

1 Scope of application

1.1 These General Terms and Conditions (hereinafter also referred to as GTC) apply to all contracts for the distance selling of goods and physical and electronic gift vouchers (hereinafter also referred to as products) concluded via the online voucher shop of PLAZA Hotelgroup GmbH, accessible at <https://shop.plazahotels.de/en>, with consumers or entrepreneurs (hereinafter also referred to as customer(s)). Deviating terms and conditions of the customer shall not be recognized unless PLAZA Hotelgroup GmbH expressly agrees to their validity in writing.

1.2 The customer is a consumer insofar as the purpose of the ordered products cannot predominantly be attributed to their commercial or self-employed professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of their commercial or self-employed professional activity.

2 Contractual partners and conclusion of contract

2.1 The contract is concluded between the customer as the buyer and the

PLAZA Hotelgroup GmbH
Lise-Meitner-Straße 4
74074 Heilbronn

CEO: Yonca Yalaz
Register court: AG Stuttgart (HRB 747034)

as a salesperson.

2.2 The products presented in the online voucher shop do not constitute a binding offer on the part of PLAZA Hotelgroup GmbH, but merely an invitation to the customer to submit an offer.

2.3 When making a purchase, the customer has the opportunity to review and, if necessary, change all details (e.g., name, address, and the products included in the order) in the shopping cart before submitting their order. By clicking on the "Pay" button, the customer submits a binding offer to purchase the products displayed in the order overview. Immediately after submitting the order, the customer receives an order confirmation, which does not yet constitute acceptance of the contract offer. The contract is concluded when PLAZA Hotelgroup GmbH accepts the customer's order by sending a separate order confirmation by email.

3 Prices and payment

3.1 The prices quoted include the taxes applicable at the time of conclusion of the contract and exclude any shipping costs, except for the prices quoted for gift vouchers (see 3.2.).

3.2 The prices for gift vouchers do not include VAT. The voucher represents a 100% credit. Only the actual invoice in the participating hotels takes VAT into account.

3.3 Shipping costs are shown separately to the customer in the online gift voucher shop. Delivery is free of charge for electronic gift vouchers.

3.4 The purchase price for the ordered products can be paid by credit card, PayPal, or Klarna.

3.5 Payment of the purchase price is due immediately upon conclusion of the contract.

3.6 Statutory charges (e.g., visitor's tax, local tax, or tourism tax) are not included in the voucher value and must be paid by the guest on site, if applicable.

4 Delivery and availability of goods

4.1 Delivery will be made to the address specified by the customer within Germany, Austria, and Switzerland, and in the case of electronic vouchers, to the email address specified by the customer. Delivery times are displayed to the customer in the online voucher shop.

4.2 If a product is unavailable, the customer will be informed immediately.

5 Retention of title

5.1 Ordered goods remain the property of PLAZA Hotelgroup GmbH until full payment has been received.

5.2 Gift vouchers—both physical and electronic—cannot and may not be redeemed until they have been paid for in full.

6 Redeeming gift certificates

6.1 Gift vouchers can be redeemed on the PLAZA Hotelgroup GmbH website (via the online booking function) and in participating PLAZA Hotelgroup GmbH hotels for the total cost of the hotel stay.

6.2 Gift vouchers cannot be exchanged for cash and have no value of their own unless they are redeemed.

6.3 Gift vouchers can be combined with other payment methods. Costs exceeding the current voucher value can be paid in cash or with a major credit card accepted by the hotel.

6.4 Multiple gift vouchers can be redeemed per booking or order.

6.5 Gift vouchers cannot be redeemed for the purchase of additional gift vouchers.

6.6 Unless expressly stated otherwise, gift vouchers are **transferable**.

6.7 PLAZA Hotelgroup GmbH and the participating hotels of PLAZA Hotelgroup GmbH are only obliged to redeem the gift voucher if the purchase price due for the gift voucher has been paid in full.

6.8 The right to redeem gift vouchers expires three years after the end of the year in which they were purchased.

7 Special provisions for electronic gift vouchers

7.1 eGift vouchers can be redeemed for hotel services in addition to overnight stays. These include food, beverages, parking, and breakfast. Please contact the participating hotel for further information.

