

Hotel Isabella Frankfurt

General terms and conditions for the hotel accommodation contract of Hotel Isabella, Vera Schaarschmidt, Rödelheimer Landstrasse 147, 60311 Frankfurt am Main.

I. Scope

1. These terms and conditions (hereinafter "GTC") apply to hotel accommodation contracts (hereinafter referred to as "contract") and all other services and deliveries provided by the hotel for the guest.
2. Deviating provisions, also insofar as they are contained in the general terms and conditions of the guest or the customer, do not apply unless they are expressly recognized by the hotel in writing.

II. Conclusion of contract

1. Upon a booking request from the guest, a contract is concluded with the corresponding booking confirmation from the hotel.
2. The contractual partners are the hotel and the guest. If a third party makes the booking for the guest, he is liable to the hotel as the customer together with the guest as joint debtor for all obligations arising from the contract. Irrespective of this, each customer is obliged to forward all relevant information, in particular these terms and conditions, to the guest.

III. Services, prices, payment

1. The hotel is obliged to reserve the rooms booked by the guest in accordance with these terms and conditions ready and to provide the agreed services.
2. The guest is obliged to make use of the room and by himself to pay any additional services or applicable hotel prices that have been taken.
3. The agreed prices include the respective statutory value added tax.
4. Hotel invoices are payable immediately after receipt without deduction. In the event of late payment, the hotel is entitled to charge late payment interest to consumers of 5% above the base rate and commercial guests or customers to charge default interest of 8% above the base rate. The hotel can charge a reminder fee of € 10.00 for each reminder after the default occurs.
5. The hotel is entitled to request a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date can be agreed in writing in the contract. The hotel is also entitled to call in any accrued claims at any time during the guest's stay in the hotel and to request immediate payment. The guest can only offset against an undisputed or legally established claim.

IV. Cancellation by the guest, cancellation

The hotel grants the guest the right to withdraw at any time. The following apply provisions:

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1. If a guest withdraws from the booking, the hotel is entitled to reasonable compensation.

The hotel has the option to claim a cancellation fee from the guest instead of a specifically calculated compensation. The cancellation fee is at least 90% of the contractually agreed price for all overnight stays. In individual cases, especially for bookings for overnight stays at trade fair dates, an individual cancellation fee i. H. v. 100% to be agreed.

2. The above regulations on compensation apply accordingly if the guest does not make use of the booked room or services without notifying them in good time. Special deadlines for timely notification of no-show can be arranged individually.

3. If the hotel has granted the guest a deadline in the contract for timely withdrawal, the hotel is not entitled to compensation if the withdrawal occurs within this period. The guest must declare the withdrawal in writing. Decisive for the timeliness of the cancellation declaration is its receipt at the hotel.

V. Cancellation of the hotel

1. If an agreed advance payment or security deposit is not made within a period set for this, the hotel is entitled to withdraw from the contract.

2. Furthermore, the hotel is entitled to withdraw from the contract for an important reason.

3. The hotel must immediately notify the guest in writing of the exercise of the right of withdrawal.

4. In the aforementioned cases of withdrawal, the guest is not entitled to compensation.

VI. Arrival and departure

1. The guest is not entitled to the provision of certain rooms unless the hotel has confirmed the provision of certain rooms in writing.

Booked rooms are available to the guest from 2:00 p.m. on the agreed arrival date. The guest is not entitled to earlier provision.

2. Booked rooms are in by the guest no later than 6:00 p.m. on the agreed arrival date

To claim. Unless a later arrival time has been expressly agreed, the hotel has the right to allocate booked rooms to other parties after 6 p.m. without the guest being able to derive any claims for compensation. The hotel is entitled to withdraw from the contract.

3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that, the hotel can invoice the full daily room rate for the additional use of the room until 6:00 p.m.

VII. Hotel liability, limitation period

1. If the guest culpably fails to report a defect to the hotel, there is no entitlement to a reduction in the contractually agreed fee.

2. The hotel is only liable for other damages caused by slight negligence if these are due to the breach of an essential contractual obligation in a manner that endangers the purpose of the contract. In these cases, liability is limited to the foreseeable damage typical for the contract.

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3. In the case of other damage, the hotel's liability for each case of damage is in addition Individuals and all claims arising from and in connection with the contractual services to an amount of max. € 500,000 for damage to property and up to max. Limited to € 100,000 for financial losses.
4. The above limitations of liability apply to all claims for damages regardless of their legal basis, including claims from tort. The above limitations of liability also apply in the event of any damage claims by a guest against employees or vicarious agents of the hotel.
5. The hotel is liable to the guest for items brought in according to the statutory provisions. For valuables, this liability is limited to € 800.00. Money and valuables that are kept in the hotel safe are insured up to a maximum of € 5,000.
6. The liability claims expire if the guest does not notify the hotel immediately after becoming aware of loss, destruction or damage.
7. Claims for damages by the guest become statute-barred no later than two years from the point in time at which the guest becomes aware of the damage or, regardless of this knowledge, no later than three years from the time of the damaging event. This does not apply to the liability for damage resulting from injury to life, limb or health, as well as for other damages based on an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

VIII. Final provisions

1. Changes or additions to the contract, the acceptance of applications or these terms and conditions for hotel accommodation should be made in writing. Unilateral changes or additions by the customer are invalid.
2. The place of fulfillment and payment is the seat of the hotel.
3. The exclusive place of jurisdiction - also for check and exchange disputes - is in commercial traffic the seat of the hotel or at the choice of the hotel Frankfurt am Main. If a contractual partner has no general place of jurisdiction in Germany, the place of jurisdiction is the seat of the hotel. However, the hotel is entitled to bring lawsuits and other judicial proceedings pending at the general place of jurisdiction of the guest.
4. The law of the Federal Republic of Germany applies.
5. Should individual provisions of these general terms and conditions for hotel accommodation be or become invalid or void, this does not affect the effectiveness of the remaining provisions. In addition, the statutory provisions apply.

As of December 2019