

## **General Terms & Conditions of Business**

The use of the services of Romantik Hotels & Restaurants AG (hereinafter: "Romantik Hotels") as well as the use of services by Romantik Hotels is based on the following General Terms & Conditions of Business of Romantik Hotels.

### **1 Scope**

### **2 Arrangement of accommodation contracts and contracts for package holidays and the sale of vouchers**

2.1 Services provided by Romantik Hotels

2.2 Room booking and booking of packages that are not subject to consumer law on packages

2.2.1 General

2.2.2 Contract conclusion and contracting partner

2.2.3 Prices and payment

2.2.4 Right of cancellation

2.2.5 Arrival/departure/cancellation

2.2.6 Warranty

2.3 Sale of vouchers

2.3.1 Romantik gift vouchers have the following special features:

2.3.2 Contract conclusion

2.3.3 Prices and shipping costs

2.3.4 Delivery

2.3.5 Cancellation policy for private customers/consumers

2.3.6 Warranty

2.4 Booking package holidays

2.4.1 General

2.4.2 Contract conclusion and contracting partner

2.4.3 Prices and payment

2.4.4 Right of cancellation

2.4.5 Arrival/departure/cancellation/transfer of contract

2.4.6 Warranty

2.4.7 Duty of the travel agent to provide assistance

2.4.8 Limitation of liability

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

### **4 Limitation of liability**

### **5 Copyright/intellectual property rights**

### **6 Miscellaneous**

### **7 Data protection and user identification**

### **8 Dispute resolution**

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

#### **1 Scope**

(1) Services used or offered by Romantik Hotels are provided exclusively subject to these General Terms & Conditions of Business. They are an integral part of all contracts that Romantik Hotels concludes with Romantik guests and business partners. The contracting

partner of Romantik Hotels agrees to be bound by the General Terms & Conditions of Business of Romantik Hotels.

- (2) These General Terms & Conditions of Business shall apply to all non-binding reservation enquiries and binding accommodation bookings made via the Romantik Hotels internet portal.
- (3) The Terms & Conditions of Business of the contracting 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 & Conditions of Business of the contracting partner or a third party, this does not constitute agreement with the validity of those Terms & Conditions of Business. Deviating terms and conditions must be agreed separately in writing.

## **2 Arrangement of accommodation contracts and contracts for package holidays and the sale of vouchers**

### **2.1 Services provided by Romantik Hotels**

- (1) Romantik Hotels acts exclusively as an intermediary for accommodation contracts between individual Romantik hotels and Romantik guests, but only for booking the accommodation and not for packages. Package holidays are labelled separately and are subject to the special provisions of item 2.4 of these General Terms & Conditions of Business. Please see item 2.2.1. in relation to the term "package".
- (2) Romantik Hotels also operates on its website [www.romantikhotels.com](http://www.romantikhotels.com) a platform through which gift vouchers can be purchased. The special provisions of item 2.3 of these General Terms & Conditions of Business apply in this case.
- (3) Romantik Hotels provides Romantik guests with information at [www.romantikhotels.com](http://www.romantikhotels.com) about affiliated Romantik hotels and Romantik restaurants within the umbrella organisation Romantik Hotels and Restaurants

## **2.2 Booking accommodation or booking packages that are not subject to consumer law on packages**

### **2.2.1 General**

- (1) The following provisions apply to accommodation 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 651(a)(1)(1-3) of the German Civil Code (BGB) and
  - 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) of the German Civil Code (BGB).

- (2) In such cases, Romantik Hotels is merely involved as a tour operator. Reservation enquiries made in writing, by telephone or in electronic form, or by using the booking and reservation websites at [www.romantikhotels.com](http://www.romantikhotels.com), are forwarded for checking and confirmation to the selected Romantik hotel, via Romantik Hotels, the umbrella 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 the selected hotel and/or the third party provider of incidental services in accordance with their Contractual Terms & Conditions and their General Terms & Conditions of Business.

- (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 contracting partner nor a tour operator.
- (4) Bookings can be made by telephone at Romantik Hotels. If such a booking is made through the umbrella 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.
- (5) All claims and obligations arising from an accommodation contract are directly and exclusively between the Romantik guest and the Romantik hotel or third party provider of incidental services selected by the guest. The included effective General Terms & Conditions of Business of the individual Romantik Hotels and of any third party providers shall apply.

