

# TERMS OF SERVICE

## 1 SCOPE

For the purchase of vouchers on the website of the Hotel Restaurant VILLINO to customers only these general terms and conditions apply in the version valid at the time of the order.

These terms and conditions that conflict with or deviate from the terms and conditions or other conditions of customers are expressly contradicted.

Customers within the meaning of these terms and conditions are consumers and entrepreneurs. Consumers within the meaning of these terms and conditions is any natural person who concludes a legal transaction for purposes that can largely not be attributed to their commercial or independent professional activity. Entrepreneur in the sense of these terms and conditions is a natural or legal person or a legal partnership that acts in the course of a legal transaction in the exercise of its commercial or independent professional activity.

## 2 CONTRACTUAL PARTNER

The purchase contract is concluded with:

VILLINO  
Hotel | Restaurant  
Mittenbuch 6  
88131 Lindau/Bodolz  
E-Mail: info@villino.de  
Telephone: +49 8382 93 450  
Fax: +49 8382 93 4512

## 3 OFFER AND CONCLUSION OF CONTRACT

3.1 The presentation of the voucher on the website [www.villino.de](http://www.villino.de) does not constitute a legally binding offer, but an invitation to order. Errors excepted.

3.2 The following rules apply when an order is received on our website:

The customer makes a binding contract offer by successfully completing the order procedure provided on our website.

The voucher is ordered in the following steps:

- a) Click the button "ORDER VOUCHER"
- b) Forwarding to the page "ORDER VALUE VOUCHER"
- c) Fill in the information on the "Order voucher" page  
Information on the page "Order voucher":
  - value of the voucher
  - Who is the voucher for?
  - Choose either "I will pick up the voucher directly at the hotel." or "Please send me the voucher by mail free of charge."
  - Fill in the details of the invoice recipient (last name, first name, company, email, street, house number, post code, city, country), mandatory information is marked with an "\*"

- d) Completion of the order process by clicking the button "Continue (Check order)"
- e) Forwarding to the "Check order" page; All information can be checked and corrected again on the "Check order" page
  - Value of the voucher
  - Who gets this voucher
  - Information about the invoice recipient
- f) Check the box next to "I confirm the accuracy of the information provided and have read and accept the terms and conditions and the data protection provisions."
- g) By clicking the button "ORDER PAYMENT ORDER" the customer makes a binding offer and the process is completed.

The customer can return to the website on which the customer's details are recorded and correct or correct input errors by pressing the „Back“ button contained in the Internet browser he is using, before pressing the send button Closing the internet browser cancels the ordering process. We confirm receipt of the order immediately by an automatically generated email (order confirmation). This does not yet constitute acceptance of the offer. A purchase contract is only concluded when the order confirmation is sent by email or when the ordered goods are sent.

#### **4 CONTRACT LANGUAGE AND STORAGE OF THE CONTRACT TEXT**

- 4.1 The contract language is German.
- 4.2 The contract text is saved in the backend of the homepage after the contract is concluded; the data being on the operator's external server. However, only VILLINO Hotel has access to the data.
- 4.3 An order confirmation and an order confirmation (summarized in a confirmation email) with all order data will be sent to the customer by email. The email contains a link to the terms and conditions stored on the website. The customer can view the GTC at any time at [www.villino.de](http://www.villino.de) and save and/or print it out in a reproducible form.

#### **5 STATUTORY RIGHT OF WITHDRAWAL**

The right of withdrawal applies exclusively to consumers within the meaning of § 13 BGB.

Beginning of the cancellation policy

##### **5.1 Right of withdrawal**

The customer has the right to cancel this contract within 14 days without giving reasons. The cancellation period is 14 days from the day on which the customer or a third party named by him, who is not the carrier, has taken possession of the goods. In order to exercise his right of cancellation, the customer must inform us of his decision to cancel this contract by means of a clear statement (e.g. a letter sent by post, fax or email). The customer can use the model withdrawal form, which is automatically sent to him, or another clear explanation. To meet the cancellation dead-line, it is sufficient if the customer sends a message about the exercise of the right of cancellation before the cancellation period expires. The revocation must be sent to:

VILLINO  
Hotel | Restaurant  
Mittenbuch 6  
88131 Lindau/Bodolz  
E-Mail: [info@villino.de](mailto:info@villino.de)  
Telephone: +49 8382 93 450  
Fax: +49 8382 93 4512

## 5.2 Consequences of cancellation

If the customer withdraws from this contract, we have all payments to the customer that we have received from the customer including any delivery costs (with the exception of the additional costs that result from the fact that the customer uses a different type of delivery than the one we offer has chosen cheap standard delivery) immediately and at the latest within 14 days from the day on which we received notification of the cancellation of this contract. For this repayment, we use the same means of payment that the customer used in the original transaction, unless expressly agreed otherwise with the customer; under no circumstances will the customer be charged for the repayment. We can refuse the repayment until we have received the goods back or until the customer has provided proof that he has re-turned the goods, whichever is the earlier. The customer must send the goods to us, VILLINO Hotel, immediately and in any event not later than 14 days from the date on which the customer informed us of the cancellation of this contract.

