

# General Business Terms and Conditions

The utilisation of our hotel services (hereinafter Hirschenhotels Parsberg GmbH) is based on the following General Business Terms and Conditions. Hirschenhotels Parsberg GmbH is part of the hotel- and restaurant cooperation "Romantik Hotels and Restaurants AG", and therefore the General Business Terms and Conditions of our parent organisation are also to be observed.

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## **§ 10 General**

- (1) Services used or offered by Romantik Hotels are provided exclusively subject to these General Business Terms and Conditions. They are an integral part of all contracts that Romantik Hotels concludes with Romantik guests and business partners. The contract partner of Romantik Hotels agrees to be bound by the General Business Terms and Conditions of Romantik Hotels.
- (2) These General Business Terms and Conditions shall apply to all non-binding reservation enquiries and binding accommodation bookings made via the Romantik Hotels internet portal.
- (3) The Terms and Conditions of Business of the contract partner shall not apply, even if Romantik Hotels does not dispute their validity separately in individual cases. Even if Romantik Hotels makes reference to a letter that contains or refers to Terms and Conditions of Business of the contract partner or a third party, this does not constitute agreement with the validity of those Terms and Conditions of Business. Deviating terms and conditions must be agreed separately in writing.

## **§ 2 Arrangement of accommodation contracts as well as packages**

### **2.1 General**

- (1) Package holidays are labelled separately and are subject to the special provisions of paragraph 2.3 of these General Business Terms and Conditions. See paragraph 2.2.1 in relation to the term "package". In cases not relating to a package holiday, the provisions of paragraph 2.2 of these General Business Terms and Conditions apply.
- (2) If vouchers are offered on the website of the Romantik Hotel, the following applies
  - a) For vouchers where services specify a specific time period or appointment the provisions of package holiday rights (2.4) or accommodation (2.2) apply.
  - b) Otherwise (specific-value vouchers, no defined time period) the provisions for vouchers apply (2.3).

## **2.2 Booking of overnight stays and booking of packages which do not fall under the law on package travel**

### **2.2.1 General**

The following provisions apply to overnight stay bookings only or to bookings that are not subject to consumer law on packages. Within the framework of Romantik Hotels, this refers in particular to:

- a) Bookings that only involve a travel service
- b) Additional bookings that are an integral part of another travel service or
- c) Bookings of additional tourist services that are not a considerable part of the overall value and are not promoted as such or
- d) Bookings of tourist services which were chosen and agreed after the start of the actual travel service within the meaning of section i.S.d. § 651a paragraph. 1 no. 1-3 German Civil Code
- e) are not at the same time labelled as a package holiday or
- f) did not come about through the intermediary service of an additional travel service by way of online booking by transmitting data to the service provider.

In all other respects, please see section §§ 651 a-c German Civil Code.

- (1) If no package holiday is involved the parent organisation Romantik Hotels and Restaurants AG is the travel agent. Reservation enquiries by the Romantik guest for Hirschenhotels Parsberg GmbH made in writing, by telephone or in electronic form, or by using the booking and reservation website [www.romantikhoteles.com](http://www.romantikhoteles.com) are forwarded for checking and confirmation to Hirschenhotels Parsberg GmbH, via Romantik Hotels, the parent organisation of the hotel and restaurant organisation 'Romantik Hotels & Restaurants AG', in its capacity as a mere messenger on behalf of

the Romantik guest. Accommodation contracts are therefore concluded exclusively between the Romantik guest and Hirschenhotels Parsberg GmbH in accordance with their Contractual Terms & Conditions and their General Terms & Conditions of Business.

- (2) Online bookings are made directly 'online' via the reservation platform TourOnline, which provides the booking system. TourOnline is neither a contract partner nor a travel agent.
- (3) Bookings can be made by telephone at Romantik Hotels. If such a booking is made through the parent organisation of the hotel and restaurant cooperation group 'Romantik Hotels & Restaurants AG' in Frankfurt, the organisation will also accept this booking as a messenger for the Romantik guest, and enter the booking in the online booking system. Aside from this, the following statements apply to online bookings. The guest receives a binding booking confirmation.

### **2.2.2 Conclusion of the contract and contract partners**

- (1) The contract partner of a Romantik guest is Hirschenhotels Parsberg GmbH.
- (2) The following applies to all booking types: The offer and the booking are based on the description of the accommodation and the additional information on the booking pages, as far as these are available to the Romantik guest at the time of booking.
- (3) The following applies to the booking:
  - a) The booking is made exclusively by electronic means by completion and submission of the booking form. Telephone or email bookings shall be entered into the booking system by Hirschenhotels Parsberg GmbH. After booking, the Romantik guest will receive a binding booking confirmation; in all other respects clause (3) lit. d) shall apply.
  - b) Clicking on the "Book" button will open a booking screen. Romantik guests can choose the desired dates here, the room, any additional services and provide their personal data. Alternatively, a customer account can be opened.
  - c) Prior to booking, the content and the customer details are summarised on an overview page. The Romantik guest may modify any of the booking data here. By clicking on the "confirm booking" button, the Romantik guest submits a binding offer to Hirschenhotels Parsberg GmbH to conclude a contract. After booking, the Romantik guest will receive a binding booking confirmation.
  - d) The contract text of the booking is stored by Hirschenhotels Parsberg GmbH. The Romantik guest shall receive these General Business Terms and Conditions together with the booking confirmation and the necessary legal documents and will then be able to save and print them.
- (4) Depending on the type of booking made, sometimes a credit card number and the validity period of the credit card must be saved as part of the booking process. The requirement to save a credit card number is explicitly indicated in the booking dialogue box. This information will be transmitted to Hirschenhotels Parsberg GmbH and checked before your reservation is confirmed. The credit card guarantees us the payment of all costs incurred for the accommodation booked and therefore can also be debited by us for any cancellation costs or compensation.
- (5) The Romantik guest shall ensure that all information provided while ordering from or registering with the online shop (e.g. name, address, email address, etc.) is accurate. Any changes shall be communicated to Hirschenhotels Parsberg GmbH without delay. Since order processing and contact usually take place by email, the Romantik guest shall ensure that the emails can be received by this address.
- (6) As a rule, Hirschenhotels Parsberg GmbH will also provide the Romantik guest with a written copy of the booking confirmation if booking confirmations are made verbally or by telephone. Oral or telephone bookings by the Romantik guest shall also result in a binding agreement by means of the corresponding binding verbal or telephone confirmation by Hirschenhotels Parsberg GmbH

even if the Romantik guest does not receive the relevant additional written copy of the booking confirmation.

