

General Terms and Conditions of HGV GmbH & Co. KG for the Spa

Version: 01/2026

§ 1 Scope of Application

(1) Our services are provided exclusively on the basis of these General Terms and Conditions. They form part of all contracts concluded with our guests regarding the services offered by us.

(2) Our personnel are not authorised to make oral agreements with 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, facial treatments, sauna, personal training, etc. These serve exclusively relaxation and well-being and do not constitute medical services or therapeutic treatment.

(2) If medical conditions requiring treatment exist or are suspected, the guest must consult a physician prior to making use of a wellness or fitness service.

(3) We are entitled to temporarily close the wellness and fitness facilities and to change opening hours if this becomes necessary due to repair work or similar reasons.

§ 3 Prices and Payment

(1) The guest is obliged to pay the prices for the services. The prices are based on the price list valid at the time of conclusion of the contract, unless otherwise agreed in text form. The prices are final prices and include statutory VAT.

(2) The prices are due after provision of the service and must be paid no later than upon departure. If payment on account has been agreed, the invoice amount is due within 14 days of receipt without deduction.

(3) The customer agrees that invoices may be transmitted electronically.

§ 4 Cancellation

(1) The agreed service may be cancelled by the guest free of charge up to 24 hours prior to the agreed appointment.

(2) If no right of cancellation exists pursuant to paragraph (1) or no other statutory right of termination or withdrawal exists, we shall be entitled to payment of the agreed price even if the guest does not make use of the agreed services. The guest shall have no right to replacement of the unused service.

(3) Income from alternative use of the service, in particular by providing wellness services to other guests, and saved expenses shall be credited.

(4) If the agreed service cannot be provided to another guest at the agreed time, the guest shall be obliged to pay 100% of the contractually agreed price. The guest expressly reserves the right to prove that no damage or lower damage has been incurred.

§ 5 No Right of Withdrawal

In the case of distance contracts within the meaning of Section 312g para. 2 no. 9 of the German Civil Code (BGB), the guest shall have no right of withdrawal, as the contract concerns the provision of services in connection with leisure activities and provides for a specific date or period of performance.

§ 6 Duties of Disclosure of the Guest / Liability

(1) The guest is obliged to inform us prior to the service of any complaints or illnesses known to him or her, such as allergies, physical limitations, pregnancy or acute contagious illnesses.

(2) For this purpose, the guest shall complete a health questionnaire. If the guest is not willing to do so, the service may be refused. This shall also apply if there is suspicion of complaints or illnesses before or during the provision of the service.

(3) We shall not be liable for unforeseeable physical reactions and damages arising from wellness and fitness services or for complaints or illnesses unknown to the guest or not disclosed to us, in which case the wellness or fitness services should have been refrained from.

§ 7 Liability

(1) Claims for damages by the guest are excluded. This shall not apply to claims for damages arising from injury to life, body or health or from the breach of essential contractual obligations, as well as liability for other damages based on intentional or grossly negligent breach of duty on our part.

(2) In the event of breach of essential contractual obligations, we shall be liable only for the typical foreseeable damage if caused by simple negligence, unless it concerns claims for damages arising from injury to life, body or health.

(3) The limitations of paragraphs (1) and (2) shall also apply in favour of legal representatives and vicarious agents if claims are asserted directly against them.

§ 8 Data Protection

The data protection provisions are available at: 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 if the guest fulfils the requirements of Section 38 para. 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be our registered office.

(2) German law shall apply. If the guest is a consumer and has his or her habitual residence in another country, the application of mandatory legal provisions of that country shall remain unaffected.

(3) Should individual provisions of these General Terms and Conditions be invalid or become invalid, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply.

(4) In accordance with statutory requirements, the Hotel points out that the European Union has established an online platform for out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>. The Hotel does not participate in dispute resolution proceedings before consumer arbitration bodies.