The deadline is met if the customer sends the goods before the 14 day period has expired. According to § 357 paragraph 6 BGB, the customer bears the direct costs of the return. The customer only has to pay for a loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the quality, properties and functionality of the goods.

End of revocation

You can download the cancellation form [here](#) in PDF format.

## 6 PRICES AND SHIPPING COSTS

6.1 All prices include VAT and other price components without shipping costs.

6.2 Shipping is free of charge; we take over the postage.

## 7 RETURN COSTS WHEN EXERCISING THE RIGHT OF WITHDRAWAL

If the customer makes use of his legal right of cancellation (see cancellation policy), he has to bear the regular costs of the return.

## 8 DELIVERY AND TRANSFER OF RISK

8.1 We deliver to all EU countries, to Lichtenstein and to Switzerland.

8.2 Unless we have stated otherwise on our website, the voucher or vouchers are ready for dispatch immediately. The delivery takes place here within 7 working days at the latest. The delivery period begins the day after the contract is concluded. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline ends on the next working day.

8.3 Insofar as the customer is a consumer, the risk of accidental loss and accidental deterioration of the thing sold, even in the case of a mail order purchase, only passes to the customer when the thing is handed over to the customer. We therefore bear the risk of loss or damage to the goods on the way to the customer.

8.4 To the extent that the customer is an entrepreneur, we only owe the delivery of the goods to the transport company we have used and in particular we are not responsible for their

fault in carrying out the delivery. We are therefore released from the obligation to perform if the goods are lost during transport, destroyed or if the delivery finally fails for other reasons.

## **9 PAYMENT**

- 9.1 Payment is made on delivery by invoice.
- 9.2 The purchase price is due for payment upon delivery upon receipt of the goods and the attached invoice. The customer is in default if the payment is not made within 21 days after the due date. If the customer is in arrears with the payment, the purchase price during the delay is 5 percentage points above the base rate.
- 9.3 When picking up in VILLINO (at the reception of the hotel and restaurant), the customer can choose to pay by card or cash. The purchase price is payable immediately upon receipt of the voucher. A prepayment is also possible at the customer's re-quest; in this case we send the customer an invoice.
- 9.4 Only payments in euros are accepted.

## **10 RETENTION OF TITLE**

The goods remain the property of VILLINO, Hotel until full payment has been made.

## **11 WARRANTY RIGHTS**

- 11.1 There are statutory warranty rights when purchasing a voucher on our website.
- 11.2 Upon receipt of the goods, the buyer is asked to check them immediately for any damage and completeness. If the customer does not comply, this has no effect on his legal warranty claims.

## **12 CONSUMER INFORMATION**

- 12.1 We are not liable for information or promises made by our employees by telephone.
- 12.2 Every recommendation on the use of our voucher is made to the best of our knowledge and is intended to provide advice.

## **13 VERBAL SUBSIDIARY AGREEMENTS**

Verbal collateral agreements do not exist. Changes to the contract must be made in writing.

## **14 DATA PROTECTION**

- 14.1 When initiating, concluding, processing and reversing a purchase contract, we only collect personal data (e.g. name of the customer and his contact details) to the extent provided by the customer.

When visiting our website, the IP address currently used by the customer's PC, the date and time, the browser type and the operating system of his PC, as well as the pages viewed

by him, are logged. However, we are not able to draw any conclusions about personal data, nor are we intending to.

This personal data, which the customer communicates to us when placing an order or by email, is only processed and used for correspondence with him and only for the purpose for which he has provided us with the data. We assure that we do not otherwise pass on the personal data of our customers to third parties, unless we are legally obliged to do so or the customer has expressly given his prior consent. Data is only passed on to the shipping company commissioned by us to deliver, but only to the extent that this is necessary for the delivery of the goods. For the processing of payments, we pass the payment data on to the credit institution commissioned with the payment. Insofar as we use third-party services to carry out and process the contractual relationship, the provisions of the Federal Data Protection Act are observed.

- 14.2 Personal data that have been communicated to us via our website will only be stored until the purpose for which they were entrusted to us is fulfilled. Insofar as commercial and tax retention periods must be observed, all personal data will be saved and deleted after the deadline, unless you have consented to further processing and use.
- 14.3 If the customer no longer agrees to the storage of his personal data or if this has become incorrect, we will arrange for the data to be deleted, corrected or blocked in accordance with the statutory provisions. Upon request, the customer will receive free information about all personal data that we have stored about them. If you have any questions about the collection, processing or use of your personal data, for information, correction, blocking or deletion of data, please contact:

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## **15 LEGAL SYSTEM/PLACE OF JURISDICTION**

- 15.1 The law of the Federal Republic of Germany applies to the contractual relationship between VILLINO and the customer. The mandatory consumer protection regulations of the country in which the customer is habitually resident are excluded from this choice of law. The application of the UN sales law is excluded.
- 15.2 The place of jurisdiction for all disputes arising from the contractual relationship between the customer and VILLINO is the seat of VILLINO, Hotel | Restaurant, Mittenbuch 6, 88131 Lindau/Bodolz, if the customer is a merchant, a legal entity under public law or a special fund under public law.

## **16 ALTERNATIVE DISPUTE RESOLUTION**

The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). We are neither obliged nor willing to participate in the dispute settlement process.