- (7) Reservation of more than three rooms, or one or more conference rooms is binding in writing for both parties. Sub-letting, sub-leasing or transfer of rented rooms to third parties is not permitted and likewise use of rooms for a function outside typical hotel usage is not permitted.
- (8) In the interests of all involved, when registering several persons, particularly groups, the final participant numbers must be made available to Hirschenhotels Parsberg GmbH 14 days before the date of the event and the name list at least five days before arrival unless otherwise expressly agreed in writing with the Hirschenhotels Parsberg GmbH.
- (9) All prices are direct booker prices. Requests for commission are not recognised. If commission is to be added, Hirschenhotels Parsberg GmbH must be made aware of this and must agree in writing in advance. The binding contract language is German. These reservation conditions are recognised for every reservation.
- (10) If the time period between the conclusion of the contract and receipt of services exceeds six months, Hirschenhotels Parsberg GmbH reserves the right to alter prices without prior notification.

### 2.2.3 Prices and payment

- (1) Unless otherwise stated, all prices are **per person/night (per room/night)**. The prices quoted in the booking offer are final and include statutory VAT. Tourist fees/tourist taxes/accommodation taxes and also costs for optional/additional services which are booked or used on site must be paid separately. Company net price lists are subject to additional legal VAT tax. The taxes and other charges applicable to accommodation abroad are determined by the respective local regulations.
- (2) The Romantik guest shall pay the costs for accommodation and for any incidentals included in the booking directly to the Hirschenhotels Parsberg GmbH Provider or the third party provider of the incidental services, unless otherwise agreed between the Romantik hotel and the Romantik guest.
- (3) The due date of the deposit and final payment depends on the agreement made between the Romantik guest and Hirschenhotels Parsberg noted in the booking confirmation. If a special agreement has not been made, the entire price of accommodation, including charges for additional expenses and additional services, shall be payable to Hirschenhotels Parsberg GmbH at the end of the stay.
- (4) Hirschenhotels Parsberg GmbH is entitled to request a deposit of up to 20% of the total price of the accommodation services and additional services booked after the conclusion of the contract, unless the amount of the deposit is otherwise agreed in the individual case.
- (5) Payments in foreign currencies and with a crossed cheque are not possible. Credit card payments are only possible if this is agreed or offered by the hotel in general by notice.
- (6) If an agreed deposit is not paid or not paid in full within the specified period by the Romantik guest, despite a reminder from Hirschenhotels Parsberg GmbH with a reasonable deadline, then Hirschenhotels Parsberg GmbH is entitled, insofar as they are willing and able to provide the contractual services and insofar as the Romantik guest does not have a statutory or contractual right of retention, to withdraw from the contract with the Romantik guest and to charge cancellation fees to him/her in accordance with paragraph 2.2.5 of these conditions.
- (7) Reservations at prices which are identified as advance booking rates are binding and cannot be changed without fees or cancelled. In these cases, the accommodation price is due for payment at the time of reservation and is non-refundable.
- (8) There are no reimbursements for services which were purchased but not made use of.
- (9) If after conclusion of the contract, the legal tax rates are changed, the agreed price will also change correspondingly without need for prior notification.

#### 2.2.4 Cancellation rights

As required by law, we wish to point out to the Romantik guest that in accordance with statutory provisions (§ 312g paragraph. 2 clause 1 no. 9 German Civil Code) there is no right of cancellation in the case of accommodation contracts concluded long distance (letters, catalogues, phone calls, faxes, emails, text messages sent via mobile phone as well as radio and teledmedia), however the statutory provisions relating to the non-use of rental services (§ 537 German Civil Code) shall indeed apply. However, a right of cancellation exists if the accommodation contract has been concluded outside business premises, unless the verbal proceedings on which the conclusion of the contract is based have been conducted by you as a consumer on a previous order; in the latter case, there is no right of cancellation

#### 2.2.5 Arrival/Departure/Cancellation

- (1) The following provisions shall apply, unless other agreements have been made in individual cases between the Romantik guest and Hirschenhotels Parsberg GmbH.
- (2) The Romantik guest shall vacate the accommodation at the agreed time, without special agreement at the latest by 11:00 am on the day of departure. If the accommodation is not vacated on time, Hirschenhotels Parsberg GmbH may request an appropriate additional payment. For late check out after 11:00 am, half of the room rate may be invoiced. If departure is up to 18:00 pm half of the room rate may be charged and for departure after 18:00 pm the full room price may be charged.  
We reserve the right to claim further damages.
- (3) Check in for reserved rooms is latest 18:00 pm on day of arrival. An entitlement to accommodation after this point shall not apply, unless a specific later arrival time has been agreed in written form.
- (4) The Romantik guest is entitled to withdraw from the contract at any time prior to the start of the journey against payment of reasonable indemnification or an indemnification lump-sum as per clause (5).
- (5) The Romantik guest (private customer) is obliged to pay the following compensation to Hirschenhotels Parsberg GmbH each case based on the total price of the accommodation services (including all ancillary costs), but without consideration of tourist fees or other city taxes, in line with the rates approved by the courts for the assessment of saved expenses:
  - a) For room only 90%
  - b) For accommodation / breakfast 80%
  - c) For half board 70%
  - d) For full board 60%
- (6) However, the above shall not apply,
  - a) if the Romantik guest has been granted free cancellation by Hirschenhotels Parsberg GmbH or parent organisation Romantik Hotels and Restaurants AG in the individual case and Hirschenhotels Parsberg GmbH receives, in a timely manner, the Romantik guest's declaration about the exercise of this free cancellation, which does not need to be made in any specific form
  - b) If at the place of destination, or in the immediate vicinity of the place of destination, unavoidable, unusual circumstances occur that have a considerable effect on the execution of the journey.
- (7) The Romantik guest expressly retains the right to prove to Hirschenhotels Parsberg GmbH that the saved expenses are substantially higher than the deductions accounted for above, or that the

accommodation or other services have been otherwise used. If such evidence exists, the Romantik guest is only obliged to pay the correspondingly lower amount

(8) The notice of cancellation for all bookings shall be sent directly to Hirschenhotels Parsberg GmbH and shall be in text form.

(9) **General provisions for cancellation / withdrawal from booked events**

If there are more than 40 days between the reservation (date of hotel confirmation correspondence) and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:

- a) up to 40 days before arrival: free of charge
- b) up to 30 days before arrival: 10% of the agreed services / arrangements.
- d) 29 to 14 days before arrival: 40% of the agreed services / arrangements.
- e) 13 to 4 days before arrival: 70% of the agreed services / arrangements.
- f) up to 3 days before arrival: 90% of the agreed services / arrangements.

If there are between 40 and 20 days between the reservation and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:

- a) 20 to 10 days before arrival: 30 % of the agreed services / arrangements.
- b) 9 to 3 days before arrival: 45 % of the agreed services / arrangements.
- c) up to 3 days before arrival: 60 % of the agreed services / arrangements.

If there are less than 20 days between the reservation and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:

- a) 10% of the agreed services / arrangements
- b) if cancellation occurs on day of arrival or for no show 90 % of the first night's accommodation or first arrangement day shall be invoiced.

