

General Terms and Conditions for Hotel Accommodation Contracts

of DRESCHER Incoming & Tourismus GmbH/ Aparthotels An der Frauenkirche
Aparthotel „Altes Dresden“, Aparthotel „Am Schloss“, Apartments Am Altmarkt, Aparthotel „Münzgasse“,
Aparthotel „Neumarkt“,

I. Scope of application

1.
These terms and conditions govern contracts regarding the rental use of hotel rooms and/or apartments for accommodation as well as all and any further related supplies and services provided by the hotel for the Customer (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" shall comprise or replace the following terms: lodging contract, guest contract, guest accommodation contract, hotel contract, hotel room contract.
2.
The rented rooms may not be sublet or sub-rented or used for any purposes other than accommodation unless prior consent in text form has been given by DRESCHER Incoming & Tourismus GmbH, with Section 540 (1) second sentence of the German Civil Code (BGB) being waived if the Customer is not a consumer.
3.
General terms and conditions of the Customer shall be applicable only if previously and expressly agreed in text form.

II. Conclusion of contract, contracting parties

1.
The Customer's (written or oral) reservation shall mean the Customer's binding offer for entering into an accommodation contract with the company DRESCHER Incoming & Tourismus GmbH (hereinafter "DRESCHER"). The Customer shall be bound by such offer for a period of 4 days.
2.
The contract shall come into existence by acceptance of the Customer's reservation by DRESCHER. DRESCHER shall be at liberty to confirm the reservation of the room in text form.
3.
The contracting parties are DRESCHER Incoming & Tourismus GmbH on the one hand and the Customer on the other hand. If the order was placed by a third party, such third party and the Customer shall be jointly and severally liable vis-à-vis DRESCHER for all and any obligations arising from the hotel accommodation contract provided DRESCHER has a statement to this effect by the third party.

III. Services, prices, payment, security, set-off

1.
DRESCHER is obligated to keep available the rooms booked by the Customer under these General Terms and Conditions and to provide the agreed services.
2.
The Customer is obligated to pay DRESCHER the agreed or applicable prices for the provision of the room and any other services used by the Customer. This shall also apply to any services or expenditures provided or incurred by DRESCHER towards third parties on the Customer's request. The agreed prices are inclusive of statutory value-added tax as applicable.
3.
If the Customer wishes to change an existing reservation in order to reduce the number of rooms or nights originally booked or the extent of DRESCHER's services, DRESCHER can make its acceptance conditional on an increase of the price for the rooms and/or other hotel services.
4.
The payment for all booked services shall be made on the spot, when checking out at the latest, and can be made in cash, by EC card or credit card (Visa, Mastercard). Any other type of payment or due date must be agreed in writing by and between the parties.
5.
Exceptions to the foregoing provision are entrance tickets, booked entertainments, or any extra services. Entrance tickets, entertainment bookings or extra services are due and payable within 10 days of receipt of the related invoice.
6.
Upon conclusion of the contract, DRESCHER is entitled to demand a reasonable advance payment or security deposit from the Customer by way of credit card guarantee, down payment or similar. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In case of advance payments or security deposits for package tours, the applicable statutory provisions shall not be affected.

7.

In justified cases, e.g. in case of the Customer's default in payment or widening the scope of contract, DRESCHER is entitled, even after conclusion of the contract until the commencement of the stay, to demand an advance payment or security deposit within the meaning of the above III.6 or an increase in the agreed advance payment or security deposit up to the full amount of the agreed remuneration.

8.

Also, DRESCHER is entitled, at the beginning and during the Customer's stay, to demand the Customer to make a reasonable advance payment or security deposit within the meaning of the above III.6 for existing or future claims under the contract in case or to the same extent as such payment or deposit has not been made yet according to the above paragraphs 6 and/or 7.

9.

The Customer may set off a claim against a hotel claim only if the Customer's claim is undisputed or supported by a final and absolute court decision. This set-off restriction shall not apply in the event and to the extent of defects liability claims held by the Customer.

IV. Revocation (annulment, cancellation) by Customer / non-use of DRESCHER's services

1.

Due to the exception laid down in Section 312b (1) no. 6 of the German Civil Code (BGB), there is no statutory right of revocation in spite of the fact that the contracts contemplated herein are distance contracts.

