General Terms and Conditions for Hotel Accommodation Contracts in German „Hommage“, „Dorint“ and „Essential by Dorint“-Hotels

I. Scope

The 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 respective Hotel, where under Hotel is hereinafter referred to as “the Hotel”, „Dorint“ and „Essential by Dorint“-Hotels located in the Federal Republic of Germany regardless of the person of the operator of the hotel (hereinafter referred to as “the Hotel operator”). „Dorint“ and „Essential by Dorint“-Hotels are operating under the brand of Dorint GmbH or Essential by Dorint GmbH, a entity which is affiliated with these entities pursuant to § 15 of the German Stock Companies Act (AktG) or becomes the acquirer of the aforementioned entities or a third party, who has managed by one of all aforementioned entities for the account of others. The term “Hotel Accommodation Contract” shall include and replace the following terms: lodging contract, guest qualification, or guest contract.

II. Contract agreement, contracting parties and limitations

1. The contract becomes valid when the Hotel accepts the customer’s application. If the Hotel makes this acceptance within 1 year after the date of the application, the normal limitation period in accordance with Article 199 paragraph 1 of the German Civil Code.

2. The contractual 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 contract, insofar as the third party shall provide the Hotel with an appropriate statement to this effect.

3. As a matter of principle, all claims made by the customer and/or the third party against the Hotel shall lapse 2 years after their declaration which meets the normal limitation period in accordance with statutory provisions. Fundamental contractual duties are duties, the fulfillment of which is substantial to the contract, and on which the customer may be held liable.

4. In the event of damages caused by negligence and arising from damage to life, limb or health.

5. In the event of material and financial damages caused by negligence, this limitation restrictions shall not apply. If a guest brings monies, securities and valuables with a value of more than EUR 800.00, the customer shall have to pay for them in a safe keeping agreement with the Hotel. Safe keeping in the Hotel or room safe is recommended at all times.

6. The customer shall always inform the Hotel of essential parties, especially in the event of the customer’s incapacity of payment or in the event of a change in his address because of a change in his address.

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 the room and any other services that he has been offered or has been offered to make over against third parties. The agreed prices shall be understood to include taxes and local duties at the rates applicable at the time the contract was agreed. This does not include local duties, such as visitors’ tax, which, in accordance with the respective local legislation, the guest is liable to pay personally. In the event of an increase, subsequent to the contract agreement, in the statutory rates for such duties or for the new introduction, alteration or withdrawal of local taxes duties relating to the subject of the agreement, then the contractually agreed price may also be increased proportionately.

3. If the customer does not make payments or contracts with consumers, this only shall apply should the period between the agreement of the contract and its fulfillment exceed 4 months.

4. The Hotel is entitled to take into account increased prices for rooms or other Hotel services when determining whether or not 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.

5. Hotel prices are payment due within 10 calendar days, except. The Hotel is entitled to demand payments outstanding at any time, and require immediate payment. If in the event that the Hotel has not been paid within 3 calendar days after the due date, the Hotel is entitled to charge a fee of EUR 5.00 for every calendar day on payment arrears that it sends. The Hotel reserves the right to provide evidence of any possible damage.

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 security deposit. The advance and payment deadlines may be agreed in writing in the contract.

7. In individual substantiated cases, e.g. customer payment arrears or extension of the scope of the contract, the Hotel is entitled, even after step contract has been agreed, to demand an advance payment or a security deposit in terms of paragraph 5 above, or to increase the contractually agreed advance payment and/or security deposit to full payment amount due.

8. The hotel can only offset or reduce the Hotel’s payment demands by means of an unalleged legal claim.

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

1. The customer’s withdrawal from a contract agreed with the Hotel is only possible if such withdrawal is a customer’s right, where this takes effect as the customer’s acceptance of the Hotel’s offer or as the Hotel’s offer.

2. The Hotel is entitled to demand payments outstanding at any time, and require immediate payment. In the event that the Hotel has not been paid within 3 calendar days after the due date, the Hotel is entitled to charge a fee of EUR 5.00 for every calendar day on payment arrears that it sends. The Hotel reserves the right to provide evidence of any possible damage.

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IV. Waiver of the customer’s withdrawal

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