(10) **Cancellation conditions for long-term bookings (more than 10 nights)**

- a) up to 50 days before arrival: free of charge
- b) up to 40 days before arrival: 10 % of the agreed services / arrangements.
- c) 39 to 30 days before arrival: 20 % of the agreed services / arrangements.
- d) 29 to 14 days before arrival: 30 % of the agreed services / arrangements.
- e) 13 to 4 days before arrival: 50 % of the agreed services / arrangements.
- f) up to 3 days before arrival: 70 % of the agreed services / arrangements.
- g) on day of arrival: 90 % of the agreed services / arrangements.

If departure takes place earlier than the agreed departure date Hirschenhotels Parsberg GmbH reserves the right to invoice the next 10 nights. If the number of nights remaining until departure is less than 10 nights the remaining nights shall not be refunded and payment for these will be due to Hirschenhotels Parsberg GmbH.

## 2.2.6 Warranty

(1) Hirschenhotels Parsberg GmbH shall be responsible for any travel defects. If this does not involve a package holiday, the warranty provisions shall be in line with the statutory provisions of tenancy and service contract law.

(2) Furthermore, Hirschenhotels Parsberg GmbH is entitled to terminate the contract under the following circumstances:

- a) If services of the Hirschenhotels Parsberg GmbH have been booked by the Romantik guest under misleading or false information and withholding essential information which is relevant and crucial information to our Romantik hotel - such as our Romantik hotel taking a booking which otherwise we would not have taken with knowledge of the true information.
- b) If Hirschenhotels Parsberg GmbH has reasonable grounds to assume that the Romantik guest is in breach of the conditions of the booking contract including these General Business Terms

and Conditions. Particularly if the room booked is being misused or the motive for the stay is against the law or contrary to public order.

- c) If Hirschenhotels Parsberg GmbH has reasonable grounds to assume that utilisation of services by the Romantik Gast can endanger the safety of guests or employees and that this endangerment is based on circumstances which can be attributed to the Romantik guest.

Conditional to termination is that Hirschenhotels Parsberg GmbH must immediately inform the Romantik guest of the termination and immediately exert the right of withdrawal. If payments have already been made by the Romantik guest, these will be refunded by Hirschenhotels Parsberg GmbH unless there is a right of retention or claim for damages on our part.

## **2.3 Sale of vouchers**

### **2.3.1 The Romantik gift vouchers have the following special features:**

- (1) Hirschenhotels Parsberg GmbH sells its own vouchers. The following provisions are valid. If gift vouchers without a specific expiry date/period of validity, shall be subject to the following provisions, even if the gift vouchers have been issued for a package holiday.
- (2) They may under no circumstances be exchanged for cash in whole or in part.
- (3) They may only be used during their period of validity. After the end of the period of validity, it is no longer possible for them to be subject to a refund or any other use
- (4) Our service gift vouchers have a validity period of one year. The vouchers will expire at the end of the year following the date of issue of the voucher. The validity of Romantik gift vouchers is governed by law.
- (5) Our gift vouchers can only be redeemed at Hirschenhotels Parsberg GmbH.
- (6) Our value vouchers may only be redeemed to the value that is stated in Euros on the gift voucher.

### **2.3.4 Delivery**

- (1) Delivery occurs after receipt of the full payment of the price either by the immediate issuance of the gift voucher or by shipment of it to the Romantik guest.
- (2) The Romantik gift voucher ordered or the ordered goods can be shipped according to Romantik guest preference and at his/her expense to his/her personal address, or directly to the named and specified beneficiaries.
- (3) Delivery is made within the delivery period specified for the respective product. Should Hirschenhotels Parsberg GmbH fail to meet an agreed delivery date, the Romantik guest shall set a reasonable grace period, which shall not be less than two weeks.
- (4) All delivery times specified by Romantik Hotels during orders or those otherwise agreed shall start on the day the full purchase price is received (including sales tax and shipping costs).
- (5) Only the date of the handover of the goods by Hirschenhotels Parsberg GmbH to the shipping company is decisive in determining observance of the shipment date.
- (6) Hirschenhotels Parsberg GmbH is not liable for the impossibility of delivery or for delays in delivery, as far as these have been caused by
  - a) Force majeure (e.g. civil unrest, acts of terror, strikes/lockouts, natural catastrophes, acts of war, difficulties in the procurement of materials, local power outages, accidents, difficulties in obtaining necessary regulatory approvals)
  - b) Viruses or other attacks by third parties on the IT system of Romantik Hotels, whether or not Romantik Hotels has taken preventative measures corresponding with current state of the art technology
  - c) Impediments arising from any German or US-American, national, EU or international foreign trade legislation, or any other circumstances for which we are not accountable. In the event of

unavailability of ordered goods due to the aforementioned circumstances in the previous sentence, Hirschenhotels Parsberg GmbH will immediately inform the Romantik guest of the inability to deliver. If such events make delivery or the service impossible for Hirschenhotels Parsberg GmbH and the obstruction is not only short-term, we are entitled to withdraw from the contract, if we have not assumed the procurement risk. Short-term impediments may extend delivery time for the product or service or post-pone delivery by the time period of the hindrance plus an appropriate lead time.

- (7) If a binding agreement has been made for a delivery schedule and the agreed delivery is delayed by more than four weeks due to circumstances stated in paragraph 6, sentence 1 or if a non-binding agreement has been made but adherence to the contract is objectively unreasonable, the Romantik guest is entitled to withdraw from the part of the contract which has not yet been fulfilled. If the event of withdrawal by the Romantik guest and/or Hirschenhotels Parsberg GmbH services already rendered are to be immediately reimbursed. The Romantik guest has no further claims, in particular claims for damages.
- (8) If Hirschenhotels Parsberg GmbH delays delivery or service provision, or if delivery or service becomes impossible for whatever reason, the liability of Hirschenhotels Parsberg GmbH or damages is limited in accordance with section § 4 of these General Business Terms and Conditions.
- (9) If the Romantik guest is a consumer, the risk of accidental destruction or accidental damage or accidental loss of the delivered goods is transferred to the Romantik guest at the time the goods are delivered to the Romantik guest or when the customer is in default of acceptance. In all other cases, the risk is transferred to the Romantik guest upon delivery of the goods to the transport company.
- (10) If the client is a company, the risk of accidental destruction and of accidental deterioration of the goods is transferred to the client upon handover or upon delivery of the item to the shipping company, the carrier or the person or institution otherwise responsible for executing the shipment in the event of a mail-order purchase.

### **2.3.5 Cancellation policy for private customers / consumers**

**Note:** The following right of cancellation exists only if the Romantik guest is a consumer within the meaning of section 13 German Civil Code. The following right of cancellation does not apply to orders for goods that have been personalised and/or customised.