2.

The Customer is granted the right to cancel the contract at no charge until 2 days prior to arrival date. Cancellation must be in writing. If notice of cancellation is given in due time, i.e. earlier than 2 days prior to arrival date, DRESCHER will make no payment or compensation claims. The Customer's right of revocation will expire if the Customer fails to exercise his/her right of revocation vis-à-vis Drescher in writing until 2 days prior to arrival date.

3.

For any cancellation at shorter notice or in case of rooms not being used by the Customer, DRESCHER shall deduct from the contractually agreed remuneration both the income obtained from renting the rooms to other parties and expenditure savings. If the rooms are not rented to other parties, DRESCHER can claim the agreed remuneration and make a lump-sum deduction for expenditures saved by DRESCHER. In such case, the Customer shall be obligated to pay 80% of the price agreed in the contract. The Customer shall be at liberty to prove that the aforementioned claim has not arisen at all or not in the amount claimed.

4.

The above paragraphs IV.2 and IV.3 shall not apply to group reservations or reservations made by commercial tour operators. In such case, the lump-sum amount for cancellation shall be as individually agreed directly at the moment of reservation. Group reservation shall mean any reservation made for 14 customers or more. Commercial tour operators shall mean entrepreneurs whose business activities include the operation and organisation of tours and travels.

V. Revocation by DRESCHER Incoming & Tourismus GmbH

1.

If the agreement gives the Customer the right to cancel the contract at no charge within a certain period of time, DRESCHER shall have the right to cancel the contract during the same time period if there are requests from other customers for accommodation in the contractually agreed rooms and if the Customer, on request by the hotel, does not waive his right of revocation.

2.

Also, if an advance payment or security deposit agreed in the contract or required under III.6 or III.7 above is not made after an appropriate grace period fixed by the hotel, the hotel shall be entitled to cancel the contract.

3.

Moreover, DRESCHER shall be entitled to extraordinary cancellation of the contract for a materially justifiable cause, e.g.:

- if an event of force majeure or other circumstances outside for which DRESCHER cannot be held responsible make it impossible to fulfil the contract;
- if rooms or spaces are booked by culpably giving misleading or false information on material contractual facts, such as the personal identity of the Customer or the purpose of the Customer's stay;
- if DRESCHER has justified cause to believe that the use of the hotel's services might jeopardize the smooth operation, safety or public reputation of DRESCHER Incoming & Tourismus GmbH without this being attributable to the hotel's sphere of control or sphere of organization;
- if the purpose or acceptance of the Customer's stay is illegal;
- if there is a breach of the above Art. I.2;
- if the Customer continues to disturb the peace in spite of a warning being given;
- if the Customer continues to behave in an unacceptable, especially insulting, manner towards employees or staff members of DRESCHER Incoming & Tourismus GmbH and/or guests, in spite of a warning being given.

4. The Customer cannot claim any compensation rights in case of justified cancellation by the hotel.

VI. Availability, access and vacation of rooms

1. The Customer acquires no right to be provided specific rooms unless confirmed in writing by DRESCHER.
2. Booked rooms are made available to the Customer at 15:00 (03 p.m.) of the agreed arrival date and the Customer must check in by 22:00 (10 p.m.) of the agreed arrival date. A later arrival must be agreed. If arrival after 10 p.m. was not agreed and if the guest failed to inform DRESCHER by 10 p.m. of the day of arrival that he/she might be late, DRESCHER shall have the right to rent the booked rooms to other parties after 10 p.m. without the Customer being entitled to any compensation claims. In such case, DRESCHER shall have a right of revocation. However, DRESCHER shall have no obligation to rent the rooms to other parties.
3. On the agreed departure date, the Customer shall vacate the rooms of DRESCHER by 11 a.m. at the latest. After 11 a.m., DRESCHER can demand additional €15.00 for each started hour due to extended use and late vacation of the room in excess of the contractual time. This shall not establish any contractual rights or claims. The Customer is at liberty to prove that DRESCHER has no claim at all or a much lesser claim for remuneration.