### **2.2.2 Contract conclusion and contracting partners**

- (1) The contracting partner of a Romantik guest is in each case the selected Romantik hotel (hereinafter referred to as the "Provider"). The latter shall be responsible for the due performance of all travel services included in this Agreement.
- (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. All information in this respect is based on the information provided by the individual hotel.
- (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 bookings shall be entered into the booking system by Romantik Hotels. After booking, the Romantik guest will receive a binding booking confirmation; in all other respects, Clause 3(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 the respective Romantik hotel 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 the relevant Romantik hotel. The Romantik guest shall receive these General Terms & Conditions of Business 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 the Provider of the accommodation and checked before your reservation is confirmed. The credit card guarantees the Provider the payment of all

costs incurred for the accommodation booked. The credit card is a form of security for the Provider and can therefore also be debited by the Provider for any cancellation costs or compensation. If the credit card data are found to be incorrect when checked or if the card cannot be debited, the Provider may cancel the booking via Romantik Hotels.

- (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 Romantik Hotels 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.
- (6) As a rule, the Provider will also provide the Romantik guest with a written copy of the booking confirmation if booking confirmations are made orally or by telephone. Oral or telephone bookings by the Romantik guest shall also result in a binding agreement by means of the corresponding binding oral or telephone confirmation by the Provider, even if the Romantik guest does not receive the relevant additional written copy of the booking confirmation.

### **2.2.3 Prices and payment**

- (1) Unless otherwise stated, all prices are per room, per night and per person. 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. 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 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 the Provider 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 the Provider at the end of the stay. Romantik Hotels shall itself not accept payment on behalf of the Provider or third party provider.
- (4) The Provider, but not Romantik Hotels itself as an intermediary, 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 Provider 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 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.

### **2.2.4 Right of cancellation**

As required by law, we wish to point out to the Romantik guest that pursuant to statutory provisions (section 312(g)(2)(1)(9) of the German Civil Code (BGB)) 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 provisions relating to the non-use of rental services (section 537 of the German Civil Code (BGB)) shall indeed apply. However, a right of cancellation exists if the accommodation contract has been concluded outside business premises, unless the oral 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 the Provider.
- (2) The Romantik guest shall vacate the accommodation at the agreed time, without special agreement at the latest by 10:00am on the day of departure. If the accommodation is not vacated on time, the Provider may request an appropriate additional payment. The Provider reserves the right to claim further damages.
- (3) If a time limit is specified for the check-in for the selected reservation type, the reservation will be cancelled in case of late arrival. An entitlement to accommodation after this point shall not apply.
- (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 the Provider in question, 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 the Provider 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 journey.
- (7) The Romantik guest expressly retains the right to prove to the Provider or Romantik Hotels 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 the Provider and shall be in text form.

### **2.2.6 Warranty**

The Providers 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.

## **2.3 Sale of vouchers**

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

- (1) All 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) Romantik 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. Romantik gift vouchers can be redeemed in all hotels and restaurants in Romantik Hotel & Restaurants AG, with the exception of the establishments listed and accessible under [Hotels and restaurants excluded from voucher system](https://www.romantikhotels.com/de/gutscheine-gueltigkeit/) (<https://www.romantikhotels.com/de/gutscheine-gueltigkeit/>).
- (5) The Romantik value vouchers may only be redeemed to the value that is stated in Euros on the gift voucher.

### **2.3.2 Contract Conclusion**

- (1) Offers by Romantik Hotels are non-binding. The presentation of products in the online shop does not constitute a legally binding offer, but an invitation to order.
- (2) The Romantik guest may order the required goods by clicking the voucher. As part of the order, the Romantik guest must provide an address to which the voucher can be sent.
- (3) Before an order is placed, the content of the order, including the customer details, is summarised on a summary page. Romantik guests can modify all order data by returning to this page by clicking the "back" button. By clicking on the "confirm order" button, the Romantik guest submits a binding offer to conclude a contract. After ordering, the Romantik guest will receive an automatically generated email from Romantik Hotels confirming receipt and details of the order (order acknowledgement). This order acknowledgement does not constitute acceptance of the contract. A contract is only deemed concluded when the invoice or voucher is sent.
- (4) The contractual text of the order is saved by Romantik Hotels. In addition to this, Romantik Hotels will send the Contract Terms & Conditions including these General Terms & Conditions of Business to the Romantik guest together with the order acknowledgement, which the customer can then save and print.
- (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 Romantik Hotels 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.

