

General Terms and Conditions for the Hotel Accommodation Contract in Swiss Dorint Hotels & Resorts and Essential by Dorint Hotels

I. Scope

1. These Terms and Conditions shall apply to Contracts for the provision of hotel rooms for lodging purposes as well as to all other services and provisions provided to the Customer by the respective "Dorint" Hotel or "Essential by Dorint" Hotel in Switzerland (hereinafter referred to as the "Hotel"), insofar as the Customer is a Business Customer or a Private Customer domiciled in Switzerland.
2. The subletting or reletting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the Hotel.
3. The Customer's Terms and Conditions shall only apply if this has been expressly agreed in writing.
4. Customers within the meaning of these Terms and Conditions are both consumers and entrepreneurs within the meaning of the law

II. Conclusion of Contract, contracting parties

1. The Contract is concluded upon the Hotel's acceptance of the Customer's application. If the Hotel makes a binding offer to the customer, the Contract shall be concluded upon the Customer's acceptance of the Hotel's offer. In the case of booking via the Internet, the Contract is concluded by clicking on the button "PAY FOR PURCHASE" [ZAHLUNGSPFLICHTIG KAUFEN]. In all cases, the Hotel is free to confirm the room booking in writing. Confirmation by e-mail shall be deemed to be written confirmation.
2. Contractual partners are the Hotel and the Customer. If a third party has placed an order for the Customer, the Customer shall be liable to the Hotel together with the third party as joint and several debtors for all obligations arising from the Hotel Accommodation Contract, provided that the Hotel has received a corresponding declaration from the third party.

III. Services, prices, payments, offsetting

1. The Hotel is obliged to keep the rooms booked by the Customer available and to perform the agreed services.
2. The Customer is obliged to pay the price agreed for the room and the other services they use in accordance with the applicable prices. This also applies to services and expenses of the Hotel to third parties arranged by the Customer. The agreed prices include the respective statutory value added tax.
3. The Hotel may make its consent to a subsequent reduction requested by the Customer in the number of rooms booked, the Hotel's services or the Customer's length of stay conditional upon an increase in the price for the rooms or for the Hotel's other services.
4. 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 call in accrued claims at any time and to demand immediate payment. In the event of late payment, the Hotel is entitled to charge a fee of CHF 5 per reminder in addition to the statutory default interest of 5%. The Hotel reserves the right to prove and claim higher damages.
5. The Hotel is entitled to demand a reasonable advance payment or security deposit at the conclusion of the Contract or thereafter. The amount of the advance payment and the payment dates must be agreed in writing or are based on the corresponding information on the Hotel's website.
6. In justified cases, e.g. if the Customer is in arrears with payment or if the scope of the Contract is extended, the Hotel shall be entitled, even after the conclusion of the Contract, to demand an advance payment or security deposit within the meaning of the above Clause 5 or an increase in the advance payment or security deposit specified in the Contract up to the full agreed remuneration.
7. The Customer may only offset an undisputed or legally established claim against a claim of the Hotel.

IV. Withdrawal of the Customer (Cancellation)/Non-Acceptance of the Hotel's Services (No Show)

1. 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 the Ts & Cs, 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 should be made in text form.
2. If the Hotel and the Customer have agreed on a date for withdrawal from the Contract free of charge (option), the Customer may withdraw from the Contract up to that date without incurring payment or damage compensation claims by the Hotel. The Customer's right of withdrawal shall expire if he does not exercise their right of withdrawal towards the Hotel by the agreed date in text form.
3. If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the Hotel does not agree to a cancellation of the Contract, the Hotel shall retain the claim to the agreed remuneration despite the non-acceptance of the service. The Hotel shall take into account the income from renting the rooms to other parties as well as any expenses saved. If the rooms cannot be let to other parties, the Hotel may make a flat-rate deduction for saved expenses. In this case, the Customer is obliged to pay at least 90 % of the contractually agreed price for overnight accommodation with or without

breakfast as well as for package arrangements with third-party services, 70 % for half-board and 60 % for full-board arrangements. The Customer shall be free to provide proof that the aforementioned claim did not arise or did not arise in the amount claimed.

4. If the Hotel calculates the compensation specifically, the amount of compensation shall not exceed the contractually agreed price for the performance to be rendered by the Hotel, less the value of the expenses saved by the Hotel and what the Hotel acquires through other uses of the Hotel services.
5. The above regulations on compensation apply accordingly if the guest does not make use of the booked room or services without giving notice in good time (no show).

V. Withdrawal from the Contract by the Hotel

1. Insofar as the Customer's right of withdrawal free of charge within a certain period has been agreed in writing (option), the Hotel shall also be entitled for its part to withdraw from the contract free of charge during this period if there are enquiries from other guests about the contractually booked rooms and the Customer does not waive his right of withdrawal upon enquiry by the Hotel.
2. If an agreed advance payment or an advance payment required in accordance with III. Clause 5 above is not made even after a reasonable grace period set by the Hotel has expired, the Hotel shall be entitled to withdraw from the Contract free of charge.
3. Furthermore, the Hotel shall be entitled to withdraw from the Contract extraordinarily for objectively justified reasons, in particular if...
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the Contract;
 - rooms are booked under misleading or false statements of material facts (e.g. in the person of the Customer or the purpose);
 - the Hotel has reasonable grounds to believe that the use of the Hotel's services may jeopardise the smooth operation of the business, the security or the public reputation of the Hotel without this being attributable to the Hotel's sphere of control or organisation;
 - a breach of above I. Clause 2 has been committed.
4. In the event of justified withdrawal by the Hotel, the Customer shall not be entitled to claim damages.

