

Neue Dorint GmbH, Cologne

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope

1. These Terms and Conditions apply to contracts for the letting of Hotel rooms for accommodation and to all other customer-related activities and services provided by the Hotel (hereinafter called "the Hotel").
2. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, require the prior written approval of the Hotel (whereby Article 540 paragraph 1 clause 2 of the German Civil Code (BGB) will be waived).
3. The customer's own Terms and Conditions shall only apply if they have previously been expressly agreed in writing.
4. For the purpose of these Terms and Conditions, a customer shall be understood as a consumer or a business concern in terms of Articles 13 and 14 of the Civil Code.

II. Contract agreement, contracting parties and limitations

1. The contract becomes valid when the Hotel accepts the customer's application. If the Hotel makes the customer a firm offer, then the contract takes effect from the customer's acceptance of the Hotel's offer. In either case it is open to the Hotel to confirm the room reservation in writing.
2. The contracting parties are the Hotel and the customer. If a third party has placed a reservation on behalf of the customer, the customer and the third party shall be jointly liable to the Hotel for all obligations arising from the Hotel contract, provided that the third party shall provide the Hotel with an appropriate statement to this effect.
3. Any claims made by the customer or a third party against the Hotel shall lapse 1 year after their declaration which initiates the normal limitation period in accordance with Article 199 paragraph 1 of the Civil Code. Claims for compensation against the Hotel lapse at the latest after a term of 5 years, irrespective of the time of cognizance. These limitations do not apply in the event of claims involving wanton or grossly negligent breaches of duty on the part of the Hotel, or bodily injury or damage to health that is attributable to the Hotel, or loss of life attributable to the Hotel.

III. Services, tariffs, payment, offsetting

1. The Hotel is obliged to make available the rooms that the customer has reserved and to provide the services that have been agreed.
2. The customer is obliged to pay the current or agreed Hotel prices to hire the room and any other services he has made use of. This also applies to services and expenses that he requests the Hotel to make over against third parties. The agreed prices shall include turnover tax at the appropriate rate according to law.
3. The Hotel is entitled to take into account increased prices for rooms or other Hotel services when determining whether or to what extent to concur with subsequent customer wishes for a reduction in the number of rooms or Hotel services and/or the length of period booked by the customer.
4. Hotel invoices without a payment date are payable in full within 10 calendar days of receipt. The Hotel is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the Hotel is entitled to demand the appropriate legal late payment interest of 8% above the current basic interest rate or 5% above the basic interest rate in the case of legal transactions involving the customer. Furthermore, the Hotel shall charge a fee of € 5 for every reminder on payment arrears that it sends. The Hotel reserves the right to provide evidence of entitlement to a higher claim to damages.
5. When the contract is agreed, or subsequently in accordance with the legal regulations governing package holidays, the Hotel is entitled to request an appropriate advance or security deposit. The amount of advance payment and the payment deadlines may be agreed in writing in the contract.
6. In individual substantiated cases, e.g. customer payment arrears or extension of the scope of the contract, the Hotel is entitled, even after the contract has been agreed, to demand an advance payment or a security deposit in terms of section 5 above, or to increase the contractually agreed advance payment and/or security deposit up to the full payment amount due.
7. The customer can only offset or reduce the Hotel's payment demands by means of an unchallenged legal claim.

IV. Withdrawal of the customer (counter-order or cancellation) / failure to make use of the Hotel's services (no show)

1. The Hotel shall grant the customer the right to withdraw from the contract at any time. For this, the following provisions apply:
 - a) In the event that the customer has chosen a booking that cannot be changed or cancelled, and at the time of reservation has accepted that the full price of his stay will be deducted (from his credit card), this amount is then not refundable.
 - b) In the event that the customer withdraws from the booking, the Hotel shall have claim to appropriate compensation. The Hotel has the choice to levy a flat rate cancellation fee instead of calculating the actual loss involved. The flat rate cancellation fee shall amount to 90% of the contractually agreed price for overnight stays, including or excluding breakfast, 70% of the contractually agreed price for overnight stays with half board, and 60% of the contractually agreed price for overnight stays with full board. The customer is at liberty to provide evidence that the Hotel has suffered no loss or that its losses are lower than those claimed through the flat rate compensation fee.
 - c) The deduction of expenditure savings is covered by the above provision. The customer is at liberty to provide evidence that the above outlined entitlement has not arisen or has not arisen to the amount claimed.
 - d) Insofar as the Hotel calculates its actual losses, the maximum amount of compensation shall equal the contractually agreed price of the services to be supplied by the Hotel less the value of the expenditure saved by the Hotel together with the amount that the Hotel acquires through the alternative use of the Hotel's services.
2. The compensation regulations referred to above shall apply if the customer does not claim the room or services he has reserved without informing the Hotel of this in good time (no show).
3. The Hotel has no claim for compensation if it has granted the customer an option in his contract to withdraw from the contract within a specified time period without further legal consequences. The date of receipt of withdrawal notice by the Hotel shall be definitive. The customer must declare his intent to withdraw in writing.

