

I.

Information on the right of cancellation in distance selling contracts

No right of withdrawal under Section 18 FAGG

As the contracts concluded on the basis of these contracts exclusively concern services in the areas of accommodation for purposes other than residence, delivery of food and beverages, and leisure activities and because a specific point in time or time frame is scheduled for the fulfilment of the contract, you have no right of withdrawal under FAGG (Online and Distance Selling Act).

II.

GENERAL TERMS AND CONDITIONS

for consumers

valid as of 14.02.2025

SPORTZENTRUM Niederösterreich GmbH
(Hereinafter referred to as “**SPORTZENTRUM NÖ**”)

Dr. Adolf Schärf-Strasse 25

A-3100 St. Pölten, Austria

FN 99421h Regional Court of St. Pölten

UID-No: ATU 19775704

Tel: +43 2742 295-0 or mobile: +43 676 847 547 611

email: office@sportzentrum-noe.at

[http:// www.sportzentrum-noe.at](http://www.sportzentrum-noe.at)

Member of the Austrian Federal Economic Chamber

1. Area of Application and General Principles

1.1. SPORTZENTRUM NÖ concludes agreements for the use of the sports facilities and seminar rooms of the SPORTZENTRUM Niederösterreich, accommodation contracts in hotel and hospitality (in short also: contracts) only on the basis of the following General Terms and Conditions (in short: GTC). The version valid at the time of booking is decisive.

- 1.2.
- 1.3. Special agreements must be made in writing. The General Terms and Conditions shall apply subsidiarily to any individual agreements made.
- 1.4. Guest: A guest is any natural person who uses the accommodation/seminar room/sports facility. The guest is usually also the person who made the booking. Guests are also considered to be those persons who are travelling with the person who made the booking (e.g. family members, friends, etc.).
Customer: A customer is a person who enters into an accommodation/user contract with the SPORTZENTRUM NÖ as a guest or for a guest, as well as a person who enters into a legal transaction with the SPORTZENTRUM NÖ in connection with the rental of seminar rooms.
- 1.5. Consumer/user: The term is to be understood in the sense of the Austrian Consumer Protection Act.
- 1.6. Contract: The contract is the one concluded between the SPORTZENTRUM NÖ and the Contracting Partner, the content of which is specified in more detail below. The contract applies to the use of the sports facilities and seminar rooms, as well as to accommodation in the hotel and catering with food and drinks.

2. Conclusion of contract, deposit

- 2.1. The contract is generally deemed to have been concluded upon acceptance by SPORTZENTRUM NÖ of the written or verbal order of the customer (booking confirmation). Electronic declarations shall be deemed to have been received when they can be accessed by the party for whom they are intended under normal circumstances, provided that they are received during the published business hours of the SPORTZENTRUM NÖ.
- 2.2. If the customer is not also a guest and/or if the customer is placing the order for (additional) guests, the customer shall nevertheless remain the contracting partner of the SPORTZENTRUM NÖ, unless otherwise expressly agreed. When placing orders in the name and for the account of the guest, the customer is jointly and severally liable for the booking made by him/her.
- 2.3. The booking confirmation is generally sent within 24 hours of receipt of the order. For bookings where arrival takes place on the same day as the booking, please contact the reception of the SPORTZENTRUM NÖ immediately.
- 2.4. The SPORTZENTRUM NÖ is entitled to conclude the contract on the condition that the guest and/or customer makes a down payment in the specified amount by the time stated in the reservation confirmation.

Should the guest and/or customer agree to the deposit (in writing or orally), the contract shall be concluded upon receipt of the declaration of consent by the SPORTZENTRUM NÖ. For the sake of clarity, it is noted that consent can also be conclusively demonstrated by the guest and/or customer who pays the deposit. If the deposit is not paid, the SPORTZENTRUM NÖ is entitled to withdraw from the contract. The deposit is generally a partial payment of the agreed fee. However, the SPORTZENTRUM NÖ reserves the right to demand advance payment of the entire agreed fee. Any costs for the money transaction are to be borne by the guest and/or customer. Where payment is made by credit or debit card, the relevant terms and conditions of the card companies shall also apply. Instead of debiting the deposit, the SPORTZENTRUM NÖ is also entitled to reserve the advance payment by means of a pre-authorisation on the credit card. The contract shall be deemed concluded if the customer/guest/credit card holder expressly consents to this by disclosing the credit card details (pre-authorisation) and the reservation of the deposit amount is confirmed by the credit card company.

3. Use of the sports facilities and seminar rooms

- 3.1. The customer/guest acknowledges that the terms of use (house rules) of the SPORTZENTRUM NÖ apply to the use of the seminar rooms and sports facilities and accepts these as binding.
- 3.2. Furnishings, fixtures and fittings, technical and sports facilities are to be treated with care.
- 3.3. The use of the customer's own electrical equipment is only allowed with the consent of the SPORTZENTRUM NÖ. The installation of decorations or the customer's own furnishings is only permitted with the consent of the SPORTZENTRUM NÖ. The objects must comply with all official regulations and requirements, in particular fire protection regulations, etc.
- 3.4. The customer is obliged to obtain all the official permits required for holding the event and is solely responsible for doing so. The customer shall fully indemnify and hold the SPORTZENTRUM NÖ harmless in this regard.
- 3.5. At the end of the event, all objects are to be removed and any packaging material brought along by the customer is to be disposed of by the customer at their own expense.