### **2.3.3 Prices and shipping costs**

- (1) The amount of the purchase price for the Romantik gift vouchers corresponds to the prices quoted on the respective order forms in euros at the time of the order. The displayed prices are final prices including VAT. Shipping costs are not included in these, however.

- (2) Shipping is at the expense of the Romantik guest. The Romantik guest may choose between shipping by mail or by email (printing at home). The shipping costs are also shown to the Romantik guest on the summary page before s/he places the order.
- (3) The Romantik guest can choose between payment by credit card, by direct debit or via Pay Pal.
  - a) Credit card

The Romantik guest can pay directly after the order process by entering his/her credit card data. By specifying his/her credit card number in the order, the Romantik guest authorises Romantik Hotels to collect the purchase price amount from the credit card account specified in the order. The purchase price amount will be debited from the credit card details provided via an SSL-encrypted connection.
  - b) Pay Pal

You can pay directly via your Pay Pal account. After placing the order, you will be redirected to Pay Pal and can authorise the order amount there. As soon as our Pay Pal account receives notification of your authorisation, the item will be shipped depending on the delivery time indicated on the item. When the goods are sent, your Pay Pal account will be debited with the actual amount invoiced.
  - c) Direct Debit

You can pay via direct debit. After placing the order, please provide your bank details, date of birth and billing address and optionally, if applicable, your contact details. You must furthermore confirm that you have authorised a SEPA direct debit authorisation. Once we have received the payment, the shipment will be made.
- (4) The Romantik guest shall pay the purchase price in advance. The purchase price is due immediately after the order has been placed.
- (5) The Romantik guest is only entitled to offset rights relating to claims against us that are undisputed by Romantik Hotels or are established by a court of law. The Romantik guest is only authorised to exercise a right of retention insofar as his/her counter-claim is based on the same contractual relationship.

#### **2.3.4 Delivery**

- (1) Items are delivered after receipt of the full payment of the price either by the immediate issuance of the Romantik 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 Romantik Hotels 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 Romantik Hotels to the shipping company is decisive in determining observance of the shipment date.
- (6) Romantik Hotels is not liable for the impossibility of delivery or for delays in delivery, as far as these have been caused by force majeure or other, unforeseeable events at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, lack of workers, energy or raw materials, difficulties in obtaining necessary regulatory approvals, regulatory measures) for which Romantik Hotels is not responsible. If such

events make the delivery or service provision considerably more difficult or impossible and the disruption is not simply of a temporary nature, Romantik Hotels is entitled to withdraw from the contract. In the case of short-term disruptions, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Romantik guest cannot reasonably be expected to accept the delivery or service as a result of the delay, s/he may withdraw from the contract by notifying Romantik Hotels of this without delay and in writing.

- (7) In the aforementioned cases in clause 6, the Romantik guest will be informed without delay that delivery is not possible and any payment already made will be reimbursed without delay.
- (8) If Romantik Hotels delays delivery or service provision, or if delivery or service becomes impossible for whatever reason, the liability of Romantik Hotels for damages is limited in accordance with section 4 of these General Terms & Conditions of Business.
- (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 an entrepreneur, 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 of the German Civil Code (BGB). 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

Romantik Hotels & Restaurants AG  
Hahnstr. 70  
60528 Frankfurt am Main  
Germany  
Email: [datenschutz@romantikhoteles.com](mailto:datenschutz@romantikhoteles.com)  
Fax: +49 (0) 69/66 12 34-56

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 a fee for such reimbursement. 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 Romantik guest is an entrepreneur, Romantik Hotels 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. Romantik Hotels may refuse to accept the type of remedial action chosen by the Romantik guest if the cost of such action were disproportionate.
- (3) 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 Terms & Conditions of Business shall also apply.
- (4) 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.
- (5) 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.
- (6) The Romantik guest shall not receive warranties in the legal sense from Romantik Hotels. Manufacturer's warranties remain unaffected.

## **2.4 Booking package holidays**

### **2.4.1 General**

- (1) The following provisions shall apply if Romantik Hotels is acting in the capacity of a travel agent. This involves in particular booking package holidays, as described in item 2.2.1. Romantik Hotels 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 or by using the [www.romantikhotels.com](http://www.romantikhotels.com) booking and reservation website via Romantik Hotels as the umbrella organisation for the hotel and restaurant cooperative group 'Romantik Hotels & 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 contracting partner nor a tour operator nor a travel agent.

