

# General Terms and Conditions of the Hotel Accommodation Agreement for the Swiss Hotels of the Dorint Group of Hotels

## I. Scope of Application

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 respective Dorint hotel in Switzerland (hereinafter referred to as "the Hotel"). The term "Hotel Accommodation Contract" shall include and replace the following terms: lodging contract, guest admission contract, hotel contract, hotel room contract.
2. The sub-letting or re-letting of rooms and use of the rooms for any purpose other than accommodation is subject to the prior approval of the hotel in writing.
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, customers are consumers and/or entrepreneurs in terms as prescribed by law.

## II. Contract agreement, contracting parties

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 with the customer's acceptance of the Hotel's offer. If a booking is made via the internet, then the contract takes effect when the "ORDER WITH AN OBLIGATION TO PAY" button is clicked. In either case, the Hotel is at liberty to confirm the room bookings in writing. Confirmation by e-mail shall be considered as written confirmation.
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 and severally liable to the Hotel for all obligations arising from the Hotel Accommodation Contract, insofar as the third party shall provide the Hotel with an appropriate statement to this effect.

## 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 currently applicable Hotel prices to hire the room(s) 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 are inclusive of the respective statutory value added tax.
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 statutory late payment interest of 5% as well as a fee of CHF 5.00 for every reminder of payment arrears that it sends. The Hotel reserves the right to provide evidence of and to enforce entitlement to a higher claim to damages.
5. When the contract is agreed, or subsequently, the Hotel is entitled to demand an appropriate advance or security deposit. The amount of advance payment and the payment deadlines shall be agreed in writing and/or in accordance with the appropriate rates quoted on the Hotel's website.
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 paragraph 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 any demands for payment made by the Hotel by means of an undisputed and legally binding 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 right of withdrawal is expressly agreed in the contract, if some other statutory right of withdrawal applies, or if the Hotel expressly agrees to the cancellation of the contract. The agreement of a right to withdrawal and any such agreement to the cancellation of the contract should each be submitted in writing.
2. Provided that a date (optional) for withdrawal from the contract without penalty has been agreed between the customer and the Hotel, the customer may withdraw from the contract without penalty up to this date, without the Hotel making any claim for payment or compensation. The customer's right to withdrawal is extinguished if he does not exercise his right to withdraw vis-à-vis the Hotel in writing by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, then no statutory right of withdrawal or cancellation shall be deemed to apply, and should the Hotel not agree to cancellation of the agreement, then the Hotel retains the right to claim the agreed payment even if the services have not been utilised. The Hotel is obliged to balance against its claim income from other rental made of the rooms and from expenses saved. If the rooms are not otherwise let, the Hotel is entitled to apply a flat rate reduction for expenditure saved.

In such cases the customer is obligated to pay at least 90% of the contractually agreed price for overnight stays, with or without breakfast, and for package arrangements involving outside services, 70% for overnight stays with half board, and 60% for full board arrangements. The customer is entitled to provide evidence that such claims have not arisen or are unjustifiably high.

4. 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.
5. The compensation regulations referred to above shall apply accordingly if the customer does not claim the room or services he has reserved without informing the Hotel of this in good time (no show).

## 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 within 2 weeks of having been contacted to this end by the Hotel. In the event of the customer failing to respond within this deadline, the Hotel is entitled to withdraw.
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, financial solvency or the purpose of the accommodation);
  - 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 have no right to claim for compensation.

## VI. Provision, handing over and returning the room

1. Unless otherwise expressly agreed, the customer has no right to demand the provision of specific rooms.
2. The reserved rooms shall be available to the customer by 3:00 p.m. at the earliest on the agreed date of arrival. Reserved country houses / apartments shall be available to the customer by 5:00 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 12:00 noon at the latest. Country houses / apartments must be placed at the Hotel's disposal by 10:00 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 6:00 p.m. at 50 % of the current daily letting price, and at 100 % from 6:00 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 is liable in principle for all legal and contractual claims arising only from wilful or grossly negligent behaviour. The hotel's liability excludes consequential or indirect damages. Exclusions of liability and limitations shall apply equally to a legal representative or vicarious agents. In the presence of deficiencies and flaws in the services of the hotel, the hotel shall, upon coming to know this or upon receiving a complaint from a client directly, endeavour to take remedial action. It is incumbent on the client to do what he/she is reasonably expected to do to help remove the deficiencies and keep a possible damage to the minimum, as well as inform the hotel immediately about all defects and damages.
2. The hotel's liability to the client for items brought in by the client shall not exceed CHF 1000.00 as per the statutory provisions (Art. 487-489 OR).
3. Provision of parking space in the hotel garage or hotel parking lot, even against payment, is not tantamount to an agreement of safekeeping. The hotel's liability for loss or damage of parked or shunted vehicles and their contents on the hotel property is restricted to that under Number 1 of Clause VII.
4. Wake-up requests shall be met by the hotel with utmost diligence. News, mail and shipments for the client shall be given equal attention. The hotel accepts delivery and storage (at the hotel in each case) and upon request, forwarding of the same against payment. The aforementioned clause number 1 shall apply mutatis mutandis.

## VIII. Final provisions

1. Any amendments or additions to this contract, the acceptance proposal or these General Terms and Conditions for Hotel Accommodation Contracts must be made in writing. Any unilateral alterations or additions by the customer shall be void.
2. Place of fulfilment and place of payment shall be the same as the registered office of the respective Hotel.
3. The exclusive place of jurisdiction shall be the same as the registered office of the Hotel for entrepreneurs, for consumers the applicable law is crucial.
4. Swiss law shall apply exclusively.
5. In the event of individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts being or becoming ineffective or void, the validity of the remaining provisions hereof shall in no way be affected. Otherwise, statutory provisions shall apply.

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