4. Use of hotel accommodation

- 4.1. Unless otherwise stated during the booking process, rooms are available after 3 p.m. on the day of arrival. On the day of departure, rooms must be

vacated by 10 a.m. at the latest. If the accommodation is vacated at a later point in time, the SPORTZENTRUM NÖ is entitled to charge for an additional day.

- 4.2. In the event that the room has already been allocated to someone else, the SPORTZENTRUM NÖ is entitled to vacate the room and to store or deposit the objects that the guest has left in the room at the expense of the guest and/or customer. Claims for damages in accordance with the statutory provisions remain unaffected.
- 4.3. Any transfer of the rooms (no matter in which legal form) is not permitted. The rooms may only be used by the guest and the fellow travellers named during the booking process.
- 4.4. The guest has accepted the accommodation in a proper condition and is obliged to treat it with care and to protect its substance as much as possible. Smoking is expressly prohibited throughout the entire sports centre, with the exception of the designated smoking areas. Pets, especially dogs, are not allowed. The only exception is service dogs.
- 4.5. The guest is entitled to use the existing Wi-Fi access of the SPORTZENTRUM NÖ free of charge during their stay. Use must be in accordance with the existing legal provisions. The SPORTZENTRUM NÖ does not accept any liability for possible failures of the internet connection or external attacks and any disadvantages that may arise for the guest as a result. Use is at the user's own risk.

5. Fees, payment terms, authorisation

- 5.1. All prices are quoted in € (Euro) and include the statutory value added tax. Services that are not expressly included in the contract and these Terms and Conditions shall not be included in the performance and shall be invoiced separately.
- 5.2. The agreed fee is to be paid using the payment method agreed during the booking process.
- 5.3. Consent to credit card debits when booking with a credit card:
 - When booking with a credit card, the cardholder gives their express consent for the fee for the booked accommodation to be debited from the credit card in the event of a no-show without timely cancellation by the guest and/or customer.
 - The cardholder declares their express consent that in the event that, after the departure of the guest and/or customer, claims are assessed

against their that were not yet taken into account in the debit note created on the basis of the invoice, the SPORTZENTRUM NÖ can have these claims debited directly from the credit card by means of a subsequent debit note within 30 days of the departure of the guest and/or customer.

- Chargebacks are made exclusively to the credit card account debited at the time of booking.
- When a booking is fixed by the disclosure of a credit card number, the SPORTZENTRUM NÖ sends an authorisation request to the credit card issuer and an amount equal to the accommodation charge is reserved. The cardholder gives their express consent to this.

6. Cancellation and withdrawal

6.1. For the purposes of this clause, group bookings are defined as bookings for at least 15 people or at least 10 rooms, which are completed in a single reservation process for a single invoice (= 1 reservation confirmation and 1 invoice for the entire group). For the purpose of this clause, all other bookings are deemed to be individual bookings.

6.2. Contracts for individual bookings may be cancelled by the guest and/or customer without incurring a cancellation fee by means of a written cancellation received by the SPORTZENTRUM NÖ no later than 3 weeks prior to the agreed date of arrival of the guest.

6.3. Contracts for group bookings may be cancelled by the guest and/or customer without incurring a cancellation fee by means of a written cancellation received by the SPORTZENTRUM NÖ no later than 12 weeks prior to the agreed date of arrival of the guests.

6.4. The time of cancellation is deemed to be the time at which the declaration of withdrawal is received by the SPORTZENTRUM NÖ. We recommend taking out travel cancellation insurance.

6.5. The SPORTZENTRUM NÖ is entitled to withdraw from the contract or to terminate it with immediate effect for the following important reasons, namely if:

- The agreed fee is not paid by the guest at the agreed time.
- SPORTZENTRUM NÖ is obliged or forced to close the rented premises or parts thereof or to cease use due to force majeure or exceptional circumstances (Section 1104 of the Austrian Civil Code (ABGB)).
- The guest makes significantly adverse use of the premises.

6.6. In the event of justified withdrawal by the SPORTZENTRUM NÖ all claims of the guest against the SPORTZENTRUM NÖ are excluded, unless mandatory statutory claims exist.

7. Liability

- 7.1. The premises are to be returned in the same good condition by the guest as when they were handed over to the guest, taking into account normal wear and tear.
- 7.2. The customer/guest assumes responsibility for other persons who have been granted access to the rooms with their consent, so that they are liable for any damage that they or these persons may have culpably caused.
- 7.3. The SPORTZENTRUM NÖ is only liable for items brought into the rooms by the guest within the scope of the statutory provisions of Section 970 et seqq. of the Austrian Civil Code (ABGB). The SPORTZENTRUM NÖ shall not be held liable for any damage to items brought into the rooms in the event of slight negligence.

8. Place of performance, contract language

- 8.1. The place of performance is the location of the rented premises.
- 8.2. The language of the contract is German.

9. Data protection notice

- 9.1. (1) The data protection notices pursuant to Article 13 ff GDPR are available at <http://www.sportzentrum-noe.at/datenschutz>