

## **General Terms and Conditions of CGH GmbH & Co. KG for the Purchase of Online Vouchers**

### 1. Conclusion of contract, payment, delivery and redemption

1.1. The contract is concluded with CGH GmbH & Co. KG, Mietenkammer Str. 65, 83224 Grassau, Germany. The following conditions apply to all present and future contracts concluded with CGH GmbH & Co. KG regarding the distance sale of goods and services in the online shop. General terms and conditions of the customer shall not be recognized. Deviating regulations shall only be valid if they have been expressly agreed upon by both parties in writing. Purchases in our online shop are permitted only for persons who have reached the age of 18.

1.2. The vouchers offered on the hotel website are issued as multi-purpose vouchers and constitute a non-binding offer to purchase. The prices stated are issued without value-added tax due to the nature of the multi-purpose voucher, as the service is not yet known at the time of purchase and is only shown as a recommendation on the voucher. The online order of a voucher via the internet constitutes a binding purchase offer by the customer, which may be accepted by Resort Achental GmbH within 48 hours by means of an order confirmation sent via e-mail, thereby concluding the purchase contract. If no order confirmation is issued within the aforementioned period, the purchase offer shall be deemed rejected and no contract shall be concluded.

1.3. After receipt of the payment owed under the concluded purchase contract, the purchased vouchers will be sent by CGH GmbH & Co. KG. In order to keep shipping costs as low as possible, the customer may pay for the voucher by credit card throughout Europe and receive the voucher free of charge via e-mail. When selecting the payment method "credit card", you will be redirected during the ordering process to the website of the provider of this payment method, where you confirm the payment instruction. By doing so, the contract with us is concluded. For postal delivery, a processing fee of €10.00 (within Germany) and €15.00 (EU & Switzerland) will be charged. No liability shall be assumed for delays in the delivery of vouchers sent by post.

1.4. The multi-purpose vouchers are provided with a unique barcode which is required for redemption. Each voucher can only be redeemed once. The vouchers are all multi-purpose vouchers with a redemption recommendation. Payment in cash is not possible. These vouchers do not guarantee admission to our restaurants. Advance reservation for a table or spa treatment is recommended. The first voucher redeemed in the Incert voucher management system with the corresponding barcode shall be considered the original and must immediately be deducted by CGH GmbH & Co. KG after redemption. As the voucher is transferable, CGH GmbH & Co. KG is neither obliged nor able to verify the ownership rights of the person redeeming the voucher. Upon redemption it will only be checked whether the corresponding barcode is approved by the system and whether the voucher has actually been paid.

1.5. If the online ordered voucher has already been delivered to the customer before the payment owed has been received or credited to CGH GmbH & Co. KG, the voucher shall not become valid until full payment has been made. CGH GmbH & Co. KG is entitled to withhold the services represented by the voucher until the full payment of the amount owed has been received.

2. **Validity, duration of validity** The voucher shall only become valid once the full amount due has been paid. The vouchers are valid in the year of issue and for the following three years. The limitation period begins with the date of the initial issuance and applies to the total value.
3. **Redemption, invoicing** The purchased vouchers cannot be redeemed for cash. If the value of the services consumed is lower than the voucher value, the customer will receive a credit note from CGH GmbH & Co. KG.
4. **Security guarantee and data protection** The customer agrees to the collection, processing and use of personal data for the purpose of contract execution and for marketing purposes. Personal data will be processed by CGH GmbH & Co. KG using automated systems. The customer agrees to receive promotional information from CGH GmbH & Co. KG. The security of our customers has the highest priority. Therefore, data such as credit card number, bank code, account number, name and address are transmitted via a protected SSL connection when payment is made by credit card. This ensures that unauthorized persons cannot read the transmitted data during internet transmission. In addition, CGH GmbH & Co. KG applies further security measures in order to ensure additional protection in the voucher shop.
5. **Right of withdrawal and return policy for contracts with consumers**

5.1. If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the customer may revoke their contractual declaration within fourteen days without stating reasons in text form and by returning the goods/voucher. The withdrawal period begins upon receipt of the goods/voucher, but not before receipt of this instruction. To comply with the withdrawal period, the timely dispatch of the withdrawal notice and the return of the goods/voucher shall suffice. The withdrawal or the return of the goods must be addressed to: CGH GmbH & Co. KG, Mietenkamer Str. 65, 83224 Grassau, Germany.

5.2. In the event of an effective withdrawal, the services received by both parties must be returned and any benefits derived must be surrendered. If the customer is unable to return the received service in whole or in part, or only in a deteriorated condition, the customer may be obliged to pay compensation for damages. This shall not apply if the deterioration of the goods is solely due to their inspection. Furthermore, the customer may avoid the obligation to compensate for value by not using the goods as an owner would and refraining from any action that could impair their value. If the goods are returned within fourteen days, the customer shall bear the cost of return shipment.

6. Loss, theft or devaluation In the event of loss, theft or devaluation of vouchers, CGH GmbH & Co. KG cannot provide any replacement.
7. Final provisions The place of jurisdiction for all legal disputes arising from this contract shall be Traunstein for merchants, legal entities under public law or special funds under public law. This shall also apply to persons who relocate their residence or habitual place of residence abroad after conclusion of the contract or whose residence or habitual place of residence is unknown. The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions and the continued existence of the General Terms and Conditions. In place of the invalid provision, a regulation shall apply which comes closest to the economic purpose of the invalid provision unless mandatory statutory provisions apply. The same shall apply in the event of a regulatory gap.
8. The data protection provisions can be viewed at:  
[Privacy Policy | Chiemgauhof Lakeside Retreat](#)