VII. Liability of the hotel, limitation period

1. DRESCHER shall be liable for its obligations arising from the contract. The Customer shall have no right to claim damages, except for the following: damages arising from injury to life, body or health due to a breach of obligation within the responsibility of DRESCHER; other damages due to a deliberate or grossly negligent breach of obligation by DRESCHER; and damages arising from a deliberate or negligent breach of typical contractual duties by DRESCHER. A breach of obligation by a legal representative or vicarious agent shall be deemed equivalent to a breach of obligation by DRESCHER. Should the services of DRESCHER be disturbed or defective, DRESCHER will endeavour to remedy the situation as soon as it gains knowledge of such disturbance or defect or immediately after notification thereof by the Customer. The Customer is obligated to do what is reasonable and acceptable to him/her to help remedy the situation and minimize potential damage. If the Customer culpably fails to report a defect, he/she shall have no right to any reduction of the contractually agreed remuneration.
2. DRESCHER shall be liable towards the Customer for things brought in by the Customer as laid down in Sections 701 et seq. of the German Civil Code (BGB). According to the civil code, liability is limited to 100 times the accommodation price for one day, but shall not exceed a maximum of €3,500.00 – and, in case of money, securities or valuables, shall not exceed a maximum of €800.00. Money, securities and valuables up to a maximum value of €5,000.00 can be deposited in the hotel safe or room safe. DRESCHER recommends doing so.
3. Providing the Customer with a parking space or parking bay, whether or not for payment, shall not be deemed to give rise to a custody agreement. DRESCHER accepts no liability for loss or damage of motor vehicles parked or moved within the hotel premises, or loss or damage of any items in such vehicles, except in case of deliberate action or gross negligence. Damage claims by the Customer are excluded, for which purpose the provisions of the above VII.1 sentences 2 to 4 shall apply mutatis mutandis
4. DRESCHER will perform wake-up calls with utmost care. Damage claims are excluded, except in case of deliberate action or gross negligence by DRESCHER or its legal representative or vicarious agents.
5. Messages, mail items and consignments of goods for the guests are handled with care. DRESCHER assumes the delivery, custody and – if desired –, in return for payment, the forwarding of such messages, items or goods as well as, if requested, lost property. Damage claims are excluded, except in case of deliberate action or gross negligence by DRESCHER or its legal representative or vicarious agents. DRESCHER shall be entitled, after a maximum custody period of one month and by charging a reasonable fee, to transfer the aforesaid items or goods to the local lost-property office.
6. The limitation period for damage claims of the Customer shall be two years commencing when the guest gains knowledge of the damage, or, regardless of such knowledge, three years commencing when the damaging event occurred. This shall not apply to liability for damages arising from injury to life, body or health and damages from a deliberate or grossly negligent breach of obligation by DRESCHER or its legal representative or vicarious agents.

VIII. Non-Smoking Clause

1. Smoking is prohibited in non-smoker apartments and non-smoker rooms, which are properly identified.
2. A Customer in breach of the smoking ban is obligated to pay the cost of all cleaning measures (e.g. cleaning of all objects and textiles by an external company) and to make up for damages caused thereby. The Customer shall also pay any rent loss incurred by DRESCHER. This claim by DRESCHER is fixed to a lump sum of €150.00. The Customer is at liberty to prove that no damage was caused or that the damage is much lower than the agreed lump sum.

IX. Final provisions

1. Amendments and supplements to the contract, to the acceptance of reservation, or to these General Terms and Conditions shall be done in writing. Unilateral amendments or supplements by the Customer shall have no effect. The written form requirement hereunder shall be deemed to have been met if the amending or supplementing statement is made by facsimile or e-mail.
2. The place of performance and place of payment shall be the domicile of DRESCHER Incoming & Tourismus GmbH.
3. The courts of the domicile of DRESCHER Incoming & Tourismus GmbH shall be the sole and exclusive venue – including disputes relating to cheques and bills –, if the contracting party of DRESCHER is a businessman or legal entity of the public law. If a contracting party meets the conditions laid down in Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general venue within Germany, the domicile of DRESCHER Incoming & Tourismus GmbH shall be deemed the venue.
4. The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on the International Sale of Goods and Conflict Law is precluded.
5. Should any of the provisions of these General Terms and Conditions be or become ineffective or void, the effectiveness of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions shall apply.

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