

HOUSE RULES

GENERAL TERMS OF USE

1. Validity

- 1.1. These General Terms and Conditions of Use (GTCU) apply to all contracts of SPORTZENTRUM Niederösterreich GmbH, FN 99421h, Dr. Adolf Schärf-Strasse 25, A-3100 St. Pölten, Austria, for the use of the sports facilities, premises (including the hotel) and facilities at the SPORTZENTRUM Niederösterreich.
- 1.2. The SPORTZENTRUM Niederösterreich GmbH will display these GTC in the entrance area of the main building and the facilities of the SPORTZENTRUM Niederösterreich. In the event that the SPORTZENTRUM Niederösterreich GmbH offers online contracts, these can also be accessed on the website.
- 1.3. Users are those persons who, on the basis of a contract with the SPORTZENTRUM Niederösterreich GmbH, are entitled to enter and use the sports facilities, premises (including the hotel) and facilities.
- 1.4. When using the sports facilities, premises (including the hotel) and facilities, the present terms of use must be observed.

2. Reservation/electronic guidance system

- 2.1. A reservation request can be made either by email or by using the booking system that can be accessed via the SPORTZENTRUM Niederösterreich GmbH website. When reserving sports facilities, the type of use must be indicated (training, competition, event, matches). The user is responsible for the accuracy of the data provided during the reservation process.
- 2.2. In the event of incorrect information, the user cannot derive or assert any rights or claims against the SPORTZENTRUM Niederösterreich GmbH. The corresponding facilities shall only be deemed to have been reserved once SPORTZENTRUM Niederösterreich GmbH has confirmed the reservation request.
- 2.3. Amendments and supplements to the reservation must be made in writing to be effective (email is sufficient).
- 2.4. The reception must be notified of the match dates of the long-term tenants at least 14 days in advance. The user expressly acknowledges and agrees that, for the purpose of the organisation of the booked sports facilities, rooms and grounds, the user and the name of the event may be displayed on the electronic guidance system when the reservation is confirmed.

3. Admission

- 3.1. Access is made available only to the registered/booked sports facilities, premises (including hotel), and facilities, and only the use of these is expressly permitted.

- 3.2. Entry to the reserved/booked sports facilities is permitted no earlier than 10 minutes before the start of training, provided that these are free at that time. Otherwise, the commenced hour will be charged (see Prices and Other Costs).
- 3.3. Admittance to the sports facilities is only possible with a confirmed booking.
- 3.4. Until further notice, accompanying persons are permitted to access the sports facilities when accompanied by the user.
- 3.5. For events, a groundsman or hall manager will also be provided for the duration of the event – if necessary – in return for the payment of costs (see Prices and Other Costs). The user is responsible for providing other personnel during and after the event.
- 3.6. The staff of SPORTZENTRUM Niederösterreich GmbH are entitled to access all sports facilities, premises (including the hotel) and facilities in the SPORTZENTRUM Niederösterreich GmbH area at any time.
- 3.7. The staff is entitled to request proof of identity.
- 3.8. Users who are intoxicated with alcohol or under the influence of other addictive substances or narcotics may be refused entry for the duration of such impairment.

4. Hygiene/clothing regulations

- 4.1. In the interest of hygiene, the training equipment and training areas may only be accessed and used in sports clothing.
- 4.2. It is not permitted to enter the sports halls in street shoes or to deposit street clothes in the sports halls.
- 4.3. The designated changing rooms are to be used. Lockers are made available free of charge; a custody agreement is not concluded. Nor does the SPORTZENTRUM Niederösterreich GmbH provide any security. No liability is therefore accepted for objects brought in by the user (e.g. clothing, valuables and personal sports equipment). The lockers in the changing rooms are to be left empty when leaving the changing rooms.
- 4.4. Only shoes with rubber studs or sports shoes (trainers) may be worn on all outdoor facilities without exception. Screw studs of any kind are prohibited.
- 4.5. Entering/using the indoor facilities is only permitted with clean sports shoes (without soles that will mark the floor). Football boots must be cleaned before entering the indoor facilities. Football boots are only permitted in the main building on level 0.
- 4.6. Users must also bring a towel with them. This is to be placed on the equipment or mats, particularly in indoor sports facilities, to keep sweat off of them.
- 4.7. It is not allowed to bring or consume food in the sports facilities and training areas.
- 4.8. All areas of the SPORTZENTRUM Niederösterreich must be kept clean. Waste must be disposed of in the designated containers.

5. Use of equipment/safety regulations

- 5.1. All equipment may only be used for its intended purpose. If a user is unaware of the instructions for use and operating instructions, they are obliged to familiarise themselves with these before using a training device and to observe them when using the equipment. If a member of the sports centre staff comes to the conclusion that the use of a piece of sports equipment is not appropriate, the SPORTZENTRUM Niederösterreich is entitled to prohibit the use of the equipment by the person or group of persons in question.
- 5.2. Please note that the training equipment is routinely inspected and serviced by the SPORTZENTRUM Niederösterreich GmbH's expert staff at regular intervals. Nevertheless, improper or even proper use by a previous user could have loosened or released fixings, fastenings or safety mechanisms. The user must therefore carry out a visual inspection before using any sports equipment. Use of the respective equipment is not permitted if there is any recognisable risk.
- 5.3. Defects, damage or disorder that is/are identified at the time of acceptance, as well as damage that occurs during use, must be reported to the reception immediately.
- 5.4. Certain areas or training equipment, which are marked as such, may only be used under the supervision of a second qualified person. In these cases, use alone is not permitted for security reasons.
- 5.5. The user is aware that the SPORTZENTRUM Niederösterreich employees are not present at the SPORTZENTRUM Niederösterreich during the entire opening hours. For this reason, it is not possible to provide instruction in the operation of equipment or assistance during such periods.
- 5.6. All facilities, training equipment and training areas are to be treated with care and consideration. Any equipment, furnishings or other objects that have been used must be returned to their intended location afterwards. In case of doubt, please consult a SPORTZENTRUM Niederösterreich employee.
- 5.7. Users are responsible for their own special sports equipment.
- 5.8. Objects that users bring with them (mobile phones, keys, water bottles, etc., etc.) are to be stored in such a way that the purpose of the sports facility is in no way impaired. Objects that users bring with them must not pose a danger to other users at any time.

