

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT FOR THE GERMAN HOTELS UNDER THE BRANDS ESSENTIAL BY DORINT, DORINT HOTELS & RESORTS AND HOMMAGE LUXURY HOTELS COLLECTION

I. Scope

- These terms and conditions apply to contracts regarding the rental use of hotel rooms for accommodation as well as other supplies and services rendered by the respective hotel, whereby hotel is understood to be all "Dorint", "Essential by Dorint" and "Hommage" hotels located in the Federal Republic of Germany regardless of the identity of the person who operates the services (hereinafter each of them referred to as "hotel"). In this sense, an operator can be Dorint Hotels Betriebs GmbH (AG Köln, (Commercial Register) HRB 119364), Essential by Dorint GmbH (AG Köln, HRB 98777) or 5HALLS HOMMAGE HOTELS GmbH (AG Köln, HRB 98776), a company associated with these in accordance with § 15 AktG, a licensee of the aforementioned parties or of a third party whose hotel business is managed by one of the aforementioned operators here for account of another. The term "hotel accommodation contract" encompasses and replaces the following terms: (guest) accommodation agreement, lodging agreement, hotel contract, hotel room contract.
- The subletting or re-letting of the rooms as well as their use for purposes other than accommodation requires the prior written agreement of the hotel, whereby Section 540 Paragraph 1 Sentence 2 BGB (German Civil Code) is waived.
- The customer's terms and conditions shall only apply if this has been expressly agreed in writing beforehand.
- For the purposes of these terms and conditions, customers are both consumers and entrepreneurs within the meaning of Sections 13, 14 BGB.

II. Conclusion of contract, contracting parties; statute of limitations

- The contract becomes effective through the hotel's acceptance of the customer's request. Should the hotel make the customer a binding offer, the contract becomes effective through the customer's acceptance of the hotel offer. The room booking should be confirmed in writing. In the event that the booking is made via the hotel's website, the contract becomes effective by clicking the "BOOK WITH OBLIGATION TO PAY" button.
- Contracting parties are the hotel and the customer. If a third party has booked on behalf of the customer, the customer is liable to the hotel together with the third party as joint debtors for all obligations from the hotel accommodation contract, provided that the hotel receives a corresponding declaration from the third party.
- All claims from the customer or third party against the hotel become time-barred generally after 1 year from the beginning of the knowledge-dependent regular limitation period within the meaning of Section 199 Para. 1 BGB (German Civil Code). Claims for damages against the hotel, however, become time-barred no later than 3 years from the breach of duty, with the necessary awareness, and no later than 10 years from the breach of duty without the necessary awareness.

This reduction of the limitation period does not apply...

- in the case of claims based on intent or gross negligence on the part of the hotel – including its vicarious agents.
- in the event of damages caused by negligent conduct arising from injury to life, limb or health.

In the event of property and financial losses due to negligence, the reduced limitation periods do not apply in the case of a breach of an essential contractual obligation. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

III. Services, prices, payments, offsetting

- The hotel is obliged to keep the room booked by the customer available and to provide the agreed services.
- The customer is obliged to pay the hotel's current or agreed prices for the room rental and the other services they use. This also applies to hotel services and expenses ordered by the customer to be paid to third parties. The agreed prices are inclusive of current taxes and local levies at the time of the formation of the contract. Not included are local levies that are owed by the guest themselves in accordance with the respective local law, such as visitor's tax. In the event of a change to the statutory VAT or the introduction, change or abolition of local levies on the subject of agreement after the formation of the contract, the prices will be adjusted accordingly. In contracts with consumers this shall only apply if the time period between the formation of the contract and fulfilment of the contract exceeds 4 months.
- The hotel can make its agreement to a customer's request for a subsequent reduction in the number of booked rooms, the hotel's services or the customer's length of stay dependent on increasing the price for the room or for other hotel services.
- Invoices issued by the hotel without a due date are payable within 10 calendar days of receipt of the invoice without deduction. The hotel is entitled to declare accrued receivables to be due at any time and to demand immediate payment. In the case of a late payment, the hotel is entitled to demand the respective current statutory default interest at the current rate of 9 percentage points or, in the case of legal transactions involving a consumer, at the rate of 5 percentage points above the base interest rate. In addition, the hotel can charge a fee amounting to 5 per reminder in the event of defaults. The proof and assertion of a higher damage remain reserved to the hotel.

- The hotel is entitled to demand an appropriate advance payment or security deposit during the formation of the contract or afterwards in consideration of the legal regulations for package holidays. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
- In justified cases, e.g., the customer is in arrears or the scope of the contract has been extended, the hotel is also entitled to demand an advance payment or security deposit after the formation of the contract within the meaning of Clause 5 or an increase in the advance payment or security deposit agreed in the contract up to the total agreed remuneration.
- The customer can only offset a claim of the hotel with an undisputed or legally valid claim.
- The customer agrees that the invoice can be sent to them electronically.