#### **2.4.2 Contract conclusion and contracting partners**

- (1) The travel agent is the contracting partner of the Romantik guest. Pursuant to section 651(a) et seq. of the German Civil Code (BGB), the travel agent is responsible for the proper provision of all travel services included in the contract.
- (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. All information in this respect is based on the information provided by the individual hotel.
- (3) The following applies to the booking:
  - e) The booking is made exclusively by electronic means by completion and submission of the booking form. Telephone bookings shall be entered into the booking system by Romantik Hotels. After booking, the Romantik guest will receive a binding booking confirmation; in all other respects, clause 3(d) shall apply.
  - f) 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.
  - g) 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 the respective Romantik hotel to conclude a contract. After booking, the Romantik guest will receive a binding booking confirmation.
  - h) The contract text of the booking is stored by the relevant Romantik hotel. The Romantik guest shall receive these General Terms & Conditions of Business 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 the Provider of the accommodation and checked before your reservation is confirmed. The credit card guarantees the Provider the payment of all costs incurred for the accommodation booked. The credit card is a form of security for the Provider and can therefore also be debited by the Provider 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 Romantik Hotels 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.
- (6) As a rule, the Provider will also provide the Romantik guest with a written copy of the booking confirmation if booking confirmations are made orally or by telephone. Oral or telephone bookings by the Romantik guest shall also result in a binding agreement by means of the corresponding binding oral or telephone confirmation by the Provider, even if the Romantik guest does not receive the relevant additional written copy of the booking confirmation.

#### **2.4.3 Prices and payment**

- (1) Unless otherwise stated, all prices are per room, per night and per person. 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. 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 Provider or the third party provider of the incidental services.
- (3) The due dates for the deposit and the final payment shall be as agreed by the Romantik guest and the Provider or Romantik Hotels 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 the Provider at the end of the stay. Romantik Hotels shall itself not accept payment on behalf of the Provider or third party provider.
- (4) The Provider, but not Romantik Hotels 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 the Provider 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 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.

#### **2.4.4 Right of cancellation**

As required by law, we wish to point out to the Romantik guest that pursuant to statutory legislation 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 of the German Civil Code (BGB)) shall indeed apply. However, a right of cancellation exists if the accommodation contract has been concluded outside business premises, unless the oral 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 the Provider or Romantik Hotels.
- (2) The Romantik guest shall vacate the accommodation at the agreed time, without special agreement at the latest by 10:00am on the day of departure. If the accommodation is not vacated on time, Romantik Hotels or the Provider may request an appropriate additional payment. The Provider or Romantik Hotels reserves the right to claim further damages.

- (3) If a time limit is specified for the check-in for the selected reservation type, the reservation will be cancelled in case of late arrival. An entitlement to accommodation after this point shall not apply.
- (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 the Provider in question, 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:
  - b) For room only 90%
  - c) For bed and breakfast 80%
  - d) For half board 70%
  - e) For full board 60%
- (6) However, the above shall not apply
  - c) if the Romantik guest has been granted free cancellation by the Provider 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.
  - d) 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 the Provider or the travel agent 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 the Provider or to the travel agent 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 Romantik Hotels 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 pursuant to section 651(e) of the German Civil Code (BGB). The declaration of the Romantik guest shall be submitted in writing. In all other respects, section 651(e) of the German Civil Code (BGB) shall apply.

#### **2.4.6 Warranty**

- (1) In the event of a defect, the statutory provisions of section 651(i) et seq. of the German Civil Code (BGB) shall apply.
- (2) The Romantik guest may request assistance primarily pursuant to section 651(k) of the German Civil Code (BGB). To this end, the guest shall set a reasonable deadline, unless Romantik Hotels 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 Romantik Hotels is entitled under section 651(k)(1) and (2) of the German Civil Code (BGB) 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) of the German Civil Code (BGB)), to reduce the price of the trip (section 651(m) of the German Civil Code (BGB)) or to claim damages (section 651(n) of the German Civil Code (BGB)). For claims of the Romantik guest for damages, the special provisions of item 2.4.8 of these General Terms & Conditions of Business shall also apply.
- (4) In the event of the travel package having a defect, the Romantik guest shall report the defect without delay to Romantik Hotels or the Provider, 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.

