

# General Terms and Conditions for Hotel Accommodation Contracts for Dorint Hotels & Resorts in Switzerland

## I. Scope

1. These Terms and Conditions apply to contracts for the letting of the Hotel rooms for accommodation and 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 [Article 540 paragraph 1 clause 2 of the Civil Code will be waived].
3. The Terms and Conditions of the customer will only apply if they have previously been expressly agreed in writing.
4. Within the meaning of the Terms and Conditions, customers are consumers or business concerns as described in 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 responsible to the Hotel for all obligations arising from the Hotel contract, provided that the customer 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 dereliction 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 the rooms available 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.
3. The agreed prices shall include turnover tax at the appropriate rate according to law. Should the period between the agreement of the contract and its fulfilment exceed 4 months, and should the price calculated by the Hotel for these services rise, then the contractually agreed price may also be increased proportionately, but only by a maximum of 5%.
4. Prices may be further adjusted if the customer subsequently wishes to alter the number of rooms reserved, the services required or the length of stay of the guests, and the Hotel agrees to this.
5. 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 CHF 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.
6. 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 guarantee payment. The amount of advance payment and the payment deadlines may be agreed in writing in the contract.
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.
  - c) 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.
  - d) If 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 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 6. 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. Preparing, handing over and returning the room

1. The customer has no right to demand that particular rooms are prepared for him.
2. The reserved rooms shall be available to the customers by 3 p.m. at the earliest on the agreed date of arrival. 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 prepared 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 reasonable trader. Any customer claims for compensation will not be countenanced. Exclusions to this apply to compensation arising from death, bodily injury or damage to health, if the Hotel has to answer for dereliction of duty, or other damages that involve a premeditation or negligent breach of duty on the part of the Hotel, or involve any premeditated or negligent breach of its contractual duties. A breach of duty by a legal representative or agent is equivalent to that of the Hotel itself. Should there be any faults or shortcomings 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 in good time.
2. The Hotel shall be responsible for items brought into the Hotel in accordance with the provisions of the law (Articles 701 and 702 of the Civil Code). Money, stocks and shares and valuables up to a total value of € 7,500 may be kept in the Hotel or room safe. The Hotel strongly recommends that customers avail themselves of this service. Any claims to liability shall be null and void if the customer does not report to the Hotel any loss, destruction or damage immediately after he has become aware of it (Article 703 of the Civil Code). See 1. sentences 2-4 above referring to the wider range of the Hotel's liabilities.
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. This also applies to the Hotel's agents. The terms of 1. sentences 2-4 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 proposal acceptance 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. Insofar as not in conflict with legislation in Switzerland, the 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. Insofar as not in conflict with legislation in Switzerland, German law shall apply to this contract.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation prove inoperable or are or become null and void, the effectiveness of the other provisions shall remain unaffected. For the rest, legal regulations shall apply.