## Cancellation policy

### **Right of cancellation**

You have the right to cancel this contract within 14 days without giving reasons. The cancellation period is 14 days from the date on which you or a third party nominated by you who is not a carrier has/have taken possession of the goods. To exercise your right of cancellation, you must inform us

**Hirschenhotels Parsberg GmbH**  
**Marktstraße 1a**  
**92331 Parsberg**  
**info@hirschenhotels.com**

of your decision to withdraw from this contract by means of clear notice (such as e.g. a letter sent by post, fax or email). You can use the attached cancellation form template for this purpose. This is not obligatory, however. Sending notice of the exercise of the right of cancellation before the cancellation period ends shall suffice to comply with the cancellation period.

### **Consequences of cancellation**

If you cancel this agreement, we must reimburse you for all payments we have received from you, including delivery charges (except for the additional costs arising from selecting a different delivery type than the lowest standard delivery rate offered by us), without delay and no later than 14 days from the date on which we have received notice of your contract cancellation. For this reimbursement, we will use the same means of payment that you used in the original transaction, unless expressly otherwise agreed with you; under no circumstances will you be charged for these reimbursement fees. We may refuse reimbursement until we have received the goods back or until you have provided proof that you have sent the goods back, whichever is earlier. You must send back or return the goods immediately and in any case within 14 days from the date on which you inform us of the cancellation of this contract, to **Romantik Hotels & Restaurants AG, Hahnstr. 70, 60528 Frankfurt am Main**. The deadline is considered to be met if you send the goods before the deadline of 14 days. You are responsible for paying the direct costs of returning the goods. You will only be required to pay for any loss of value of the goods if this loss of value is attributable to your handling the goods in a way that it is not necessary in order to check the condition, properties and functionality of the goods.

### **2.3.6 Warranty**

- (1) In the case of a material defect of the purchased item, the statutory provisions shall apply in principle.
- (2) If the Romantik guest is a consumer, s/he may primarily request remedial action, i.e. subsequent delivery or remedy of defects according to preference. However, if the
- (3) Romantik guest is a company, Hirschenhotels Parsberg GmbH may choose between the remediation of defects or delivery of an item without defects. In this case, notice shall be given in writing (also by fax or email) to the Romantik guest within three working days of receipt of the notification of the defect. The Romantik Hotel may refuse to accept the type of remedial action chosen by the Romantik guest if the cost of such action were disproportionate..
- (4) If the remedial action in accordance with clause 1 fails or is unreasonable vis à vis the Romantik guest, or if Romantik Hotels refuses to carry out the remedial action, the Romantik guest is entitled

to withdraw from the purchase contract, reduce the purchase price or demand damages or a replacement for his or her wasted expenditure, in accordance with the applicable law. For claims by the Romantik guest for damages, the special provisions of section 4 of these General Business Terms and Conditions shall also apply.

- (5) The following shall apply only to companies: The Romantik guest must inspect the goods carefully after consignment without delay. The delivered goods shall be deemed as approved by the Romantik guest if a defect is not reported (i) in the case of obvious defects within five working days of delivery or (ii) otherwise within five working days of discovery of the defect.
- (6) If the complaint proves unjustified and the item was in perfect condition, Romantik Hotels shall be entitled to charge the Romantik guest shipping and inspection costs of 40.00 EUR. The Romantik guest retains the right to prove the costs were lower and Romantik Hotels retains the right to prove that the costs were higher.
- (7) The Romantik guest shall not receive warranties in the legal sense from Hirschenhotels Parsberg GmbH. Manufacturer's warranties remain unaffected.

## **2.4 Booking package holidays**

### **2.4.1 General**

- (1) The following provisions shall apply if Hirschenhotels Parsberg GmbH is acting in the capacity of a travel agent. This involves in particular booking package holidays, as described in item 2.2.1. Our Romantik Hotel shall endeavour to label the package holiday services accordingly. Therefore, the following provisions concern in particular the arrangements that are labelled package holidays as part of the themed holidays.
- (2) Travel services and packages that are part of the themed holidays may be booked in writing, by telephone, direct at Hirschenhotels Parsberg GmbH or by using the booking and reservation website [www.romantikhotels.com](http://www.romantikhotels.com) of the parent organisation of the hotel and restaurant cooperation 'Romantik Hotels and Restaurants AG'.
- (3) Online bookings are made directly 'online' via the reservation platform of a strategic internet partner of Romantik Hotels. This partner is TourOnline, which provides the booking system. TourOnline is neither a contract partner nor a travel agent.

### **2.4.2 Conclusion of the contract and contract partners**

- (1) Hirschenhotels Parsberg GmbH is the contract partner of the Romantik guest for all package holidays booked with us. In accordance with §§ 651a ff. German Civil Code the travel agent is responsible for the proper provision of all travel services included in the contract.
- (2) The following applies to the booking:
  - a) The booking is made exclusively by electronic means by completion and submission of the booking form. Telephone, electronic or written bookings shall be entered into the booking system by Hirschenhotels Parsberg GmbH. After booking, the Romantik guest will receive a binding booking confirmation; in all other respects, clause (3) lit. d) shall apply.
  - b) Clicking on the "Book" button will open a booking screen. Romantik guests can choose the desired dates here, the room, any additional services and provide their personal data. Alternatively, a customer account can be opened.
  - c) Prior to booking, the content and the customer details are summarised on an overview page. The Romantik guest may modify any of the booking data here. By clicking on the "confirm booking" button, the Romantik guest submits a binding offer to Hirschenhotels Parsberg GmbH to conclude a contract. After booking, the Romantik guest will receive a binding booking confirmation.

- d) The contract text of the booking is stored by Hirschenhotels Parsberg GmbH. The Romantik guest shall receive these General Business Terms and Conditions together with the booking confirmation and the necessary legal documents and will then be able to save and print them.
- (3) Depending on the type of booking made, sometimes a credit card number and the validity period of the credit card must be saved as part of the booking process. The requirement to save a credit card number is explicitly indicated in the booking dialogue box. This information will be transmitted to our Romantik hotel and checked before your reservation is confirmed. The credit card guarantees us the payment of all costs incurred for the accommodation booked. The credit card is a form of security for us and can therefore also be debited by us for any cancellation costs or compensation.
- (4) The Romantik guest shall ensure that all information provided while ordering from or registering with the online shop (e.g. name, address, email address, etc.) is accurate. Any changes shall be communicated to Hirschenhotels Parsberg GmbH without delay. Since order processing and contact usually take place by email, the Romantik guest shall ensure that the email address is up to date.
- (5) As a rule, Hirschenhotels Parsberg GmbH will also provide the Romantik guest with a written copy of the booking confirmation if booking confirmations are made verbally or by telephone. Oral or telephone bookings by the Romantik guest shall also result in a binding agreement by means of the corresponding binding verbal or telephone confirmation by Hirschenhotels Parsberg GmbH, even if the Romantik guest does not receive the relevant additional written copy of the booking confirmation.
- (6) Reservation of more than three rooms, or one or more conference rooms is binding in writing for both parties. Sub-letting, sub-leasing or transfer of rented rooms to third parties is not permitted and likewise use of rooms for a function outside typical hotel usage is not permitted.
- (7) In the interests of all involved, when registering several persons, particularly groups, the final participant numbers must be made available to Hirschenhotels Parsberg GmbH 14 days before the date of the event and the name list at least five days before arrival unless otherwise expressly agreed in writing with Hirschenhotels Parsberg GmbH.
- (8) All prices are direct booker prices. Requests for commission are not recognised. If commission is to be added, Hirschenhotels Parsberg GmbH must be made aware of this and must agree in writing in advance. The binding contract language is German. These reservation conditions are recognised for every reservation.
- (9) If the time period between the conclusion of the contract and receipt of services exceeds six months, Hirschenhotels Parsberg GmbH reserves the right to alter prices without prior notification.