7.2 eGift vouchers can be redeemed for all regularly available online rates booked via the PLAZA Hotelgroup GmbH website and paid for at the hotel, with the exception of negotiated rates. eGift vouchers are not redeemable for negotiated rates (including volume-based rates, travel agency rates, or other rates that have been previously negotiated and agreed upon directly, regardless of whether they are paid on a collective or individual basis).

7.3 eGift cards can be used multiple times. The amount redeemed each time is deducted from the total value of the gift card and remains available until its expiration date.

7.4 eGift vouchers may not be resold, are non-transferable, and may not be auctioned, raffled, or advertised by third parties as an incentive or reward to induce natural or legal persons to enter into business or other agreements with that third party. If an eGift voucher is obtained through any of these means, it will not be redeemed and will be considered invalid.

8 Liability

Unless expressly stated otherwise in these General Terms and Conditions, the liability provisions of the [General Terms and Conditions for Hotel Accommodation Contracts for Hotels of the PLAZA Hotelgroup](#) shall apply in addition and take precedence. In particular, the provisions on liability for damages resulting from injury to life, limb, or health, as well as the limitations of liability for other damages, shall apply accordingly.

9 Cancellation policy

9.1 As a consumer, the customer has a statutory right of withdrawal when concluding a distance selling transaction, about which PLAZA Hotelgroup GmbH provides the following information in accordance with the statutory model.

Cancellation policy

Legal right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the products. If you receive a gift voucher as a download or by email as a PDF file, the withdrawal period begins on that day..

To exercise your right of withdrawal, you must inform us

PLAZA Hotelgroup GmbH
Lise-Meitner-Str. 4
74074 Heilbronn

e-mail: shop@plazahotels.de

by means of a clear statement (e.g., a letter sent by mail or an email) of your decision to withdraw from this contract.

You can use the attached sample withdrawal form for the withdrawal, but this is not mandatory. When withdrawing, please be sure to include the order number of the order process and, in the case of gift vouchers, the respective voucher number and PIN. Please do not forget to include your bank details (IBAN) with your withdrawal.

To comply with the withdrawal period, it is sufficient that you send the notification of your exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of revocation

In the event of an effective revocation, the services received by both parties must be returned.

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the inexpensive standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the date on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if this loss in value is attributable to handling of the goods that is not necessary for testing their condition, properties, and functionality.

Expiration of the right of withdrawal

The right of withdrawal expires if the redemption of the gift voucher during the withdrawal period involves the conclusion of contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, the supply of food and beverages, and the provision of other services related to leisure activities, if the contract provides for a specific date or period for the provision of services (Section 312g (2) No. 9 BGB). This latter exception does not apply to contracts for travel services pursuant to Section 651a BGB if these have been concluded outside of business premises, unless the verbal negotiations on which the conclusion of the contract is based were conducted on the basis of a prior order by the consumer.

End of the cancellation policy

- 9.2 PLAZA Hotelgroup GmbH provides the following information about the model withdrawal form in accordance with the statutory provisions:

Sample withdrawal form

If you wish to withdraw from the contract, you can use the following template and return it to us. However, you are not obliged to use it.

To

PLAZA Hotelgroup GmbH
Lise-Meitner-Str. 4
74074 Heilbronn

e-mail: shop@plazahotels.de

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods/the provision of the following service:

Order number: _____

Voucher number (12 digits): _____

PIN (3 digits): _____

Ordered on (date): _____

Received on (date): _____

Customer's name and address:

Customer's IBAN: _____

Account holder: _____

Date/place: _____

Customer's signature: _____

10 Final provisions

- 10.1 Contracts between PLAZA Hotelgroup GmbH and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular those of the country in which the customer as a consumer has his habitual residence, remain unaffected.
- 10.2 If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of PLAZA Hotelgroup GmbH.
- 10.3 If you have any questions about the products, in particular questions about redeeming or the validity of gift vouchers, please contact the individual participating hotels of PLAZA Hotelgroup GmbH or the customer service department of PLAZA Hotelgroup GmbH.
- 10.4 Any changes or additions to the contract, the acceptance of applications, or these General Terms and Conditions must be made in writing.
- 10.5 Should individual provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected.

The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.