IV. Withdrawal of the customer (cancellation)/failure to make use of the hotel services (No Show)

- The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or in these General Terms and Conditions, if another legal right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. Agreement to a right of withdrawal as well as any possible consent to a cancellation of the contract must be made in writing.
- Provided that a deadline for the free withdrawal from the contract has been agreed between the hotel and the customer (option), the customer can withdraw from the contract until that point, without triggering payment or compensation claims from the hotel. The customer's right of withdrawal shall expire if they do not exercise their right to withdraw from the hotel in writing by the agreed deadline.
- If a right of withdrawal has not been agreed or has already lapsed, no statutory right of withdrawal or termination exists and the hotel does not agree to cancellation of the agreement, the hotel retains the claim to the agreed remuneration despite the failure to make use of the service. The hotel is to take the revenue from further renting of the rooms as well as the saved expenses into account. Should the rooms not be rented out otherwise, the hotel can then estimate the deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for an overnight stay with or without breakfast, as well as for package deals with third-party services, 70% for half board packages and 60% for full board packages. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed.
- Provided that the hotel calculates the compensation precisely, the compensation amount shall, at a maximum, be the amount of the contractually agreed price for the services provided by the hotel after deduction of the value of the expenses saved by the hotel as well as that which the hotel acquires through further uses of hotel services.
- The aforementioned provisions on the compensation shall apply accordingly if the guest does not make use of the booked room or the book services without communicating this in a timely manner (No Show).
- The hotel is entitled to charge the guest the agreed remuneration less the estimated saved expenses and to deduct this from the deposit, provided that this has been paid.

V. Withdrawal from the contract by the hotel

- Insofar as it has been agreed that the customer may withdraw from the contract free of charge within a specific period, the hotel is also entitled to withdraw from the contract free of charge during this period, in writing, if there are enquiries from other customers regarding the contractually booked rooms and the customer does not waive its right to withdraw at the hotel's request within 2 weeks. Should the guest let this period lapse without acting, the hotel is entitled to withdraw. This applies accordingly in the event of a concession of an option, if other enquiries exist and the customer is not ready to make a firm booking upon enquiry by the hotel with a time limit of 2 weeks.
- If an agreed or demanded advance payment or security deposit pursuant to III. Clause 5 is not made even after a reasonable grace period of 5 working days set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- Furthermore, the hotel is entitled to pronounce extraordinary withdrawal from the contract for objectively justified reasons, especially if...
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - rooms are culpably booked with misleading or false information or concealment of essential facts (e.g. regarding the identity of the customer, the solvency or the purpose of the stay);
 - the hotel has reasonable grounds to believe that the use of the hotel services may jeopardise the smooth business operations, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;
 - there is a breach of I. Clause 2;
 - the hotel has issued a house ban to the guest.
- In the event of justified withdrawal by the hotel, the customer has no claim to compensation.

VI. Room provision, handover and return

1. The customer is not entitled to the allocation of specific rooms, unless this has been expressly agreed.
2. Booked rooms are available to the customer from 3:00 p.m. at the earliest on the agreed day of arrival. Booked country houses/apartments are available to the customer from 5:00 p.m. at the earliest on the agreed day of arrival. The customer is not entitled to an earlier allocation.
3. On the agreed day of departure, the rooms are to be vacated and made available to the hotel no later than noon. The country houses/apartments are to be made available to the hotel no later than 10:00 a.m. on the agreed day of departure. After which, in the event that there is a delay in vacating the room/country house or apartment, the hotel can charge 50% of the currently valid daily accommodation rate for use exceeding the contract up until 6:00 p.m., then 100% from 6:00 p.m. onwards. As a result of this, contractual claims from the customer are not justified. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a user fee. Furthermore, the proof and assertion of a higher damage remain reserved to the hotel.

VII. Liability of the hotel

1. In the event of damages caused, the hotel shall be liable for wilful misconduct and gross negligence – including its vicarious agents – in accordance with the statutory provisions. The same applies to damages caused by negligent conduct arising from injury to life, limb or health. In the event of material or pecuniary damages caused by negligent conduct, the hotel and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely. Should disruptions or defects in the services the hotel provides occur, the hotel will endeavour to remedy them as soon as it becomes aware of them or immediately after receiving a complaint from a customer. The customer is obliged to make all reasonable efforts to remedy the disruption and keep any possible damage to a minimum, and to notify the hotel immediately of any disruption or damage.
2. For items brought by the customer, the hotel is liable to the customer up to no more than the amount of € 3,500 in accordance with the statutory provisions of Sections 701 et seq. BGB. For money, securities and valuables, the amount of € 800 replaces € 3,500.

If the guest would like to bring money, securities or valuables with a value of more than € 800 or other items with a value of more than € 3,500, this requires a separate safekeeping agreement with the hotel. Storage in the hotel or room safe is generally recommended. For any further liability of the hotel, the above provision of VII Clause 1 applies.

3. If a parking space in the hotel garage or in a hotel car park – even for a fee – is made available to the customer, this does not initiate a safekeeping contract. In the event of loss or damage of vehicles – and their contents – parked or moved on hotel property, the hotel is only liable in accordance with VII Clause 1.
4. Wake-up requests are carried out by the hotel with the greatest care. Messages, post and consignments for the customer are also handled with the greatest care. The hotel will handle the delivery and storage (in the respective hotel) as well as – upon request – the forwarding, for a fee. Clause 1 above applies accordingly.

VIII. Final provisions

1. Amendments or supplements to the contract, the acceptance of a booking order or these general terms and conditions for the hotel accommodation contract must be made in writing. Unilateral amendments or supplements by the customer are invalid.
2. The place of performance and payment is the registered office of the respective hotel.
3. Exclusive legal venue – including disputes involving cheques and bills of exchange – in commercial transactions is in Cologne. Insofar as a contracting party fulfils the requirements of Section 38 Para. 2 ZPO (Code of Civil Procedure) and does not have a general place of jurisdiction within the country, the place of jurisdiction shall be the registered office of the hotel.
4. German law applies exclusively. The use of the UN Sales Convention and the conflict of laws is excluded.
5. Should individual provisions of these general terms and conditions for the hotel accommodation contract be or become void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.

As of: September 2024