

## General Terms & Conditions Applying to the Purchase of Vouchers

General Terms & Conditions applying to the sale of gift and recommended service vouchers in halbersbacher hospitality group gmbh's online voucher portal.

### I. Scope of application

These General Terms & Conditions (GTC) apply to the sale of gift and recommended service vouchers in halbersbacher hospitality group gmbh's online voucher portal at [www.halbersbacher.de](http://www.halbersbacher.de) and on the [www.tannenhaeuschen.de](http://www.tannenhaeuschen.de) and [www.twicehotels.de](http://www.twicehotels.de) websites.

### II. Contracting parties

Only persons who have reached the age of 18 are entitled to make purchases in the online voucher portal.

A contract is concluded between the customer as the purchaser and

halbersbacher hospitality group gmbh  
Mollistrasse 10  
18209 Bad Doberan

Represented by Managing Director Mr. Arne Mundt  
Registrar of Companies: Rostock HRB 14516

as the seller.

### III. Contract conclusion

1. The products (vouchers) featured in our online voucher portal are merely invitations to place an order (invitatio ad offerendum). They do not constitute a binding offer.

2. By placing an order, i.e. clicking on the "Commit to buy" button, the customer submits a binding offer to conclude a purchase contract for the selected voucher(s). An order acknowledgement is sent immediately to the e-mail address provided by the customer.

The customer's offer is accepted upon provision of the ordered voucher(s) for download and printout (print@home) in the online voucher portal and digitally by email.

3. If the appropriate option is selected in the online voucher portal or if the order is placed by telephone, the ordered voucher(s) may be sent by post to the address provided by the customer. A shipping fee of EUR 3.00 is charged for this service. The contract is concluded upon dispatch of the ordered voucher(s). In this case, halbersbacher hospitality group gmbh shall not be liable for any delivery delays if the voucher(s) is/are sent by post.

4. Any costs resulting from incorrect data entries shall be borne by the customer.

5. Descriptions and photos may differ from actual offerings. Product modifications and errors excepted.

### IV. Invoicing, value added tax, payment modalities

1. Due to statutory regulations (German VAT Act), an invoice stating the tax paid can only be issued at the time of the actual provision of the service. This is the time when the voucher is redeemed.

2. All prices stated do not include VAT as the voucher itself is a 100% credit note. Only the actual invoice(s) issued at the hotel will factor in VAT.

3. Payment of the purchase price is processed by payment service provider Concardis. The following payment methods are available to the purchaser: credit card, PayPal and 'Sofortüberweisung' (instant transfer).

### V. Redemption

1. Gift and recommended service vouchers can only be redeemed in halbersbacher hospitality group gmbh hotels.

2. The voucher(s) ordered may be redeemed by the person presenting it/them.

3. The entitlement to redeem the voucher expires within 3 years from the end of the year in which the voucher was issued (as per the issue date).

4. halbersbacher hospitality group gmbh is only obliged to honour the gift or service voucher(s), if the purchase price due has been paid in full.

5. The value of the voucher cannot be exchanged for cash. If the price of the service for which the voucher is redeemed is less than the value of the voucher, the redeemer will be given a voucher for the difference on the spot. The period of entitlement to redeem the voucher for the difference corresponds to the remaining period of entitlement to redeem the original, only partially redeemed voucher.

### VI. Liability

1. halbersbacher hospitality group gmbh shall be liable to the customer in all cases of contractual and non-contractual liability resulting from intent and gross negligence in accordance with the statutory provisions for damages or indemnification of wasted expenditure.

2. In other cases, halbersbacher hospitality group gmbh shall only be liable - insofar as not otherwise provided for in para. 3 - 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 the ordering party as a customer could regularly rely (so-called material contractual obligation), limited to compensation for foreseeable and typical damage/loss. In all other cases, liability is excluded subject to the provision in para. 3.

3. Liability for damage/loss resulting from injury to life, limb or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

### VII. Right of withdrawal

1. As a consumer, i.e. as a natural person who places the order for a purpose that cannot be attributed to their commercial or self-employed activities, the customer shall be entitled to a right of withdrawal in accordance with statutory provisions.

2. If the customer, as a consumer, exercises their right of withdrawal in accordance with the above paragraph, they shall bear the regular costs of the return shipment.

3. In all other respects, the provisions set out in detail below shall apply to the right of withdrawal:

Cancellation policy  
Right of withdrawal

You have the right to withdraw from this contract within fourteen days without stating any reasons.

The withdrawal period is fourteen days from the date on which you or a third party named by you, who is not the carrier, have or has taken possession of the goods.

To exercise your right of withdrawal, you must send us

halbersbacher hospitality group gmbh  
Mollistrasse 10  
18209 Bad Doberan

represented by Managing Director Mr. Arne Mundt  
Registrar of Companies: Rostock HRB 14516

notification of your decision to withdraw from this contract in the form of an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

You can use the attached sample cancellation form (PDF), which is not mandatory. You can complete the sample cancellation form and e-mail it back to us at [info@halbersbacher.de](mailto:info@halbersbacher.de). If you make use of this option, we will send you confirmation of receipt of such cancellation without delay (e.g. by e-mail).

To comply with the withdrawal period, all you need to do is send notification that you are exercising your right of withdrawal before the end of the withdrawal period.

#### **Consequences of cancellation**

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and no later than fourteen days from the date on which we received notification of your withdrawal from this contract. To make this repayment, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this repayment. We may withhold repayment until we have received the goods back or until you have provided proof that you have returned the goods.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the date on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the end of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods, if this loss in value is attributable to handling of the goods that is not compatible with testing the quality, features and functionality of the goods.

We should like to point out that the right of withdrawal does not apply to contracts for the provision of accommodation services for purposes other than residential ones, the transport of goods, motor vehicle hire, the supply of food and beverages and the provision of other services related to leisure activities, if the contract provides for a specific service provision deadline or period. This exception does not apply to contracts for travel services pursuant to Section 651a of the German Civil Code (BGB), if these have been concluded away from business premises, unless the verbal negotiations on which the conclusion of the contract is based have been conducted at the consumer's prior

request. The right of cancellation expires, if the voucher(s) is/are redeemed by mutual agreement during the cancellation period.

#### **VIII. Concluding terms**

1. The place of performance and payment is Bad Doberan, Germany.

2. The law of the Federal Republic of Germany shall apply, while the UN Convention on Contracts for the International Sale of Goods shall not apply. Mandatory provisions of the country in which the buyer is habitually resident remain unaffected.

3. If the buyer does not have a general place of jurisdiction in Germany or moves their place of residence abroad after conclusion of the contract or if their place of residence is not known at the time legal proceedings are instituted, the place of jurisdiction for all disputes arising from the purchase contract shall be Bad Doberan.

4. Should specific terms in these General Terms & Conditions be or become void or conflict with statutory provisions, this shall not affect the remainder of the contract. The invalid or unenforceable term shall be replaced by a valid and enforceable term, the effects of which approximate as closely as possible to the commercial objective pursued by the contracting parties through the void or unenforceable term. The above provisions shall apply *mutatis mutandis* in the event that the contract proves to be incomplete. In all other respects, statutory provisions shall apply.

**Last updated: January 2023**