#### **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) of the German Civil Code (BGB) or for other reasons in difficulty, Romantik Hotels 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, Romantik Hotels 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 pursuant to section 4, the statutory liability rules apply to package holidays, with the following limitation: If Romantik Hotels 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 Romantik guest**

- (1) The Romantik guest is obliged to treat the accommodation and its facilities, along with all facilities of the Provider, only 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 the Provider 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**

- (1) The following exclusions and limitations of liability shall apply in cases of the liability of Romantik Hotels for damages, without prejudice to other statutory requirements for entitlement.
- (2) Romantik Hotels shall be liable if it is culpable of intent or gross negligence. Romantik Hotels 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

contracting partner (known as cardinal obligation). 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.

- (3) If Romantik Hotels is liable for ordinary negligence in accordance with Clause 2, this liability shall be limited to the damages which Romantik Hotels typically had to expect under the known circumstances upon contract conclusion.
- (4) The above exclusions and limitations of liability shall not apply if Romantik Hotels 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.
- (5) The above exclusions and limitations of liability shall also apply to the benefit of the employees, vicarious agents and other third parties whose services Romantik Hotels use to fulfil the contract.
- (6) Warranty claims and claims for damages shall become time-barred no later than one year after the date on which the Romantik guest has learned of the damaging event. This shall not apply to claims in tort.
- (7) Romantik Hotels 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 Romantik host together with the booking of the accommodation, provided they are explicitly identified in the offer or the booking confirmation as third-party services.
- (8) Romantik Hotels is not liable for the realisation of a booking.
- (9) Some of the information on the internet portal of Romantik Hotels is provided by the Providers, other Romantik guests and third parties. Each Provider, Romantik guest or third party is solely responsible for the accuracy, completeness and currentness of the information provided by him/her, including the prices and availabilities stated.
- (10) 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. Romantik Hotels is therefore not liable for the constant and uninterrupted availability of the online service [www.romantikhotels.com](http://www.romantikhotels.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 Romantik 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 Romantik Hotels 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.romantikhotels.com](http://www.romantikhotels.com) contains data, information and images which are protected by trademark and/or copyright law for Romantik Hotels 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 Romantik Hotels.

- (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 Romantik Hotels.

## **6 Miscellaneous**

- (1) Links to websites of other companies (third-party providers) contained on the websites of Romantik Hotels are only provided in the interest of the Romantik guest. When the Romantik guest clicks on such a link, he will leave the Romantik Hotels website. Romantik Hotels has no influence over the content of third-party websites. Therefore, Romantik Hotels is 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 Romantik Hotels 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 Romantik Hotels for purposes other than those specified in these General Terms & Conditions of Business;
  - 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 Romantik Hotels 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 Romantik Hotels is prohibited. This particularly includes the further referral of accommodation to third parties at higher prices. In the event that this provision is breached, Romantik Hotels reserves the right to exclude Romantik guests from intermediary services at a future date. Furthermore, Romantik Hotels or the Provider 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 Romantik Hotels and/or the Provider.

## **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 & Restaurants AG, Hahnstr. 70, 60528 Frankfurt am Main, Tel: +49 (0) 69/66 12 34-0, Fax: +49 (0) 69/66 12 34-56, Email: [datenschutz@romantikhotels.com](mailto:datenschutz@romantikhotels.com), Register Court Frankfurt am Main HRA 30092 (hereinafter Romantik Hotels) 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 umbrella organisation or to one of the Romantik hotels or Romantik restaurants under the umbrella organisation Romantik Hotels & Restaurants AG (personal data).

- (2) 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, or to provide the best service to the guest while visiting one of the Romantik hotels and restaurants.
- (3) Personal data is stored and processed exclusively on servers of ennit AG, Projensdorfer Str. 324, D-24106 Kiel. Personal data will not be transmitted to third parties.
- (4) 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 & 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).
- (5) 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**

Romantik Hotels 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 Romantik Hotels at [datenschutz@romantikhoteles.com](mailto:datenschutz@romantikhoteles.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 chosen by Romantik Hotels to be Frankfurt. For lawsuits against Romantik Hotels, however, Frankfurt shall be the exclusive place of jurisdiction. Mandatory statutory provisions relating to exclusive jurisdictions remain unaffected by this provision.
- (3) The place of performance for all complimentary services provided by Romantik Hotels is their registered place of business; the place of performance for the services and any substitute services of the Providers is the location of the accommodation.