### 2.4.3 Prices and payment

- (1) Unless otherwise stated, all prices are **per person/night (per room/night)**. The prices quoted in the booking offer are final and include statutory VAT. Tourist fees/tourist taxes/accommodation taxes and also costs for optional/additional services which are booked or used on site must be paid separately. Company net price lists are subject to additional legal VAT tax! The taxes and other charges applicable to accommodation abroad are determined by the respective local regulations.
- (2) The Romantik guest shall pay the costs for accommodation and for any incidentals included in the booking directly to Hirschenhotels Parsberg GmbH Provider or the third party provider of the incidental service.
- (3) The due dates for the deposit and the final payment shall be as agreed by the Romantik guest and Hirschenhotels Parsberg GmbH and as noted in the booking confirmation. If a special agreement

- has not been made, the entire price of accommodation, including charges for additional expenses and additional services, shall be payable to Hirschenhotels Parsberg GmbH at the end of the stay.
- (4) Hirschenhotels Parsberg GmbH – but not the parent organisation Romantik Hotels and Restaurants AG itself – is entitled to request a deposit of up to 20% of the total price of the accommodation services and of booked additional services, after the conclusion of the contract, unless the amount of the deposit is otherwise agreed in the individual case.
  - (5) Payments in foreign currencies and with a crossed cheque are not possible. Credit card payments are only possible if this is agreed or offered by Hirschenhotels Parsberg GmbH in general via notice.
  - (6) If an agreed deposit is not paid or not paid in full within the specified period by the Romantik guest, despite a reminder from the Provider with a reasonable deadline, then the Provider is entitled, insofar as s/he himself is willing and able to provide the contractual services and insofar as the Romantik guest does not have a statutory or contractual right of retention, to withdraw from the contract with the Romantik guest and to charge cancellation fees to him/her in accordance with Paragraph 2.2.5 of these conditions.
  - (7) We furthermore recommend that the Romantik guest purchases travel cancellation insurance or insurance to cover the costs of assistance including return transportation in the event of an accident, illness or death.
  - (8) Reservations at prices which are identified as advance booking rates are binding and cannot be changed without fees or cancelled. In these cases, the accommodation price is due for payment at the time of reservation and is non-refundable.
  - (9) There are no reimbursements for services which were purchased but not made use of.
  - (10) If after conclusion of the contract, the legal tax rates are changed, the agreed price will also change correspondingly without need for prior notification.
  - (11) Payment is to be made by credit card, cash or EC cash at time of departure unless otherwise expressly agreed in writing. If payment via bank transfer has been agreed this must take place within 8 days of the invoice date, without deduction. If payment is late Hirschenhotels Parsberg GmbH is entitled to charge interest for late payment (no less than 1% per month). A weekly interim billing is conducted for longer stays.

#### **2.4.4 Rights of cancellation**

As required by law, we wish to point out to the Romantik guest that in accordance with statutory legislation (§ 312g paragraph 2 clause 1 no. 9 German Civil Code) there is no right of cancellation in the case of accommodation contracts concluded long distance (letters, catalogues, phone calls, faxes, emails, text messages sent via mobile phone as well as radio and telemedia), however the statutory legislation relating to the non-use of rental services (section 537 German Civil Code) shall indeed apply. However, a right of cancellation exists if the accommodation contract has been concluded outside business premises, unless the verbal proceedings on which the conclusion of the contract is based have been conducted by you as a consumer on a previous order; in the latter case, there is no right of cancellation.

#### **2.4.5 Arrival/Departure/cancellation/transfer of contract**

- (1) The following provisions shall apply, unless other agreements have been made in individual cases between the Romantik guest and Hirschenhotels Parsberg GmbH.
- (2) The Romantik guest shall vacate the accommodation at the agreed time, without special agreement at the latest by 11:00 am on the day of departure. If the accommodation is not vacated on time, Hirschenhotels Parsberg GmbH may request an appropriate additional

payment. For late check out after 11:00 am, half of the room rate may be invoiced. If departure is up to 18:00 pm half of the room rate may be charged and for departure after 18:00 pm the full room price may be charged.

We reserve the right to claim further damages.

- (3) Check in for reserved rooms is latest 18:00 pm on day of arrival. An entitlement to accommodation after this point shall not apply, unless a specific later arrival time has been agreed in written form.
- (4) The Romantik guest is entitled to withdraw from the contract at any time prior to the start of the journey against payment of reasonable indemnification or an indemnification lump-sum as per clause 5.
- (5) The Romantik guest is obliged to pay the following compensation to Hirschenhotels Parsberg GmbH in each case based on the total price of the accommodation services (including all ancillary costs), but without consideration of tourist fees or other city taxes, in line with the rates approved by the courts for the assessment of saved expenses:
  - a) For room only 90%
  - b) For bed and breakfast 80%
  - c) For half board 70%
  - d) For full board 60%
- (6) However, the above shall not apply,
  - a) if the Romantik guest has been granted free cancellation by Hirschenhotels Parsberg GmbH in the individual case and Romantik Hotels or the Provider receives, in a timely manner, the Romantik guest's declaration about the exercise of this free cancellation, which does not need to be made in any specific form.
  - b) if at the place of destination, or in the immediate vicinity of the place of destination, unavoidable, unusual circumstances occur that have a considerable effect on the execution of the package holiday.
- (7) The Romantik guest expressly retains the right to prove to Hirschenhotels Parsberg GmbH that the saved expenses are substantially higher than the deductions accounted for above, or that the accommodation or other services have been otherwise used. If such evidence exists, the Romantik guest is only obliged to pay the correspondingly lower amount..
- (8) The notice of cancellation for all bookings shall be sent directly to Hirschenhotels Parsberg GmbH and shall be in text form.
- (9) The Romantik guest shall furthermore be entitled to transfer the package holiday contract to a third party provided the declaration to this effect has been received by Hirschenhotels Parsberg GmbH at the latest seven days prior to the start of the trip and provided Romantik Hotels has not objected to the entry of a third party in accordance with section 651(e) German Civil Code. The declaration of the Romantik guest shall be submitted in writing. In all other respects, section 651(e) German Civil Code shall apply.
- (10) **General provisions for cancellation / withdrawal from booked events**  
If there are more than 40 days between the reservation (date of hotel confirmation correspondence) and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:
  - a) up to 40 days before arrival: free of charge
  - b) up to 30 days before arrival: 10% of the agreed services / arrangements.
  - d) 29 to 14 days before arrival: 40% of the agreed services / arrangements.
  - e) 13 to 4 days before arrival: 70% of the agreed services / arrangements.
  - f) up to 3 days before arrival: 90% of the agreed services / arrangements.