VI. a) Special provision to Clause IV & V No. 3 for Hotel Accommodation Contracts until 31.12.2021 (date of arrival decisive) due to Corona, pandemic situations and force majeure

1. If, due to ordinances, general orders or administrative acts to combat or prevent the spread of the coronavirus or similar serious reasons of force majeure (external circumstances for which the Hotel is not responsible), the Hotel cannot be operated in whole or in part and the Guest cannot make use of the corresponding services, the Hotel shall not be deemed to be in breach of its obligations. This applies irrespective of when the ordinance, general ruling or administrative act was issued. The Hotel undertakes to inform the Guest of the commencement and expected duration of such an administrative act. Regulations and general orders applicable to the Hotel shall be announced and published by the legislator. In the event that the Hotel is prevented from fulfilling its contractual obligations for the aforementioned reasons, the Hotel shall be entitled, without compensation, to adjust its hotel offer in accordance with the applicable legal framework, which may only be refused for good cause. If this is not possible or reasonable for the Hotel or unreasonable for the guest, both parties are entitled to cancel the stay free of charge. If the Hotel operation is prohibited in its entirety, the Hotel shall be entitled to offer the Guest an alternative travel date. If the parties are unable to agree on an alternative date, both parties are entitled to withdraw from the affected Contract free of charge by means of a declaration in text form.
2. If the guest is unable to travel on the booked travel date due to official travel bans due to Corona or similar global pandemics as defined by the WHO or official quarantine orders due to a pandemic (also on return from the booked travel country), the Guest may cancel their room free of charge irrespective of the scales in Clause IV No. 3 P. 4., insofar as the guest can prove that it is actually objectively impossible for the guest to travel for the aforementioned reasons. Mere reservations on the part of the Guest or official recommendations to avoid travelling to a tourist destination do not justify a right of withdrawal free of charge.
3. In all other cases, irrespective of Corona and similar global pandemics, the regulation in IV an V shall remain in force.

b) Special provision regarding Clause IV No. 3 p. 4 until 31.12.2021 (date of arrival decisive) for contingent Contracts without simultaneous event booking

1. For bookings of contingent Contracts (10 rooms or more), the following applies in principle, irrespective of the reason for cancellation:

In the formulation of Clause IV no. 3 p. 4, the flat-rate expenses are defined as follows: The portions of the total volume that can be freely cancelled correspond to the flat-rate saved expenses, so that the remaining volume that can no longer be freely cancelled is charged to the Customer.

Cancellation options free of charge Customer* (share of agreed total volume)

Persons = pax / Room Nights = RN					
bis 15 pax/RN		16 – 30 pax/RN		31 – 50 pax/RN	
up to 14 days before date of arrival	100% free of charge	up to 21 days before date of arrival	100% free of charge	up to 28 days before date of arrival	100% free of charge
up to 7 days before date of arrival	50% free of charge	up to 14 days before date of arrival	50% free of charge	up to 21 days before date of arrival	50% free of charge
up to 3 days before date of arrival	25% free of charge	up to 7 days before date of arrival	25% free of charge	up to 14 days before date of arrival	25% free of charge
up to 1 day before date of arrival	max. 1 room free of charge	up to 1 day before date of arrival	max. 2 rooms free of charge	up to 7 days before date of arrival	10% free of charge
				up to 1 day before date of arrival	max. 2 rooms free of charge
51 – 100 pax/RN		101 – 200 pax/RN		201 – 500 pax/RN	
up to 90 days before date of arrival	100% free of charge	up to 180 days before date of arrival	100% free of charge	up to 270 days before date of arrival	100% free of charge
up to 42 days before date of arrival	50% free of charge	up to 90 days before date of arrival	50% free of charge	up to 180 days before date of arrival	20% free of charge
up to 28 days before date of arrival	25% free of charge	up to 42 days before date of arrival	25% free of charge	up to 60 days before date of arrival	10% free of charge
up to 14 days before date of arrival	10% free of charge	up to 21 days before date of arrival	10% free of charge	up to 14 days before date of arrival	5% free of charge
up to 1 day before date of arrival	max. 3 rooms free of charge	up to 7 days before date of arrival	5% free of charge	up to 1 day before date of arrival	max. 5 rooms free of charge
		up to 1 day before date of arrival	max. 4 rooms free of charge		
from 501 pax/RN: individual					

* The sliding scale can only be applied once, with the exception of the possibility of reducing the number of rooms agreed therein one day in advance in accordance with the respective last sliding scale.