V. Withdrawal by the Hotel

1. Provided that the customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Hotel is also for its part entitled to withdraw without penalty within this time period if applications from other customers for rooms reserved under contract are to hand, and the customer does not waive his right to withdraw when contacted by the Hotel.
2. The Hotel is also entitled to withdraw from the contract if an advance payment as agreed or as demanded in accordance with III. paragraph 5 is not made, even after an appropriate period of grace set by the Hotel has elapsed.
3. Furthermore, the Hotel is entitled to withdraw from the contract in exceptional circumstance, if so justified for well-founded reasons, especially in the event that:
 - an act of God or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - rooms are booked giving a misleading or a false description of essential facts (e.g. in respect of the customer or the purpose);
 - the Hotel has good grounds for supposing that the use of the Hotel services might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye in a way that is beyond the control or scope of the Hotel's organisation;
 - there is any breach of I. paragraph 2.
4. If the Hotel justifiably withdraws, the customer shall make no claim for compensation.

VI. Provision, handing over and returning the room

1. The customer has no right to demand the provision of specific rooms.
2. The reserved rooms shall be available to the customers by 3 p.m. at the earliest on the agreed date of arrival. Reserved country houses / apartments shall be available to customers by 5 p.m. at the earliest on the agreed date of arrival. The customer has no right to demand that rooms should be provided earlier.
3. On the agreed date of departure, rooms must be vacated and at the Hotel's disposal by 12 noon at the latest. Country houses / apartments must be placed at the Hotel's disposal by 10 a.m. at the latest on the agreed departure date. If there is delay in vacating the room / country house or apartment, the Hotel may invoice for its use beyond the contract period up to 6 p.m. at 50% of the current daily letting price, and at 100% from 6 p.m. onwards. Any contractual claims made by the customer cannot be justified on these grounds. The customer is at liberty to provide evidence that the Hotel had no claim or a significantly lower claim on payment for its use. Moreover, the Hotel reserves the right to establish proof of and charge for a higher rate of compensation.

VII. The Hotel's liability

1. The Hotel shall be responsible for its obligations arising from the contract, exercising the care expected of a prudent businessman. The Hotel shall, in principle, be liable only for legal and contractual claims arising from willful or grossly negligent behaviour. By way of exception, the Hotel shall be liable for minor negligence in the case of damages arising from breach of fundamental contractual obligations or of injuries to life, limb or health. In the case of damages arising from the breach of fundamental contractual obligations, liability shall be limited to foreseeable and contractually typical damages. The Hotel shall not be liable for consequential damages or indirect damages. Exclusions and limitations of liability shall apply in the same manner for legal representatives or agents of the Hotel. Should any faults or shortcomings arise in the services provided by the Hotel, the Hotel will make every effort to correct this if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to make reasonable effort to rectify any fault or minimise any possible loss or damage, and to bring any faults or damage immediately to the Hotel's attention. The customer is also obliged to advise of the likelihood of any possible serious loss or damage without delay.
2. In accordance with the legal provisions of §§ 701 ff. of the Civil Code, the hotel is liable to the customer up to a maximum sum of € 3,500 for items brought into the hotel. In the case of cash, securities and valuables, the sum of € 3,500 is replaced by the sum of € 800. Storage in the hotel or room safe is always recommended. For all further liability on the part of the hotel, the terms of 1 sentences 2-5 above shall apply.
3. Though the customer may be offered a parking space in the Hotel garage or car park, this shall not form a contract for its safekeeping, even if a parking fee is paid. The Hotel shall not assume liability for loss or damage to any vehicle parked on the Hotel's property, or its contents, except in the event of wantonness or gross negligence on the part of the Hotel. This also applies to the Hotel's agents. The terms of 1 sentences 2-5 above apply.
4. Instructions for wake-up calls shall be carried out carefully. Messages, post and the sending of trade samples for the customers shall also be treated with great care. The Hotel will undertake to deliver or keep such items (at the Hotel), or to send them on if desired, for a fee. The terms of 1 sentences 2-5 above apply.

VIII. Final provisions

1. Any amendments or additions to this contract, the acceptance proposal or these Terms and Conditions for Hotel Accommodation must be made in writing. Any unilateral alterations or additions by the customer shall be void.
2. The contract shall be executed and payment shall be made at the company office of the Hotel concerned.
3. The sole court of jurisdiction for commercial transactions, including cheque and currency disputes, shall be Cologne. Provided that a contracting party fulfils the requirements of Article 38 paragraph 2 of the Code of Civil Procedure and has no general place of jurisdiction within Germany, the Hotel's registered office shall act as the place of legal jurisdiction.
4. German law alone shall apply to this contract.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation prove inoperable or be or become null and void, the effectiveness of the other provisions shall remain unaffected. Otherwise, the statutory provisions shall apply.