If there are between 40 and 20 days between the reservation and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:

- a) 20 to 10 days before arrival: 30 % of the agreed services / arrangements.
- b) 9 to 3 days before arrival: 45 % of the agreed services / arrangements.
- c) up to 3 days before arrival: 60 % of the agreed services / arrangements.

If there are less than 20 days between the reservation and date of arrival: **For cancellations or modifications of reserved hotel rooms, function rooms and arrangements** the following shall be invoiced:

- a) 10% of the agreed services / arrangements
- b) if cancellation occurs on day of arrival or for no show 90 % of the first night's accommodation or first arrangement day shall be invoiced.

**(11) Cancellation conditions for long-term bookings (more than 10 nights)**

- a) up to 50 days before arrival: free of charge
- b) up to 40 days before arrival: 10 % of the agreed services / arrangements.
- c) 39 to 30 days before arrival: 20 % of the agreed services / arrangements.
- d) 29 to 14 days before arrival: 30 % of the agreed services / arrangements.
- e) 13 to 4 days before arrival: 50 % of the agreed services / arrangements.
- f) up to 3 days before arrival: 70 % of the agreed services / arrangements.
- g) on day of arrival: 90 % of the agreed services / arrangements.

If departure takes place earlier than the agreed departure date Hirschenhotels Parsberg GmbH reserves the right to invoice the next 10 nights. If the number of nights remaining until departure is less than 10 nights the remaining nights shall not be refunded and payment for these will be due to Hirschenhotels Parsberg GmbH.

#### **2.4.6 Warranty**

- (1) In the event of a defect, the statutory provisions of section 651(i) et seq. German Civil Code shall apply.
- (2) The Romantik guest may request assistance primarily in accordance with section 651(k) German Civil Code. To this end, the guest shall set a reasonable deadline, unless Hirschenhotels Parsberg GmbH refuses the remedy or a remedy is required without delay; in such cases and in the event that the deadline is not met, the Romantik guest shall be entitled to arrange a remedy himself and to request reimbursement for the required expenses. If Hirschenhotels Parsberg GmbH is entitled under section 651(k)(1) and (2) German Civil Code to refuse remedy and if the defect involves a considerable proportion of the travel services, the Romantik guest shall be entitled to a remedy by way of reasonable compensation.
- (3) Apart from that, the Romantik guest shall be entitled in accordance with statutory provisions to terminate the travel contract (section 651(l) German Civil Code), to reduce the price of the trip (section 651(m) German Civil Code) or to claim damages (section 651(n) German Civil Code). For claims of the Romantik guest for damages, the special provisions of item 2.4.8 of these General Business Terms and Conditions shall also apply.
- (4) In the event of the travel package having a defect, the Romantik guest shall report the defect without delay to Hirschenhotels Parsberg GmbH otherwise the guest shall not be entitled to reduce the travel package price or to claim damages.
- (5) The defect-related rights shall become time-barred within two years, beginning on the day on which, according to the contract, the package holiday should have ended.
- (3) Hirschenhotels Parsberg GmbH is entitled to terminate the contract under the following circumstances:
  - a) If services of the Hirschenhotels Parsberg GmbH have been booked by the Romantik guest under misleading or false information and withholding essential information which is relevant

and crucial information to our Romantik hotel - such as our Romantik hotel taking a booking which otherwise we would not have taken with knowledge of the true information.

- b) If Hirschenhotels Parsberg GmbH has reasonable grounds to assume that the Romantik guest is in breach of the conditions of the booking contract including these General Business Terms and Conditions. Particularly if the room booked is being misused or the motive for the stay is against the law or contrary to public order.
- c) If Hirschenhotels Parsberg GmbH has reasonable grounds to assume that utilisation of services by the Romantik Gast can endanger the safety of guests or employees and that this endangerment is based on circumstances which can be attributed to the Romantik guest.

Conditional to termination is that Hirschenhotels Parsberg GmbH must immediately inform the Romantik guest of the termination and immediately exert the right of withdrawal. If payments have already been made by the Romantik guest, these will be refunded by Hirschenhotels Parsberg GmbH unless there is a right of retention or claim for damages on our part.

#### **2.4.7 Duty of the travel agent to provide assistance**

Should the Romantik guest find him/herself in the case of section 651(k)(4) German Civil Code or for other reasons in difficulty Hirschenhotels Parsberg GmbH shall provide reasonable assistance by providing information and support by establishing long-distance telephone connections and searching for other travel options. If the Romantik guest him/herself caused the circumstances that require assistance, wilfully or negligently, Hirschenhotels Parsberg GmbH shall be entitled to request reimbursement for any expenses incurred, provided they are reasonable and were actually incurred.

#### **2.4.8 Limitation of liability**

As an exception to the limitation of liability in accordance with section 4, the statutory liability rules apply to package holidays, with the following limitation: If Hirschenhotels Parsberg GmbH is liable for third parties, the liability shall be limited to three times the price of the travel. This limitation shall not apply to bodily injury or damage that is culpably caused.

### **§ 3 Travelling with pets, other obligations of the guest**

- (1) The Romantik guest is obliged to treat the accommodation and its facilities, along with all facilities of the Hirschenhotels Parsberg GmbH nly in accordance with its intended purpose, in accordance with the rules of use as far as they exist (e.g. for swimming pools and saunas), and with overall care.
- (2) The Romantik guest is obliged to observe the house rules or site regulations, which were provided to him/her or of which there was a reasonable possibility that s/he was informed on the basis of appropriate information.
- (3) Travelling with and accommodation for pets in the accommodation is only permitted if expressly agreed and provided for by Hirschenhotels Parsberg GmbH in its offer. Within the framework of such agreements, the Romantik guest is obliged to provide accurate information about the type and size of animal. Violations of this may entitle the Provider to the right to extraordinary cancellation of the accommodation contract.

