

GENERAL TERMS AND CONDITIONS

VOUCHERS

HOTEL BAREISS GMBH (“GTC”)

§ 1 SCOPE OF APPLICATION

1. These GTC apply to the sale of vouchers.
2. Contracts are made between Hotel Bareiss GmbH, Hermine-Bareiss-Weg 1 (formerly Gärtenbühlweg 14), 72270 Baiersbronn-Mitteltal, Germany, AG Stuttgart, HRB 430838 (hereinafter “**Hotel**” or “**we**”) and the Hotel client who places the booking (“**Client**” or “**you**”).
3. These GTC shall apply irrespective of whether the Client is a consumer or an entrepreneur. As defined by § 13 of the German Civil Code (BGB), a “**consumer**” is any natural person who enters into the contract for purposes that predominantly are outside his or her business activities, including self-employed capacity. As defined by BGB § 14, an “**entrepreneur**” is a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his, her, or its business or profession, including self-employed capacity.
4. Any contractual terms or conditions provided by the Client shall not be accepted. This shall apply even if we do not expressly object to the inclusion of such terms or conditions when accepting a booking.
3. These GTC set forth no provisions with regard to the period within which we may accept your booking. In this respect, therefore, the statutory provisions of BGB § 147 Paragraph 2 apply, according to which a contractual offer can be accepted only up to the point in time at which the offering party may expect to receive the response under normal circumstances.
4. We confirm the receipt of bookings made through the booking portal on our website immediately by e-mail. Such an e-mail does not constitute a binding acceptance of the booking unless, in addition to confirming receipt, it also declares acceptance of the booking.
5. Please note that, in accordance with the law, we do not store the contract text after the contract has been entered into. The contract text is therefore not accessible to you through the booking portal on our website after your booking or order. However, you will receive the order information and these GTC by e-mail with the confirmation of receipt in accordance with Paragraph 4. You can also view our GTC on our website or request them from us.
6. We would also like to point out that, in accordance with the law, contracts can be entered into through the booking portal on our website in German, English, or French.

§ 2 CONTRACT

1. By presenting and advertising our services and products on our website, in brochures or the like, we do not make a binding contractual offer. A contract is entered into only when we accept your booking by means of a statement of acceptance or by conclusive behaviour, e.g. by the provision of services or delivery.
2. You can place a binding booking through the booking portal on our website by clicking on the button “book with payment obligation” (or a button marked in a similar way) or by telephone, e-mail, post, or fax, as well as on site at the Hotel.

§ 3 PRICES, PAYMENT TERMS, SET-OFFS

1. All prices shown on the booking portal of our website or in price lists or the like are gross prices that include statutory VAT.
2. The available payment methods are those shown in the booking portal.
3. You are not entitled to claim any set-off against our receivables unless your claim has been legally established or is undisputed.

§ 4 PURCHASE OF VOUCHERS

1. Subject to the provisions of these GTC, you may purchase vouchers for certain services or products of our Hotel.
2. The value of the available vouchers and the respective service packages for which the vouchers can be redeemed is shown on the booking portal of our website and can be requested from us.
3. The vouchers are freely transferable, thus can be used e.g. as gift vouchers.
4. The vouchers can be redeemed by the respective owner of the voucher. The services shall be provided in accordance with the relevant GTC or the Booking Conditions. A cash refund of the value of the voucher is not possible. Vouchers are subject to expiry in accordance with statutory provisions.

§ 5 CONSUMERS' RIGHT OF RESCISSION WHEN PURCHASING VOUCHERS OFF PREMISES

1. When you purchase vouchers as a consumer (cf. § 1 Paragraph 3) off premises, i.e. through the booking portal of our website, by telephone, by e-mail, by post or by fax, you have the right to rescind the purchase contract for the voucher in accordance with statutory provisions.
2. Rescission shall be subject to the statutory provisions and the regulations of the following rescission policy, which complies with statutory requirements.

