



## **General Terms and Conditions for the spa of Resort Achental GmbH**

**As of: 12/2020**

### **§1 Scope of application**

- (1) Our services are provided exclusively on the basis of these general terms and conditions. These are part of all contracts that we conclude with our guests for the services we offer.
- (2) Our staff are not entitled to make verbal agreements with the guests in connection with the contract that deviate from these general terms and conditions.

### **§ 2 Services**

- (1) We provide wellness and fitness services such as massages, facials, sauna, personal training, etc. These are exclusively for relaxation and well-being and do not constitute a medical service or healing treatment.
- (2) If a guest has health disorders requiring treatment or if such disorders are suspected, a doctor must be consulted before the guest makes use of a wellness and fitness service.
- (3) We are entitled to temporarily close the wellness and fitness rooms and to change the opening hours if this becomes necessary due to repair work etc.

### **§ 3 Prices and payment**

- (1) The guest is obliged to pay the price for the services listed on the price list valid at the time of concluding of the contract, unless otherwise agreed in text form. Prices are final prices and include statutory sales tax.
- (2) The prices are due after services are provided and must be paid on departure at the latest. In the event that payment on account is agreed, the invoice amount is due for payment without deduction within 14 days of receipt of the invoice.
- (3) The customer agrees that the invoice can be sent to them electronically.

### **§ 4 Cancellation**

- (1) The agreed service can be cancelled free of charge by the guest up to 24 hours before the agreed appointment time.
- (2) If the right to cancellation in accordance with paragraph (1) or any other right of termination or withdrawal of the guest from the contract and/or from the law does not exist, we are entitled to request a payment of the agreed price even if the guest does not use the agreed services. The guest has no claim for compensation for unused services.
- (3) Income from other use of the service, in particular through the provision of wellness services to other guests as well as saved expenses, are to be credited to us.
- (4) In the event that the agreed service cannot be provided for another guest at the agreed time, the guest is obliged to pay 100% of the contractually agreed price. The guest expressly reserves the right to prove that no or lower damage has been incurred.

## **§ 5 No right of withdrawal**

In the case of distance contracts, within the meaning of § 312 g Sec. 2 No. 9 of the BGB, the guest does not have any right of withdrawal as the contract has as its object the provision of services in connection with leisure activities such as accommodation for purposes other than residential, transport of goods, motor vehicle rental or delivery of food and beverages, and provides for a specific date or period for the provision of the services.

## **§ 6 Obligations of the guest to provide information/liability**

(1) The guest is obliged to inform us of any complaints or illnesses known to them, such as allergies, physical impairments, pregnancy or acute, contagious diseases before availing of the services.

(2) For this purpose, the guest should complete a health questionnaire. If the guest is not willing to do so, the provision of services may be refused by us. This also applies in the event that there is a suspicion of complaints or illnesses before or during the provision of services.

(3) We are therefore not liable for unforeseeable physical reactions and damage caused by wellness and fitness services or for damages or illnesses not known by the guest or not communicated to us, when this could have been expected from the wellness and fitness services.

## **§ 7 Liability**

(1) Claims of the guest for damages are excluded. Excluded from this are claims for damages of the guest from injury to life, body, health or from the violation of essential contractual obligations (obligations, the fulfilment of which is required to make a proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely on) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty on our part.

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

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

## **§ 8 Data protection**

The privacy policy can be viewed at:  
[www.das-achental.com/datenschutz/](http://www.das-achental.com/datenschutz/)

## **§ 9 Final provisions**

(1) If the guest is a merchant, a legal entity under public law or a special fund under public law or in the event that the guest meets the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is our registered office.

(2) German law applies. If the guest is a consumer and has their habitual residence in another country, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in clause 1.



(3) Should individual provisions of these general terms and conditions be invalid or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory regulations shall apply.

(4) In accordance with its legal obligation, the hotel points out 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 hotel does not participate in dispute resolution proceedings before consumer arbitration bodies.