## § 4 Limitation of liability

### **4.1 General**

- (1) The following exclusions and limitations of liability shall apply in cases of the liability of our Romantik Hotels for damages, without prejudice to other statutory requirements for entitlement.
- (2) Hirschenhotels Parsberg GmbH shall be liable if it is culpable of intent or gross negligence.
- (3) Hirschenhotels Parsberg GmbH shall be liable for ordinary negligence only in the case of a breach of duty, the fulfilment of which makes the proper execution of the contract possible in the first place and compliance with which may be regularly relied upon by the Romantik guest or contract partner (known as cardinal obligation).
- (4) If Hirschenhotels Parsberg GmbH is liable for ordinary negligence in accordance with clause 3 this liability shall be limited to the damages which Hirschenhotels Parsberg GmbH typically had to expect under the known circumstances upon conclusion of the contract.
- (5) Aside from this, liability for damages of all kinds, regardless of the basis of the claim, including liability for negligence on conclusion of the contract, is excluded.
- (6) The above exclusions and limitations of liability shall not apply if Hirschenhotels Parsberg GmbH has provided a warranty for the condition of the goods, nor for damages which are to be compensated for under the Product Liability Act, nor for damage to life, limb or health, nor to legal claims.
- (7) The above exclusions and limitations of liability shall also apply to the benefit of the employees, vicarious agents and other third parties whose services Hirschenhotels Parsberg GmbH use to fulfil the contract.
- (8) There is no change in the burden of proof to the disadvantage of the Romantik guest connected with the preceding provisions.
- (9) Hirschenhotels Parsberg GmbH shall be liable for items brought by the guest in accordance with statutory requirements.
- (10) The hotel assumes no liability for losses or damages for vehicles parked or manoeuvred on hotel property, nor their contents.
- (11) Wake-up services shall be performed by the hotel with care and equally messages, post and consignment of goods are handled with care, however without guarantee or liability.
- (12) All claims against Hirschenhotels Parsberg GmbH shall become time-barred no later than one year after begin of legal contract.

### **4.2 Liability in the event of impossibility**

If delivery or service becomes impossible, Hirschenhotels Parsberg GmbH assumes liability in accordance with statutory provisions in cases of intent or gross negligence as well as culpably caused injuries to life, body or health. In other cases of impossibility, the claim of the Romantik guest is limited to damages in addition to or instead of the service including reimbursement of goods not supplied to a total of 5 % of the value of the service/delivery. Further claims of the Romantik guests due to impossibility of delivery/service shall be excluded even after expiry of a deadline set for services by our Romantik hotel. This limitation does not apply in the event of culpable violation of significant contractual duties; claims for damages for culpable violation of significant contractual duties are however limited to typical contractual foreseeable damages (see paragraph 3), unless a further case in accordance with paragraph 1 has occurred. Rights of the Romantik guest to withdraw from the contract remain unaffected. There is no change in the burden of proof to the disadvantage of the Romantik guest connected with the preceding provisions.



### **4.3 Liability for third party services and data communication**

- (1) Hirschenhotels Parsberg GmbH is not liable for service disruptions in association with services that are only provided as external services in a manner identifiable to the Romantik guest during their visit (e.g. excursions, tickets, tickets for transport services, sporting events, theatre visits, exhibitions, etc.). The same shall apply to third-party services which are already arranged by the Hirschenhotels Parsberg GmbH together with the booking of the accommodation, provided they are explicitly identified in the offer or the booking confirmation as third-party services.
- (2) In accordance with the current technology available, data communication via the internet cannot be guaranteed to be error-free and/or accessible at all times. Hirschenhotels Parsberg GmbH is therefore not liable for the constant and uninterrupted availability of the online service [www.romantikhoteles.com](http://www.romantikhoteles.com) nor for technical and electronic errors of a booking, order, or reservation process on which Romantik Hotels has no influence, and particularly not for the delayed processing or acceptance of offers or acceptances.

### **§ 5 Copyright/Intellectual property rights**

- (1) The Romantik guest accepts all reasonable costs incurred by Hirschenhotels Parsberg GmbH Hotels as a result of the infringement of third-party rights caused by him/her, including reasonable costs incurred for legal defence. All further rights and claims for damages of Hirschenhotels Parsberg GmbH remain unaffected.
- (2) The above obligations of the Romantik guest do not apply insofar as s/he is not responsible for the infringement in question.
- (3) The website [www.romantikhoteles.com](http://www.romantikhoteles.com) contains data, information and images which are protected by trademark and/or copyright law for the parent organisation "Romantik Hotels and Restaurants AG" or, in individual cases, on the part of third parties. Reproduction or use in whole or in part of pictures, graphics, texts or other content of the website, including in other electronic or printed media and publications, in particular copies, reprints, further processing, electronic archiving, transfer of data to other data media or use for purposes other than those provided for herein is only permitted with the written consent of the parent organisation "Romantik Hotels and Restaurants AG". This applies equally to data, information, pictures and copyright from our hotel website.
- (4) Technical duplication for the purpose of browsing is expressly permitted, provided this is not for commercial purposes and duplication is for personal use.
- (5) Any unlawful use of the terms, designs, logos and trademarks mentioned in Clause 4 without granting rights by Romantik Hotels constitutes an infringement of the intellectual property rights of the parent organisation "Romantik Hotels and Restaurants AG" and also for Hirschenhotels Parsberg GmbH.

### **§ 6 Miscellaneous**

- (1) Links to websites of other companies (third-party providers) contained on the websites of [www.romantikhoteles.com](http://www.romantikhoteles.com) as well as Hirschenhotels Parsberg GmbH are only provided in the interest of the Romantik guest. When the Romantik guest clicks on such a link, he will leave the parent organisation "Romantik Hotels and Restaurants AG" website or our website. Both we and the parent organisation "Romantik Hotels and Restaurants AG" have no influence over the content of third-party websites. Therefore, both we and the "Romantik Hotels and Restaurants AG" are unable to accept any liability for the accuracy, completeness and unobjectionable nature of these third-party contents.
- (2) The following practices are prohibited:

- a) Any form of utilisation, distribution, duplication, editing, translation, publication, making available to the public or decompilation, relating to the website, its contents and linked databases, including updated versions, by way of automated devices or manual processes (including "screen scraping"); monitoring of the website or of the platform or systems of the parent organisation "Romantik Hotels and Restaurants AG" by means of what are known as bots, spiders or other automatic means, with the exception of non-commercial public archives, which use tools for collecting information for the sole purpose of displaying hyperlinks on the website, as long as this is done from a static IP address or a range of IP addresses
- b) Use of the website or the platform or systems of the parent organisation "Romantik Hotels and Restaurants AG" for purposes other than those specified in these General Business Terms and Conditions
- c) Use of the website or the tools and services on the website for the purpose of booking or promoting the rental of accommodation that is not offered as part of a real advertisement
- d) Reproduction of part of the website on another website or on other data media with the aid of devices, in particular image memories, or framing of the website, or other framing techniques or mirroring or reproduction of parts of the website
- e) Use or access to the systems of the parent organisation "Romantik Hotels and Restaurants AG" in ways that could jeopardise the computer system or network, e.g. by transmitting a virus, posting or transmitting information that is incorrect, fraudulently deceptive or identifiably misleading, or that constitutes an act of phishing, or results in criminal or civil liability
- f) The further referral of accommodation booked via [www.romantikhoteles.com](http://www.romantikhoteles.com) is prohibited. This particularly includes the further referral of accommodation to third parties at higher prices. In the event that this provision is breached, the parent organisation "Romantik Hotels and Restaurants AG" reserves the right to exclude Romantik guests from intermediary services at a future date. Furthermore, the parent organisation "Romantik Hotels and Restaurants AG" or Hirschenhotels Parsberg shall be entitled to cancel the booking in these cases. In addition to this, the Romantik guest is obliged to pay cancellation fees and to compensate for any damages incurred by the parent organisation "Romantik Hotels and Restaurants AG" or Hirschenhotels Parsberg GmbH.