RESCISSION POLICY:

(1) Right of rescission

You have the right to rescind this contract within fourteen days without giving any reason. The rescission period is 14 days from the day on which you or a third party designated by you, who is not the carrier, has or has taken possession of the item(s).

To exercise your right of rescission, you must contact us,

**Hotel Bareiss GmbH
Hermine-Bareiss-Weg 1 (formerly Gärtenbühlweg 14)
72270 Baiersbronn-Mitteltal, Germany
E-mail: info@bareiss.com
Phone: +49 (0) 7442 47-0
Fax: +49 (0) 7442 47-320**

by means of an explicit declaration (e.g. a letter sent by post, fax or e-mail) of your decision to rescind this contract. You may use the sample cancellation form we provide for this purpose, which is, however, not mandatory.

To comply with the rescission period, it is sufficient for you to send the notice of your exercise of the right of rescission before the cancellation deadline.

(2) Results of rescission

If you rescind this contract, we must promptly reimburse you for all payments we have received from you, including the delivery costs (with the exception of any additional costs resulting from your choice of a type of delivery other than the cheaper standard delivery we offer), at the latest within fourteen days of the day on which we receive notification of your cancellation of this contract. For this reimbursement, we will use the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this reimbursement. We may refuse reimbursement until we have received the returned item(s) or until you have provided proof that you have returned the item(s), whichever is earlier.

You must promptly return or hand over the item(s) to us, in any case no later than within fourteen days of the day on which you notify us of cancellation of this contract. The deadline is met if you send off the item(s) before the end of the fourteen-day period. You shall bear the direct costs of returning the item(s).

You must pay for any diminished value of the item(s) only if this diminished value is due to handling of the item(s) that was not necessary for checking the condition, properties and functioning of the item(s).

SAMPLE CANCELLATION FORM

(If you wish to cancel the contract, please complete and return this form.)

To:

Hotel Bareiss GmbH

Hermine-Bareiss-Weg 1 (formerly Gärtenbühlweg 14),
72270 Baiersbronn-Mitteltal, Germany

E-mail: info@bareiss.com

Fax: +49 (0) 7442 47-320

I/we (*) hereby cancel the contract entered into by me/us (*) for the purchase of the following item(s) (*)/the provision of the following service(s) (*)

Ordered on (*)/received on (*) _____

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) (only in the case of notification on paper)

Date _____

(*) Cross out what is not applicable

§ 6 LIABILITY

1. We shall hold you liable in all cases of contractual and non-contractual liability for damages or reimbursement of expenses incurred as a result of wilful misconduct or gross negligence as defined by law. Otherwise, we shall be liable – unless stipulated otherwise in Paragraph 2 – only in the event of a breach of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you as Client may normally rely, and limited to compensation for foreseeable and typical damages. In all other cases, our liability is excluded, subject to the provisions of Paragraph 2.
2. Our liability for claims arising from injury to life, limb or health, for any guarantees assumed, and under the Product Liability Act shall remain unaffected by the aforementioned limitations and exclusions of liability.
3. The aforementioned liability provisions shall also apply in cases in which you may be entitled to claim damages or reimbursement of expenses incurred due to material defects or defects of title as defined by law.

§ 7 APPLICABLE LAW AND JURISDICTION

1. German law shall apply, with the exception of conflicting legal provisions and the UN Sales Convention. If you have placed a booking as a consumer and your normal place of residence at the time of booking is in another country, the application of mandatory legal provisions of that country remains unaffected by the choice of law stated in Sentence 1.
2. For disputes arising from or in connection with bookings by businesspersons, legal entities of public law, or special bodies under public law, the courts with local jurisdiction for the registered office of the Hotel shall have exclusive jurisdiction; in this case, however, we may also file suit at the general place of jurisdiction of the Client. Otherwise, the applicable legal provisions of the local and international jurisdiction shall apply.

Hotel Bareiss GmbH, 1 February 2022