

GENERAL TERMS AND CONDITIONS FOR PACKAGE HOLIDAY CONTRACTS FOR THE GERMAN HOTELS UNDER THE BRANDS ESSENTIAL BY DORINT, DORINT HOTELS & RESORTS AND HOMMAGE LUXURY HOTELS COLLECTION

I. Scope

1. These terms and conditions apply to all package holiday contracts entered into between the respective operators of a "Dorint", "Essential by Dorint" and "Hommage" hotel within Germany (hereinafter referred to as "hotel") and a traveller (hereinafter referred to as "customer"). In this sense, an operator can be Dorint GmbH (AG Köln, HRB 59251), 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. Thus, for all of the services agreed to be provided and the rights and obligations contained in the package holiday contract (hereinafter referred to as "contract").
2. For the purposes of these general terms and conditions, customers are both consumers and entrepreneurs within the meaning of Sections 13, 14 of the German Civil Code (hereinafter referred to as "BGB").

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

1. 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 offer. 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.
2. The hotel will provide the customer with a copy or confirmation of the contract on a durable medium upon or immediately after formation of the contract. If the customer requests it, the hotel will provide a copy or confirmation of the contract on paper.
3. 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 contract, provided that the hotel receives a corresponding declaration from the third party.
4. The customer can declare on a durable medium up to seven days before the beginning of the trip that a third party enters into the rights and obligations under the travel contract instead of them. The hotel can object to the entry of the third party if the third party does not fulfil contractual travel requirements.
5. Should a third party enter into the contract, the third party and the customer are liable to the hotel as joint debtors. The hotel is at liberty to demand proof of additional costs actually incurred and reasonable as a result of the entry.

III. Services, prices, payments, offsetting

1. The hotel is entitled to raise the travel price unilaterally by up to 8% of the total travel price if the increase in the travel price arises as a direct result of a price increase that occurred after the formation of the contract for
 - a) the transport of persons due to higher costs for fuel or other energy sources,
 - b) increases in taxes and other duties for agreed travel services such as tourist taxes, port or airport fees, or
 - c) a change to the applicable exchange rates for the package holiday concerned.
2. The hotel will clearly and precisely inform the customer on a durable medium about the price increase and its reasons and disclose the calculation of the price increase in the process. A price increase is only valid if it complies with these requirements and the customer is informed about it no later than 20 days before the beginning of the trip.
3. The customer can demand that the travel price be reduced if and when the prices, duties or exchange rates mentioned in Paragraph 1 Subparagraphs a) to c) of these general terms and conditions have changed after the formation of the contract and before the beginning of the trip thus resulting in lower costs for the hotel. If the customer has paid more than the amount owed, the surplus is to be refunded by the hotel. The travel operator may deduct the administrative expenses actually incurred from the surplus to be refunded. At the request of the traveller, the travel operator should provide evidence of the amount of administrative expenses incurred.
4. The hotel is entitled to demand appropriate advance payments or security deposits after the formation of the contract in consideration of the statutory regulations. Thus, the hotel may only demand or accept payments by the customer of the travel price before the end of the package holiday if an effective customer funds protection contract exists and the customer has been provided with the name and contact details of the customer fund protection provider in a clear, understandable and prominent manner.
5. The customer can only offset a claim of the hotel with an undisputed or legally valid claim.
6. The customer agrees that the invoice can be sent to them electronically.

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

1. The customer can withdraw from the contract at any time before the beginning of the trip. Should the customer withdraw from the contract, the hotel is no longer entitled to the agreed travel price. However, the hotel can demand a reasonable compensation in the amount of the compensation rates mentioned below:
 - a) Withdrawal declaration up to the 31st day before the beginning of the trip: 20% of the total travel price

- b) Withdrawal declaration from the 30th to the 22nd day before the beginning of the trip: 35% of the total travel price
- c) Withdrawal declaration from the 21st to the 15th day before the beginning of the trip: 45% of the total travel price
- d) Withdrawal declaration from the 14th to the 8th day before the beginning of the trip: 60% of the total travel price
- e) Withdrawal declaration from the 7th to the 1st day before the beginning of the trip: 75% of the total travel price
- f) Withdrawal declaration from the beginning of the trip/no-show: 90% of the total travel price provided that they are not responsible for the withdrawal or unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which considerably impair the performance of the package holiday or the transport of persons; circumstances are unavoidable and extraordinary if they are not subject to the control of the hotel and their consequences could not have been avoided even if all reasonable precautions had been taken.

2. The compensation rates mentioned under IV. Clause 1 a) to f) of these general terms and conditions were calculated according to the following:
 - a) Time period between the declaration of withdrawal and the beginning of the trip,
 - b) the expected hotel expenses saved and
 - c) the expected acquisition through other use of the travel services.The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed.
3. For the assertion of the compensation rates mentioned under IV. The receipt of the customer's withdrawal declaration by the hotel is decisive for the lump sum compensation specified in Clause 1 a) to f) of these general terms and conditions. The hotel is entitled to charge the guest the compensation rates and to withhold the advance payment.
4. The hotel can withdraw from the contract before the beginning of the trip on the basis of unavoidable exceptional circumstances which prevent it from fulfilling the contract; in this case, the hotel must declare its withdrawal immediately after becoming aware of the reason for withdrawal.
5. Should the hotel withdraw from the contract, it is no longer entitled to the agreed travel price. If the hotel is obliged to refund the travel price as a result of a withdrawal, it must do so immediately, and in any case within 14 days of the withdrawal.
6. Declarations of withdrawal must be received by the party to be declared on a durable medium.

V. Limitation of liability

1. The liability of the hotel for damage arising from a breach of contractual and/or statutory obligations is limited to intentional and grossly negligent conduct.
2. Notwithstanding the above limitation of liability, the hotel is liable for slight negligence in the event of a) damages arising from injury to life, limb or health, and b) damages arising from the breach of essential contractual obligations. An essential contractual obligation exists if the breach concerns an obligation on whose fulfilment the customer has relied and could have relied. c) Furthermore, the hotel is liable for damage provided that mandatory provisions of the Product Liability Act and other mandatory statutory provisions stipulate an unlimited liability.
3. The hotel's liability to customers for damages that are not physical injuries and that have not been culpably caused is limited to three times the travel price.
4. The limitation of liability mentioned above in V. of these general terms and conditions also applies to employees, legal representatives and other vicarious agents of the hotel.
5. For items brought by the customer, the hotel is liable to the customer for up to no more than an 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 provisions pursuant to V. Clauses 1 to 4 of these general terms and conditions apply.
6. 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 V. Clauses 1 to 4 of these general terms and conditions.
7. 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. The above provisions under V. Clauses 1 to 4 of these general terms and conditions apply accordingly.

VI. EU Consumer arbitration board

In accordance with the legal obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): ec.europa.eu/consumers/odr

However, the hotel does not participate in dispute resolution procedures before consumer arbitration boards.

VII. Final provisions

1. Amendments or supplements to the contract, the acceptance of a booking order or these general terms and conditions are to be made in writing, unless otherwise stipulated in these general terms and conditions or in statutory provisions.
2. The place of performance and payment is the registered office of the respective hotel or registered office of the respective operating company.
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 events be invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.

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