6. Outdoor sports facilities

6.1. Winter operation

- 6.1.1. The outdoor clay tennis courts, beach volleyball courts and natural grass sports fields are closed during the winter months due to weather conditions.
- 6.1.2. Two artificial turf sports fields are available. If necessary, winter maintenance with snow clearance is provided on the artificial turf pitches until 10:00 a.m. (a one-time clearing is carried out). The artificial turf pitches are cleared of snow in such a way that a layer of 2-3 cm of snow remains on the pitch.

The SPORTZENTRUM Niederösterreich has the right to close outdoor sports facilities at any time due to weather conditions and to prohibit their use.

6.2. Care for the natural grass pitches

The natural grass pitches are treated exclusively with tested and approved products. In rare cases, direct contact with the fertiliser used to maintain the lawns may cause skin irritation (normally completely harmless).

6.3. Securing mobile football goals

The SPORTZENTRUM Niederösterreich GmbH provides mobile football goals for specific individual training. The user must ensure that the goals cannot tip over by putting the sandbags provided on the rear net bar to weigh them down.

7. Personal responsibility during training

7.1. SPORTZENTRUM Niederösterreich GmbH is not obliged to check the mental and physical fitness of a user. The type, scope and intensity of training chosen is the responsibility of each individual user. It is strongly recommended that training should always be tailored to individual physical abilities and that exercises should be stopped and a doctor consulted if necessary should any discomfort occur.

7.2. The employees of the SPORTZENTRUM Niederösterreich GmbH can give training recommendations on a case-by-case basis, without obligation and without being obliged to do so. Any recommendations reflect the subjective assessment of the employee; the selection of the appropriate training programme is always the sole responsibility of the member and is their own responsibility. A counselling session cannot replace a medical or therapeutic consultation. There is no legal entitlement to a consultation.

8. Avoiding hazards and harassment

8.1. All users must refrain from unnecessary noise, harassment and any endangerment of other users.

8.2. Photographs and videos of other users may only be taken with the prior consent of the user concerned.

8.3. In the event of injury to other users, every user is obliged to take reasonable measures to provide assistance and to administer first aid.

8.4. It is not allowed to carry weapons, consume alcoholic beverages, illegal addictive or narcotic substances, or unauthorised performance-enhancing substances anywhere on the SPORTZENTRUM Niederösterreich premises.

8.5. The entire area of the SPORTS CENTRE is a non-smoking zone (including the outdoor areas). The designated smoking areas are the only exception. Should the fire alarm be activated as a result of improper use, the costs incurred will be charged to the user.

8.6. Animals are not allowed in the indoor or outdoor sports facilities nor in the hotel. Dogs must be kept on a lead and muzzled in all other areas of the premises. Service dogs are the only exception.

8.7. It is strictly forbidden to use cooking appliances or anything similar in any of the rooms. Similarly, the use of open fires is not permitted!

- 8.8. The employees of the SPORTZENTRUM Niederösterreich GmbH are authorised to issue instructions as required to ensure compliance with the rules set out in these Terms of Use, to prevent hazards and to avoid and avert damage, as well as to prevent nuisance and harm to the health of other users. Such instructions must be followed. Users who fail to comply with these rules of conduct may be asked to leave the respective sports facility or the SPORTZENTRUM Niederösterreich for an appropriate period of time, without a refund of the (pro-rata) usage fee.
- 8.9. The offering or conducting of any independent commercial activity in the SPORTZENTRUM Niederösterreich, such as paid coaching, courses or other chargeable training units, requires the prior individual agreement of SPORTZENTRUM Niederösterreich GmbH.

9. Catering

- 9.1. Catering for events or similar activities is generally provided by the SPORTZENTRUM NIEDERÖSTERREICH GmbH.
- 9.2. The use of other persons or companies requires the prior consent of the SPORTZENTRUM NIEDERÖSTERREICH GmbH.
- 9.3. On level 1 of the main building, the consumption of food and drinks brought by the guests themselves is prohibited.

10. Use of the car park

The existing parking spaces are provided to users and visitors and this is subject to cancellation at any time. The car park is made available free of charge; a custody agreement is not concluded. Nor does the SPORTZENTRUM Niederösterreich GmbH provide any security. The SPORTZENTRUM Niederösterreich GmbH therefore assumes no liability whatsoever. The provisions of the StVO (Austrian Road Traffic Regulations) apply to the use of the car parks and traffic areas on the SPORTZENTRUM Niederösterreich premises. The SPORTZENTRUM Niederösterreich reserves the right to tow away permanently parked vehicles at the owner's expense. Permanently in this context means for a period that extends beyond the usual period of use of a sports facility.

11. Data protection

In this regard, please refer to the data protection declaration published on the website of the SPORTZENTRUM Niederösterreich, for more information see: <https://www.sportzentrum-noe.at/datenschutz>