The Customer shall be free to provide proof that the claim did not arise or did not arise in the amount claimed. The Hotel shall be free to provide proof that a higher claim has arisen.

2. Furthermore, by way of derogation, Clause VI b) No. 1 shall apply due to corona, pandemic situations and force majeure until 31.12.2021 (date of arrival shall be decisive):

a) In the case of bookings of contingent Contracts (room bookings of 10 rooms or more), the above provisions from Clause VI a) shall apply accordingly.

b) If the reason for the contingent booking is a specific event at the Hotel location, this event must be named in the contingent Contract itself. Should the event on the basis of which the room contingent is booked (e.g. name of the festival named in the Contract) be cancelled due to official requirements due to the coronavirus or similar global pandemics according to the definition of the WHO, the Customer shall be free to cancel parts of the booked rooms or these in their entirety without incurring any costs. The guest must provide proof of this. Mere reservations on the part of the respective Guest or official recommendations to refrain from tourist trips or major events are not sufficient as a reason for cancellation free of charge. In the event of an officially announced postponement of the event, the Hotel shall be entitled to offer an alternative travel period, which may only be refused for good cause. If this is not possible or reasonable for the Hotel or if the customer refuses for good cause, the customer shall be entitled to cancel the reservation free of charge.

c) In all other cases, irrespective of Corona and similar global pandemics, the regulation in VI b) no. 1 shall remain in force. After 31.12.2021, the provision from Clause IV shall also come into force for contingent Contracts without event booking.

VII. Zimmerbereitstellung, -übergabe und -rückgabe

1. The Customer does not acquire any claim to the provision of specific rooms.

2. Booked rooms are available to the Customer at the earliest from 3.00 p.m. on the agreed day of arrival. Booked country houses/apartments are available to the Customer at the earliest from 5.00 p.m. on the agreed day of arrival. The Customer is not entitled to earlier access.

3. On the agreed day of departure, the rooms must be vacated and made available to the Hotel by 12.00 noon at the latest. The country houses/apartments are to be made available to the Hotel by 10.00 a.m. at the latest on the agreed day of departure. Thereafter, if the room/country house or apartment is vacated late, the Hotel may charge 50 % of the currently valid daily rate for its use in excess of the contract until 6 p.m., and 100 % from 6 p.m. onwards. Contractual claims of the Customer are not justified by this. The Customer shall be free to provide proof that the Hotel has not incurred any claim to a usage fee or that the claim to a significantly lower usage fee has been incurred. In addition, the Hotel reserves the right to prove and claim higher damages.

Essential by Dorint - Basel City

Dorint Hotels & Resorts Schweiz GmbH
Schönaustrasse 10 · 4058 Basel · Switzerland
Commercial Register Canton Basel-City/VAT: CHE-283.775.950

Dorint - Blüemlisalp - Beatenberg/Interlaken

Apparthotel Blüemlisalp AG
Schmockenstrasse 163 · 3803 Beatenberg · Switzerland
Commercial Register Canton Bern/VAT: CHE-109.086.095

Dorint - Airport-Hotel - Zürich

Dorint Hotel am Flughafen Zürich AG
Riethofstrasse 40 · 8152 Glattbrugg · Switzerland
Commercial Register Canton of Zurich/VAT: CHE-192.570.702

VIII. Liability of the Hotel

1. In principle, the Hotel shall only be liable for all legal and contractual claims in the event of intentional or grossly negligent conduct. Any liability of the Hotel for consequential or indirect damages is excluded. Exclusions and limitations of liability apply in the same way to a legal representative or agent. 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. The Hotel shall be liable to the Customer for items brought into the Hotel in accordance with the statutory provisions (Art. 488, 489 CO). Money, securities and valuables up to a total maximum value of CHF 1,000 can be stored in the Hotel or room safe. The Hotel strongly recommends to make use of this option. Liability claims lapse unless the Customer notifies the Hotel immediately after becoming aware of the loss, destruction or damage (Art. 489 of the Swiss Code of Obligations). Clause 1 above shall apply analogously to any further liability on the part of the Hotel.

3. Insofar as a parking space is made available to the Customer in the hotel garage or in a hotel car park, even for a fee, this shall not constitute a Safekeeping Contract. In the event of loss of or damage to motor vehicles parked or manoeuvred on the Hotel's property and their contents, the Hotel shall not be liable, except in cases of intent or gross negligence. This also applies to agents of the Hotel. Clause 1 above shall apply analogously.

4. Wake-up calls are carried out by the Hotel with the utmost care. Messages, mail and goods shipments for Customers are also handled with the utmost care. The Hotel will take care of delivery and storage (at the Hotel in each case) as well as – on request – forwarding of the same against payment. Clause 1 above shall apply analogously.

IX. Final provisions

1. Amendments or additions to the Contract, the acceptance of the application or these Terms and Conditions for Hotel Accommodation must be made in writing in order to be valid.

2. The place of performance and payment is the registered office of the respective Hotel.

3. For Private Customers, the place of jurisdiction is determined by the applicable law. For Business Customers, the place of jurisdiction is the registered office of the respective Hotel.

4. Swiss law is applicable.

5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

As of: June 2021