

1. Area of Application

- 1.1 The following provisions apply to contracts for the rental of rooms, conference rooms and sports facilities at Sportcentrum Kaiserau for hosting and all other services in connection with the organisation of events and use of the sports centre.
- 1.2 Subletting or re-letting of the rooms provided as well as their use for purposes other than hosting require the prior consent of Sportcentrum Kaiserau in text form.
- 1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in text form in advance.

2. Conclusion of Contract, Contracting Parties, Limitation Period

- 2.1 The contract for the reservation and use of the rooms, meeting rooms and sports facilities between the operator of Sportcentrum Kaiserau and the customer is concluded by offer and acceptance.
- 2.2 The contractual partners are Sportcentrum Kaiserau and the customer. If a third party has ordered on behalf of the customer, it shall be liable to Sportcentrum Kaiserau together with the customer as joint and several debtors.
- 2.3 All claims against Sportcentrum Kaiserau are generally subject to a limitation period of one year from the start of the statutory limitation period. This does not apply to claims for damages and other claims based on intentional or grossly negligent breaches of duty by Sportcentrum Kaiserau.

3. Services, Prices, Payment, Offsetting

- 3.1 Sportcentrum Kaiserau is obliged to keep the premises booked by the client ready and to provide the agreed services.
- 3.2 The customer is obliged to pay the applicable or contractually agreed prices of Sportcentrum Kaiserau for the use of the rooms, conference rooms and sports facilities and the other services used by the customer. This also applies to services and expenses of Sportcentrum Kaiserau to third parties arranged by the customer.
- 3.3 Sportcentrum Kaiserau may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the service provided by Sportcentrum Kaiserau or the customer's length of stay dependent on an increase in the price for the rooms and/or for the other services provided by Sportcentrum Kaiserau.
- 3.4 Invoices from Sportcentrum Kaiserau are payable without deduction within 14 days of the invoice being sent. In the event of late payment, Sportcentrum Kaiserau reserves the right to charge interest on arrears in accordance with Article 288 of the German Civil Code (BGB).
- 3.5 Sportcentrum Kaiserau is entitled to demand an advance payment or security deposit from the customer upon conclusion of the contract.
- 3.6 In justified cases, for example payment arrears on the part of the customer, Sportcentrum Kaiserau is entitled to refuse further services.
- 3.7 The customer may only add or offset an undisputed or legally binding claim against a claim of Sportcentrum Kaiserau.

4. Withdrawal of the Customer (Cancellation, No-Show)

- 4.1 A withdrawal of the customer from the contract concluded with Sportcentrum Kaiserau requires the consent of Sportcentrum Kaiserau in text form, insofar as the customer is not entitled to any other legal right of withdrawal. If this is not done, the agreed price from the contract must be paid even if the customer does not make use of contractual services.
- 4.2 If a date for withdrawal from the contract free of charge has been agreed in text form between Sportcentrum Kaiserau and the customer, the customer may withdraw from the contract until then without triggering claims for payment or damages by Sportcentrum Kaiserau. The customer's right of withdrawal expires if he/she does not exercise his/her right of withdrawal towards Sportcentrum Kaiserau in text form by the agreed date.

- 4.3 For rooms, conference rooms, sports facilities and For rooms, conference rooms, sports facilities and other services of Sportcentrum Kaiserau not used by the customer, the following proportions of the agreed total price are payable as cancellation fees:

1. 40 % for cancellations between 41 and 15 days before arrival
2. 60 % for cancellations between 14 and 5 days before arrival
3. 90 % for cancellation from 4 days before arrival

- 4.4 The aforementioned flat rates also apply to a partial cancellation due to cancellation or no-show of individual rooms. This also applies to an early departure of individual persons.

5. Withdrawal of Sportcentrum Kaiserau

- 5.1 If it has been agreed in text form that the customer can withdraw from the contract free of charge within a certain period of time, Sportcentrum Kaiserau is also entitled for its part to withdraw from the contract within this period of time.
- 5.2 Sportcentrum Kaiserau is entitled to withdraw from the contract for objectively justified reasons, such as unpaid advance payments, force majeure or strike. Such a reason also exists if Sportcentrum Kaiserau has reasonable grounds to assume that the use of the service may jeopardise the smooth running of the business, the safety or the public image of Sportcentrum Kaiserau without this being attributable to Sportcentrum Kaiserau.
- 5.3 In the event of a justified withdrawal by Sportcentrum Kaiserau, the customer has no claim to compensation.

6. Room Provision, Handover and Return

- 6.1 Subject to special agreements, there is no entitlement to the provision of specific rooms. The rooms are provided exclusively for the agreed purposes.
- 6.2 Booked rooms are available to the customer from 14.00 hrs at the earliest on the day of arrival.
- 6.3 On the agreed day of departure, the rooms must be vacated and made available to Sportcentrum Kaiserau by 10.00 hrs at the latest. Thereafter, Sportcentrum Kaiserau may charge 50 % of the agreed accommodation price due to the late vacating of the room for its use in excess of the contract until 14.00 hrs, and 100 % thereafter.

7. Design and Use of the Conference Rooms and Sports Facilities

- 7.1 Decorative material and other items of equipment may only be brought in if they meet fire safety requirements. At the request of Sportcentrum Kaiserau, the customer is obliged to have the safety confirmed by the fire service. If there is no confirmation, the materials and items may not be brought in.
- 7.2 Decorative material and other equipment for the event may be delivered by the customer within 24 hours before the start of the event. He/she must collect them again within 24 hours after the end of the event.
- 7.3 Decorative material and other equipment may only be attached to ceilings, walls and other furnishing components of Sportcentrum Kaiserau with express consent.
- 7.4 Bringing food and drinks is not permitted.

8. Liability

- 8.1 Sportcentrum Kaiserau is liable to the customer in accordance with the statutory provisions. For items brought in by the customer, liability is limited to one hundred times the room price, but to a maximum of € 3,500 and, by way of derogation, for money, securities and valuables to a maximum of € 800.
- 8.2 Insofar as a parking space in the garage or in a car park is made available to the customer, even for a fee, this shall not constitute a safekeeping contract. Sportcentrum Kaiserau is not liable for the loss of or damage to motor vehicles, trailers or motorbikes, or their contents, parked or manoeuvred on Sportcentrum Kaiserau property.
- 8.3 The client is liable for any damage caused by him and his guests or participants. A fee of at least €50 per key will be charged for lost keys.

- 8.4 The customer is obliged to notify the host immediately of any defects discovered during the stay. Insofar as the notification is omitted and Sportcentrum Kaiserau is consequently unable to remedy the situation, there is no right to a reduction or termination and no claim for compensation.
- 8.5 The use of the sports facilities is at your own risk. The customer must provide instruction appropriate for the respective kind of sport and assumes the responsibility for supervision. He/she is responsible for the insurance cover of the participants.
- 8.6 Any items left behind by the customer will only be forwarded at the customer's request, risk and expense. Sportcentrum Kaiserau will keep the items for six months.

9. Final Provisions

- 9.1 Amendments and supplements to the contract or these General Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are invalid.
- 9.2 The place of performance and payment is the location of Sportcentrum Kaiserau. The exclusive place of jurisdiction for commercial transactions is the location of Sportcentrum Kaiserau.
- 9.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws or similar is excluded.
- 9.4 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a provision that most closely reflects the intention of the contracting parties; in case of doubt, the statutory provisions shall apply.