking party does not use the service for a reason within its own circumstances, statutory claims and credits remain decisive. LOFT45 credits saved expenses and income from reletting or other use; these terms do not establish a blanket charge of 100%.

§ 8 Rebooking

A rebooking requires available capacity and LOFT45's express agreement. There is no entitlement to rebooking. Before a binding change, we inform you of the new date and total price; the change takes effect only with your agreement. We do not charge a separate rebooking fee. Without agreement, the original booking remains in place; statutory rights remain unaffected.

§ 9 Liability

Statutory liability provisions apply. These terms contain no exclusions or limitations of liability.

§ 10 Contract confirmation and documents

The terms applicable at conclusion are available for download before the contract is formed. Afterward, LOFT45 provides the contract confirmation with the contract content and the documents applicable at conclusion on a durable medium; the terms in the same version are attached to the booking confirmation as a PDF before service begins.

Consumer dispute resolution / universal arbitration board

We are neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.