



General Terms and Conditions of Achental Golf GmbH & Co. KG As of: 01/2021

Dear Guest,

If you book a golf service, or other services specified in more detail below, with us, these general terms and conditions become part of the contractual relationship between you and us, namely Achental Golf GmbH & Co. KG (hereinafter referred to as the "golf course"). Please therefore read these terms and conditions carefully.

§ 1 Scope

(1) These general terms and conditions apply to all contracts between Achental Golf GmbH & Co. KG (hereinafter referred to as the "golf course") and the customer for the provision of all services in connection with the game of golf, in particular the booking of tee times, lessons, club rentals and other services typical of a golf course.

The terms and conditions of the golf course apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that the golf course has expressly agreed to their validity in text form. This approval requirement applies in all cases, for example even if the golf course supplies agreed services to the customer without reservation in knowledge of the customer's terms and conditions.

(2) The subletting of booked services or other exhibition possibilities as well as the holding of job interviews, sales or similar events or issuing public invitations to do so requires the prior written consent of the golf course in text form. § 540 para. 1 s. 2 BGB is waived if the customer is not a consumer.

§ 2 Conclusion of contract, services of the golf course, statute of limitations

(1) A contract between the golf course and the customer can only be concluded if the golf course accepts the customer's application to conclude a contract. The acceptance of the application by the golf course can be made informally, but generally the application is accepted in text form by means of an oral or written booking confirmation.

(2) Non-binding reservations of tee times or other services are only possible within the framework of express agreements between the golf course and the customer in text or written form. In the event that the customer wishes to turn the non-binding reservation into a binding booking, the conclusion of a corresponding contract in accordance with the above provisions in § 1 of these general terms and conditions requires a renewed acceptance of the application by the golf course.

(3) The golf course is obliged to provide the services booked by the customer – as far as the weather and course conditions allow this – and, if necessary, to provide further services, insofar as these have been agreed. Information in brochures, on the website as well as other service and object descriptions, in particular those found on particular internet platforms or in local or golf course guides, shall only become part of the contract to the extent that their contents have been expressly agreed between the golf course and the customer.

(4) Accommodating animals of any kind is only permitted in the case of an express agreement in text or written form. In the event of such an agreement, the customer is obliged to provide truthful information about the type and size of the animal.

(5) All claims against the golf course shall in principle become statute-barred one year after the statutory commencement of the limitation period. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the golf course.

§ 3 Prices, terms of payment

(1) The customer is obliged to pay the agreed prices for the services of the golf course, in particular for the tee times and lessons booked, as well as in the case of services of third parties, which are commissioned by the customer directly or via the golf course and for which the golf course pays the costs incurred. The same applies to fees for services for which consumption-based billing is specified in the booking confirmation or has been agreed separately (e.g. use of golf carts, club rentals, etc.) or insofar as optional and/or additional services are shown as being subject to charge by appropriate notice, in particular price notices.

(2) The agreed prices are final prices and include the taxes applicable at the time of concluding the contract (sales tax in particular) as well as other charges. The golf course is entitled to adjust the agreed prices if this adjustment is based on changes after the conclusion of the contract in the statutory sales tax or in the introduction, modification or cancellation of local taxes on the service provided. Insofar as the customer is a consumer within the meaning of § 13 BGB, an adjustment of the prices by the golf course is only permitted if the period between conclusion of the contract and fulfilment of the service exceeds four months.

(3) After conclusion of the contract, the golf course may grant its consent to a reduction desired by the customer with regard to the scope of booked services (both in terms of duration and number of tee times or lessons) or other services dependent on the fact that the price for the desired services of the golf course increases.

(4) In the event of agreement of a payment on account, the invoice amount is due for payment without deduction within 14 days of receipt of the invoice. From the due date, the golf course can demand immediate payment from the customer at any time. If the customer is behind the payment deadline, the golf course's claim for late payment interest shall be governed by the statutory provisions. The golf course reserves the right to prove a higher compensation entitlement.

(5) The customer can only offset undisputed or legally established claims against claims of the golf course.

