General business terms and conditions for the hotel accommodation

1. Area of application

1.1. These general business terms and conditions apply to contracts on the provision for rental use of hotel rooms for lodging and to all other services and supplies provided to the customer by the hotel in this connection [hotel accommodation contract]. They do not apply to package travel within the meaning of section 651a German Civil Code [BGB]. The term "hotel accommodation contract" encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.
1.2. The subletting or reletting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of the hotel in text form, whereby the right to terminate pursuant to section 540 [1] sentence 2 of the German Civil Code [BGB] is excluded.
1.3. General business terms and conditions of the customer shall only be applicable if this has been explicitly agreed in text form.

2. Concluding the contract, contract parties

2.1. The hotel and the customer are the parties to the contract. The contract is concluded by acceptance by the hotel of the application made by the customer. If the booking is made via the hotels own web page, the contract is concluded by clicking the button "ZAHLUNGSPFLICHTIG BUCHEN" [BOOK NOW] confirming the reservation and the customers obligation to pay.

3. Services, prices, payment, off set

3.1. The hotel is obliged to keep the rooms reserved by the customer available and to render the services agreed.
3.2. The customer is obliged to pay the hotels prices that are agreed for or applicable to the provision of the room for use and to other services used by the customer. This also applies to services ordered by the customer either directly or through the hotel which are performed by third parties and paid for in advance by the hotel.
3.3. The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as local visitor's tax [Kurtaxe] which the guest owes himself or herself under local community law. The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.
3.4. If payment by invoice is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made, unless otherwise agreed.
3.5. When the contract is entered into, the hotel has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. The provisions of statute shall apply in the event of late payment by the customer.
3.6. In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, the hotel has the right to demand, even after the contract has been concluded up until the time when the residence commences, advance payment or security as set out in subsection 3.5. above or an increase in the amount of the advance payment or security agreed in the contract up to the full amount of the remuneration agreed.
3.7. Further, the hotel has the right to request, at the beginning and during the course of the customers stay, a reasonable advance payment or security within the meaning of subsection 3.5. above for existing and future claims under the contract, insofar as no such payment or security has already been made or provided pursuant to subsection 3.5. and/or 3.6. above.
3.8. The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of the hotel.
3.9. The customer is in agreement with the invoice being sent to the customer by electronic transmission.

4. Revocation or termination [cancellation] by the customer no use of the hotel services [no show]

4.1. It is only possible for the customer to unilaterally dissolve the contract concluded with the hotel if a revocation right has been explicitly agreed in the contract or if there is a statutory revocation right or termination right.
4.2. If the hotel and the customer have agreed upon a deadline for revocation of the contract free of charge, the customer may revoke the contract up until that date without triggering any claims for payment or damages by the hotel. The customer's revocation right expires if the customer does not exercise this right vis-à-vis the hotel in text form by the agreed deadline.
4.3. If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination either, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset income from otherwise letting the rooms and saved expenditures. If the rooms are not otherwise let, the hotel can apply a flat rate for the saved expenditures. In this case the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and for package deals with third party services, 70% for half board and 60% for full board. The customer is at liberty to demonstrate that the above claim did not arise or not in the amount claimed.

5. Revocation by the hotel

5.1. If it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved rooms and if the customer does not waive its revocation right after a request is made by the hotel and a reasonable time period set. This shall apply accordingly if the customer has been granted an option and if other inquiries are made and the customer is not prepared to make a firm booking after a request is made by the hotel and a reasonable time period set.
5.2. The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.5. and/or subsection 3.6. has not been paid after an appropriate period of grace set by the hotel has expired.
5.3. Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of:
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
- rooms and spaces being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customers ability to pay or the purpose of the residence;
- the hotel having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of the hotel without this being attributable to the area of responsibility or organization of the hotel;
- the purpose of or the reason for the stay being in violation of the law;
- a breach of subsection 1.2.

5.4. Revocation by the hotel that is justified does not give the customer the right to claim damages.

6. Making the room available, handover and return

6.1. The customer does not acquire a right to the provision of specific rooms unless this has been explicitly agreed in text form.
6.2. The reserved rooms shall be available for use by the customer at Sorat Hotels and partner hotels on the agreed date of arrival as follows: In Brandenburg and Duisburg from 02:00 pm, in Berlin, Cottbus, Nürnberg [Sorat], Regensburg from 03:00 pm and in Nürnberg [Agneshof] from 02:30 pm. The customer has no right to earlier availability. In Hof, the room is available from 12:00 pm if a chargeable early check-in has been booked. Without early check-in, the regular check-in time is from 03:00 pm.
6.3. The rooms shall be vacated and available for use by the hotel on the agreed departure date as follows: In Brandenburg an der Havel, Cottbus, Nürnberg [Sorat], Regensburg, Hof until 11:00 am, in Nürnberg [Agneshof] until 11:30 am and in Berlin and Duisburg until 12:00 noon. After this time, as the room was vacated late, the hotel has the right to charge for the room use exceeding that which was contractually agreed in an amount of 50% of the full accommodation price up until 06:00 pm and in an amount of 90% after 06:00 pm; price as per price list. This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that the hotel did not acquire a claim for compensation for use or acquired a significantly lower claim.

7. Liability of the hotel

7.1. The hotel is liable for damage which it is accountable for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly negligent breach of duty of the hotel or on an intentional or negligent breach of duties of the hotel typical of the type of contract. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of a statutory representative or person engaged in performance of an obligation of the hotel is equivalent to a breach of duty of the hotel. More fareaching claims for damages are excluded unless otherwise provided for in this Section 7. If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage.
7.2. The hotel is liable to the customer in accordance with provisions of statute for items brought with the customer. The hotel recommends the use of hotel or room safe. If the customer wishes to bring with him or her money, securities or valuables valued at over 800 Euro or other property items valued at over 3.500 Euro a separate safekeeping agreement must be entered into with the hotel.
7.3. If the customer is provided with a parking space in the hotel garage or in the hotel parking lot, even if this is for payment, a custody contract is not concluded as a result. If cars parked or driven on the hotel premises or the contents thereof are lost or damaged, the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1. above.
7.4. Wake up calls are made with great care by the hotel. Messages for customers are treated with care. After prior agreement with the customer, the hotel can accept, store and if desired dispatch for a charge mail and consignments of goods. In this connection the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1. above.

8. Liability of the guest

8.1. The customer shall be liable for any damage to buildings, fixtures and furnishings caused by himself or by any other third parties within the customer's sphere.
8.2. The hotel shall be entitled to request a security deposit from the guest; for example in the form of a credit card guarantee.
8.3. Smoking is not allowed in all designated non-smoking room. In case of breach of these rules, the hotel reserves the right to impose a charge on the customer.
8.4. Charging batteries for electric bicycles in hotel rooms is strictly prohibited for fire safety reasons. Violations will be reported to the police.

9. Final provisions

9.1. Alterations and supplements to the contract, to acceptance of application and to these general business terms and conditions shall be made in text form. Unilateral changes or supplements are ineffective. The data protection declaration of Sorat Hotels applies, available on www.sorat-hotel.com.
9.2. If the customer is a merchant or public law legal entity, the courts of the location of the hotel or the registered office of the hotel's operating company have exclusive jurisdiction and venue. The hotel can, however, at its election, also bring legal action against the customer at the place of the customer's registered office. This also applies to customers not covered by sentence 1 above if they do not have their registered office or place of residence in an European Union member state.
9.3. German law shall apply. The application of the UN convention on contracts for the international sale of goods is excluded.
9.4. The hotel is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.