

Agreement between wineBANKer (tenant) and the owner of wineBANK (renter) or the franchising company (wineBANK Franchise GmbH & CO KG) to use the By the Glass dispensing system in the wineBANKs and to activate the wineBANK cards for this purpose.

§ 1 General

The "By the Glass" wine dispensing systems are operated by the respective wineBANK operators on their own account. The operators of the "By the Glass" wine dispensing systems are franchisees in a franchise contract with us, wineBANK Franchise GmbH & Co KG, as franchisors. The billing of the consumption made by you via the BTG is carried out by wineBANK Franchise GmbH & Co KG as a technical service provider in the name and for account of the operator.

By accepting this agreement, you grant wineBANK Franchise GmbH & Co KG the right to access and use the data necessary for the creation and delivery of the invoice (your name, your company name, if applicable, your postal address, your email address, the consumed articles with price, date and time of use of the machine, card ID of the used card) and to inform the operators of the "By the Glass" wine dispensing systems, which are used by you in a wineBANK.

§ 2 Billing

The wine consumed will be charged on the basis of the price displayed on the display of the "By the Glass" systems for the quantity consumed to the billing address associated with the card used. Billing is carried out via a separate receipt from the rental invoice for your wineBANK compartment. Wine consumption is billed monthly (even if you receive a calendar yearly invoice for your compartment). Invoices will be sent exclusively by email.

By accepting this agreement, the activated card will be activated for use on "By the Glass" wine dispensing systems with a limit of 1,000 € / month incl. sales tax. You can then exclude individual cards from use of BTG at any time here in your member area. If no cards from your account are to be activated for the use of BTG, please exclude all cards from use in the member area.

If you have granted the operator of the wineBANK in which you have your compartment a direct debit authorization for the settlement of the rent, this also applies by default to the settlement of the wine consumption. The consumption of wine in wineBANKs, in which you do not have a compartment, is to be paid for by bank transfer, as the existing direct debit authorization applies exclusively to the operator of the wineBANK in which you have rented your compartment. The relevant invoices shall contain a reference to this.

§ 3 Liability

In the event of misuse of your card, you are also liable for any claims by the operator of the By the Glass system.

The franchisor is not liable for malfunctions, failure of the "By the Glass" wine dispensing systems or for damages caused by the "By the Glass" wine dispensing systems. The producer of the "By the Glass" wine dispensing system is exclusively responsible for the function of the "By the Glass" wine dispensing systems, including the creation of the automated data records to be processed by the franchisor for the creation of the invoice.

§ 4 Default in payment

In the event of default of payment, which is reported to us by the operator of "By the Glass" wine dispensing systems, we are entitled to block your cards for use on BTG systems. In principle, such blocking applies to all cards in your account and all wineBANK locations.

§ 5 Age of majority

You hereby confirm that you are of legal age and agree not to hand over your wineBANK card to minors.