(6) The golf course reserves the right to demand an appropriate advance payment or another security deposit as a condition for the conclusion of the contract. The amount of the advance payment and its due date are subject to the relevant agreements in the contract. After conclusion of the contract, the golf course is entitled, in justified cases, until the beginning of the customer's stay, in particular, in the case of payment arrears of the customer or in the event of the extension of the agreed services, to demand an advance payment or other security deposit in accordance with the above-mentioned regulations. The same applies to an increase in an advance payment already made or other security deposit up to the amount of the full price. Likewise, the golf course is entitled to demand an advance payment or another security deposit for existing or future claims from the contractual relationship during the customer's stay, unless this has already been done in accordance with the above provisions.

(7) The customer agrees that the invoice can be sent to them electronically.

§4 Cancellation, withdrawal of customer or golf course from contract

(1) The right for the customer to withdraw from the contract only exists if such is expressly agreed in writing or in text form in the contract or according to the content of the booking confirmation. In all other respects, the customer's right to withdraw from the contract shall be governed by the statutory provisions.



(2) Insofar as the customer does not have a right of withdrawal from the contract and/or the law, or in the event that the customer's declaration of withdrawal has not been exercised in due time, the golf course is also entitled to demand payment of the agreed prices or remuneration if the customer does not make use of the agreed services. Income from other use of the service, in particular the sale of tee times and lessons to other customers as well as saved expenses must be credited to the golf course. In the event that the services booked by the customer cannot be sold elsewhere, the customer is obliged to pay the cancellation costs described in more detail in §4 (3) as part of a lump sum of the saved expenses. The customer has the right to prove that the golf course has suffered no or low damage. In the case of guaranteed reservations lasting several days, in the case of no shows all subsequent services will be cancelled from the second day of playing and the customer is not entitled to these subsequent services.

(3) Unless otherwise agreed in text or written form, the following cancellation regulations apply to bookings of up to 8 tee times/individual lessons:

- up to 48 hours before the booked date, the services can be cancelled free of charge.
- in the last 48 hours before the booked date or in case of a no-show, 80% of the total price must be paid.

For bookings of several tee times/golf courses, i.e. for a booking of 8 or more tee times or golf courses, the following cancellation regulations apply unless otherwise agreed in text or written form:

- up to 7 days before the booked date, the services can be cancelled free of charge.
- in the last 7 days before the booked date or in case of a no-show, 80% of the total price must be paid.

The above provisions do not apply cumulatively. For possibilities not covered by this cancellation option, the above provisions shall apply accordingly.

(4) Insofar as the customer has been granted the right by contractual agreement to withdraw from the contract free of charge within a certain period of time, the golf course is entitled, if there are queries from other customers for the contractually booked services, to request the customer, within a reasonable deadline, to inform them whether the customer waives their right to withdraw free of charge. If the customer declares his renunciation of the right to free withdrawal within this period, the booking becomes binding for him and the golf course cannot withdraw from the contract on the basis of this regulation. If the customer does not declare this waiver, whether expressly or implied by letting the deadline lapse, the golf course may withdraw from the contract during the period in which the customer would also be entitled to withdraw from the contract free of charge.

(5) The golf course is also entitled to withdraw from the contract if an advance payment or security deposit agreed or required in accordance with § 3 (6) is not provided by the customer even after another reasonable deadline has been set.

(6) Furthermore, the golf course reserves the right to withdraw from the contract for a valid reason, in particular in the event that

- force majeure or other circumstances for which the golf course is not responsible, which make it impossible to fulfil the contract
- the purpose, type or reason for using the services violates applicable legal provisions - the booked services are used by a guest other than the customer named in the booking or the guest named by him, without the golf course having been informed of this, in particular in cases of subletting or in the case of commercially active customers passing on tee times,



without the prior consent of the golf course; the same applies in the event that tee times or golf courses are booked by providing misleading or false information or concealing essential details. Essential for the golf course are, in particular, the identity of the customer as well as their solvency and the purpose of their stay

- The golf course has reasonable grounds to believe that the use of the booked service may jeopardise the smooth running of business, the safety or the reputation of the golf course in public, without this being assigned to the control or organisational area of the golf course.

