



## **General Terms and Conditions** **for Hotel Accommodation Contracts**

### **1. Scope of Applicability**

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer in this connection (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
2. The prior consent in text form of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes.

### **2. Room Availability, Delivery and Return**

1. Reserved rooms are available to the customer starting at 4:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. The customer does not acquire the right to be provided specific rooms.
2. Rooms must be vacated and made available to the hotel no later than 11:00 noon on the agreed departure date.

### **3. Conclusion of Contract, Parties**

1. With his application (written or verbal) the customer provides a binding offer to the hotel to conclude an accommodation contract.
2. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in text form.
3. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.

### **4. Prices, Payment, Set-Off**

1. In order to guarantee the booking, credit card details have to be provided in advance by the customer.
2. For stays longer than 8 nights a weekly payment is required.



3. In case of assumption of costs by a company, the hotel is entitled to require a reasonable advance payment.
4. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.

For group and quota bookings as well as voucher redemptions the following conditions apply:

The hotel requires a 50% advance payment two weeks prior to the arrival date; the respective pro-forma invoice will be prepared and sent by the hotel in due time. The remaining balance will be invoiced after the guests' departure. The hotel requires a comprehensive list of names of all guests at least two weeks prior to the arrival of the group.

Coupons/Vouchers must be paid in advance (via bank transfer or credit card). After reception of the payment, the hotel will send the voucher to the subscriber. A cash reimbursement is not possible.

The agreed prices shall include the respective statutory Value Added Tax.

#### **5. Repudiation by Customer (Cancellation, Annulment) / Failure to use Hotel Services (No Show)**

##### **→ For individual reservations:**

###### Standard booking:

Rooms can be canceled by customers free of charge until the arrival day 6:00 PM (hotel-local time), unless otherwise agreed. The hotel is obligated to keep the rooms reserved until 6:00 PM (hotel-local time); after 6:00 PM (hotel-local time) the reservation expires automatically and there is no entitlement to the room. No credit card details need to be provided.

###### Guaranteed booking:

Rooms can be canceled by customers free of charge until the arrival day 6:00 PM (hotel-local time), unless otherwise agreed. The hotel keeps the rooms reserved for late check-ins all night. This booking type requires the provision of credit card details, but the payment will only be effectuated upon arrival. In case of no-show or cancellation after the expiry of the cancellation period, the customer's credit card can be charged with 90% of the ordered services.

**Cancellation policies that deviate from the above regulations, i.e. during fairs and congresses, will be communicated separately to the customer in the confirmation letter.**



→ **For group and quota bookings:**

The cancellation policy for group and quota bookings are negotiated individually with each customer and are described in the respective agreement for hotel room reservation.

**6. Smoking clause**

1. In all rooms, apartments and hotel areas smoking is absolutely prohibited.
2. In case of violation of the smoking regulations described above, the customer is obliged to cover the expenses for all required cleaning measures (including professional cleaning of all objects and textiles by an external company) and to pay compensation for any occurred damage. Furthermore, the hotel's loss of rent has to be covered by the customer. This claim of loss of rent is fixed to the sum of 150.00€ per day. It is the responsibility of the customer to provide evidence that no damage occurred or that the damage deviates significantly from the agreed fixed sum.

**7. Cancellation by Hotel**

1. The hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - rooms and spaces are reserved with culpably misleading or false information regarding material contractual facts, such as the identity of the customer or the purpose of his stay;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization.
2. The customer can derive no damage compensation rights from justified cancellation by the hotel.



## **8. Lodging tax**

The city of Dresden had decided to set a lodging tax for accommodation since the 01.07.2015. In addition to the lodging price comes the lodging tax and has to be paid in the hotel. To inform about the amount just follow the link:

[http://www.dresden.de/de/rathaus/dienstleistungen/beherbergungssteuer\\_d115.php?shortcut=beherbergungssteuer](http://www.dresden.de/de/rathaus/dienstleistungen/beherbergungssteuer_d115.php?shortcut=beherbergungssteuer).

ATTENTION!! The tax will be calculated just by the lodging price without any extras or breakfast.

Excluded are job related stays. For this we need an informal certification from the employer for every single stay, with the following information:

- name and address of the employer or the educational institution and
- name and date of birth of the customer and
- the period of stay

Therefore, please bring for every single stay since 01.07.2015 your certificate of exemption from your employer with you or send it to us by E-Mail. You can find more forms of the city Dresden at the stated link.

## **9. Final Provisions**

1. Amendments and supplements to the contract, the acceptance of applications or these General Terms and Conditions should be made in text form. Unilateral amendments and supplements by the customer are not valid without explicit agreement by the hotel.
2. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.

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