These codes of conduct apply equally for the website of Hirschenhotels Parsberg GmbH.

### § 7 Data protection and user identification

- (1) To facilitate the booking of a themed package, the arrangement of accommodation and/or event contractor the purchase of gift vouchers or other services and goods, Romantik Hotels and Restaurants AG, Hahnstr. 70, 60528 Frankfurt am Main, Tel: +49 (0) 69/66 12 34-0, Fax: +49 (0) 69/66 12 34-56, E-Mail: [datenschutz@romantikhoteles.com](mailto:datenschutz@romantikhoteles.com), register court Frankfurt am Main HRA 30092 (hereinafter Romantik Hotels) as well as Hirschenhotels Parsberg GmbH, Markstraße 1a, 92331 Parsberg, Tel: +49 (0) 9492/606 0, Homepage: [www. Hirschenhotels.com](http://www.Hirschenhotels.com) collects, processes and uses your first and last name, your address, your email address, your IP address and also the personal data that the Romantik guest has communicated under MyRomantik to the Romantik Hotels parent organisation or Hirschenhotels Parsberg GmbH (personal data).
- (2) When a booking is made online, the data is processed in our hotel management system (PMS system). The system of our hotel cross-references the data with the central system of the Romantik Hotels and Restaurants AG in Frankfurt. If the data comparison finds that the guest is not yet

recorded in the central system, the data is not applied. If the guest is already recorded a data comparison is carried out so that the data is up-to-date and correct.

- (3) Data is collected for purposes of contract implementation, Art. 6 paragraph. 1 lit. b) DSGVO. Romantik Hotels collects, processes and uses personal data exclusively for the purpose of enabling the Romantik guest to access the desired services of Romantik Hotels from the Romantik Hotels website, [www.romantikhoteles.com](http://www.romantikhoteles.com) and provide the best service to the guest while visiting Hirschenhotels Parsberg GmbH, to simplify subsequent bookings for the Romantik guest due to pre-received data and lastly to keep data current and up-to-date which is in the interest of the Romantik guest. The legal basis is article 6 paragraph. 1 lit. f) GENERAL DATA PROTECTION REGULATION.
- (4) The personal data entered on [www.romantikhoteles.com](http://www.romantikhoteles.com) is stored and processed on servers belonging to ennit AG, Projensdorfer Str. 324, D-24106 Kiel. The data is passed on to this location due to the comparison with the hotel management system of Romantik Hotels and Restaurants AG. The data is not transferred to third parties. In addition, of course the data is stored by Hirschenhotels Parsberg GmbH.
- (5) Data is stored as long as necessary to fulfil the purposes for which it was requested or legally required. The maximum storage period is 10 years from the data or recording or the last data comparison depending on the last data processing operation. If after 10 years there has been no data comparison (meaning no online booking), the data is deleted both in the central system and hotel management system.
- (6) Romantik guests have a right to information at all times with regard to the personal data that is collected, processed and used in relation to their person. The data protection obligations arising from Articles 15-21 are fulfilled in full. Requests for information should be directed to Romantik Hotels and Restaurants AG, Hahnstr. 70, 60528 Frankfurt am Main, Tel: +49 (0) 69/66 12 34-0, Fax: +49 (0) 69/66 12 34-56 or email: [datenschutz@romantikhoteles.com](mailto:datenschutz@romantikhoteles.com). In cases of data which Hirschenhotels Parsberg GmbH itself collects and saves, requests for information should be directed to Hirschenhotels Parsberg GmbH, Mrs Andrea Ferstl, Tel: +49 (0) 9492/606 0, email: [info@hirschenhotels.com](mailto:info@hirschenhotels.com)
- (7) Romantik guests receive detailed information about the nature, extent, location and purpose of the collection, processing and use of personal data required for the execution of orders, as well as their right to object to the use of their anonymous user profiles for purposes of advertising, market research and needs-based service provision.

### **§ 8 Dispute resolution**

Hirschenhotels Parsberg GmbH is in principle prepared to participate in the dispute settlement procedure in accordance with the German Consumer Dispute Resolution Act (VBSG). The European Commission provides a platform for online dispute resolution (OS), which Romantik guests can find at <http://ec.europa.eu/consumers/odr/> or via the link in the Romantik Hotels site notice. Consumers have the option to contact this body to settle their disputes. For questions relating to the settlement of disputes you are welcome to contact Hirschenhotels Parsberg GmbH at email: [info@hirschenhotels.com](mailto:info@hirschenhotels.com).

### **§ 9 Applicable law and place of jurisdiction**

- (1) The law of the Federal Republic of Germany shall apply excluding the UN Sales Convention and the conflict of laws.
- (2) If the Romantik guest is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, the place of

jurisdiction for any disputes arising from the business relationship between Romantik Hotels and the Romantik guest is the location of our Romantik Hotel. Mandatory statutory provisions relating to exclusive jurisdictions remain unaffected by this provision.

(3) Place of fulfilment for all complimentary services of our Romantik Hotel is the location of our accommodation.

### **§ 10 General**

- (1) We reserve the right to correct errors, as well as printing or calculation errors.
- (2) Verbal agreements only become effective upon written confirmation by Hirschenhotels Parsberg GmbH.
- (3) The invalidity of any individual provisions of the contract or these conditions does not affect the effectiveness of the remaining agreements, in which case the legal provisions of the Federal German Republic shall apply.
- (4) Credit cards (Eurocard, Visa, American Express, Mastercard) are only accepted for payment for sums which are not commission requests or reduced special prices.
- (5) It should be noted that Hirschenhotels Parsberg GmbH has three locations in Parsberg, the "Original house in Marktstraße 1a", the "Garden house in Marktstraße 2" and the "Suite house in Bärenstraße 5". Hirschenhotels Parsberg GmbH expressly reserves the right to determine the "location of service provision" in accordance with the requirements of the company, i.e. it may be the case that groups are spread over the three locations and that the booked restaurant event may take place in the garden house or original house.
- (6) These General Business Terms and Conditions replace all previous General Business Terms and Conditions.
- (7) Multiple customers have joint liability.
- (8) If the guest and person ordering the service are not one and the same, both the guest and person placing the order are liable as joint debtor.
- (9) All food and drink brought-in from outside will be invoiced according to revenue lost.

**These General Business Terms and Conditions are valid from 04.07.2019 and replace all previous versions**

Parsberg July 2019