

General business conditions of accommodation services / room reservation

The Frankfurt Tourist+Congress Board (TCF) is merely acting as technical agent and is not a partner in the contract of accommodation. Contract partner is the corresponding provider (e.g. hotel, guest house).

The TCF provides booking services in the name and to the account of the participating providers and is therefore not operator under the terms of § 651 a, Paragraph 1 BGB (Federal Code).

Rights and obligations arising from the accommodation contract

The accommodation contract becomes effective upon reservation and acceptance of the room, or, should acceptance be no longer possible for reasons of urgency, upon provision of the room.

The conclusion of an accommodation contract obliges the contract partners to fulfilment of the contract regardless of its duration.

Upon non-availability of the room the accommodation provider (hotel owner) is obliged to make compensation to the guest.

On non-punctual cancellation or non-occupancy respectively non-utilisation of the contract performance the guest is obliged to pay the agreed or customary price minus outlays saved by the hotel.

The hotel owner is required in trust and good faith to re-allocate were possible rooms not occupied.

Liability

The TCF is liable for gross negligence and intent. Excluded is liability for handling errors, technical faults or shortfalls occurring subsequent to the point of contract travel agency, respectively tour operator/provider.

The TCF is not liable for disruptions due to force majeure, strikes or transmission failures in the scope of Deutsche Telekom.

The TCF is not liable for mal-performance non-performance or other infringements of the contract by the hotel/guest house owner or his/her vicarious agents, insofar as legally permissible.

Place of legal jurisdiction is the place of fulfilment exclusively.

To be strictly observed

Prior to commencement of the trip the reservation documents are to be checked for their adherence to the booking request given for processing the TCF. Any obvious deviation must be reported immediately to the TCF.

Claims on the TCF expire by limitation of one year following contractual begin of travel. Claims on the provider are to be asserted against the same.

Should any stipulation of these conditions of reservation be ineffective, the legal effectiveness of the remaining stipulations is thereby unaffected.

All data is valid on going to press. No liability can be accepted for correctness or completeness. The sequence of the hotels/guest houses is not an order of precedence.

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