- the customer violates essential contractual obligations despite a warning from the golf course, in particular against existing usage regulations (e.g. golf course rules, etc.)

(7) In the event of a justified withdrawal by the golf course, a claim of the customer for damages is excluded.

§ 5 Provision, handing over and return of tee times, lessons and rental items

(1) The customer is entitled only to the provision of services in the booked category, and not to the provision of certain services, unless these have been expressly stated and agreed in text form.

(2) Playing in the PGA Academy is available to the customer from 09:00 with an agreed tee time or lesson. A claim to provision before this time is impossible, unless this has been expressly agreed in text form.

(3) The customer is obliged to make rental items (rental clubs, golf carts, etc.) available again on the day of rental after the usual period of use. In the event of a late return, the golf course is entitled to charge 100% of the list price for unauthorized further use, and 100% of the list price for further use on the following day. In this case, no contractual claims are entitled to be made by the customer on the services of the golf course. The customer reserves the right to prove that the golf course has no claim or a significantly lower claim to a usage fee.

§ 6 Liability of the golf course

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages of the customer from the golf course, its legal representatives or agents, for injury to life, body, health or from the violation of essential contractual obligations (obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty.

(2) In the event of a breach of essential contractual obligations, the golf course shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless a customer is claiming for damages resulting from injury to life, body or health.

(3) The restrictions of paragraphs 1 and 2 shall also apply in regard to legal representatives and agents of the claimant if claims are asserted directly against them.

(4) Should disturbances or defects occur in the services of the golf course, the customer is obliged to inform the golf course immediately, unless the golf course has already become aware of this, and to set a reasonable deadline for remedy. The customer shall contribute to a reasonable extent, where possible, to remedy the defect or disruption and to keep possible damage to a minimum.



(5) The golf course is not liable for service disruptions in connection with services that are expressly and/or recognisably offered to the customer as services of third parties and that the golf course merely facilitates (e.g.: sport events, golf training courses etc.). This also applies if the services of third parties are already facilitated together with the booking of the services or other services provided by the golf course.

(6) The golf course is liable to the customer for items they bring in, in accordance with the statutory provisions. The caddy rooms are available to the customer for the storage of golf items. The golf course expressly assumes no liability for golf bags, trollies, etc. left here.

(7) The provision of a parking space on the hotel car park does not constitute a safekeeping agreement between the customer and the golf course, even if there is a fee for the parking space. The golf course is liable for any loss or damage to motor vehicles parked or maneuvered on the hotel property as well as their contents and accessories only in accordance with the above regulations.

(8) Messages, mail and consignments of goods are delivered or handled by the golf course with the utmost care. The golf course takes over the delivery, storage and, if commissioned accordingly, the forwarding of mail and consignments of goods for a fee. The golf course is liable in accordance with the above regulations.

(9)

§ 7 Data protection

The user agrees that the personal data collected from them may be stored, transmitted to the DGV and processed by Achenal Golf GmbH & Co. KG. With their application, the applicant agrees that Achenal Golf GmbH & Co. KG can print or digitally distribute, reproduce, use and publicly display their name, image and competition results for advertising or business purposes and can connect this together with other materials in text, data, images, photographs and illustrations. The collection, processing and use of the user's personal data takes place on a voluntary basis. The user can revoke his consent at any time to Achenal Golf GmbH & Co. KG.

§ 8 Final provisions

(1) Changes and additions to the contract, admission by the golf course or these guest admission conditions should be made in text or written form.

(2) Contracts between the golf course and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Sales Act and the conflict of laws provisions.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law or in the event that a customer fulfils the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the golf course is the registered office of the golf course.

(4) Should individual provisions of these guest admission regulations be invalid or not be invalid or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

(5) In accordance with its legal obligation, the golf course notifies that the European Union has set up an online platform for the out-of-court settlement of consumer disputes (ODR platform): <http://ec.europa.eu/consumers/odr/> However, the golf course does not participate in dispute resolution proceedings before consumer arbitration bodies.