

GENERAL TERMS AND CONDITIONS

for

entrepreneurs.

Valid as of 14.02.2025

SPORTZENTRUM Niederösterreich GmbH

(Hereinafter referred to as "**SPORTZENTRUM NIEDERÖSTERREICH**")

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Member of the Austrian Federal Economic Chamber

1. Area of Application and General Principles

- 1.1. SPORTZENTRUM NIEDERÖSTERREICH 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. Contracting partners within the meaning of these GTC are exclusively entrepreneurs.
- 1.4. Any general terms and conditions of the contracting partner are not accepted. There is no need for a special objection to this by the SPORTZENTRUM NIEDERÖSTERREICH. The Terms and Conditions of the SPORTZENTRUM NIEDERÖSTERREICH are deemed to have been accepted upon booking, at the latest upon acceptance of our performance. Even if the SPORTZENTRUM NIEDERÖSTERREICH sends a booking confirmation, this does not constitute acceptance of the terms of contract of the contracting partner/customer.

- 1.5. Terms and Conditions of the SPORTZENTRUM NIEDERÖSTERREICH constitute the legal basis for all current and future business relations between the customer and the SPORTZENTRUM NIEDERÖSTERREICH. They shall also apply to future bookings made without express reference to these Terms and Conditions.
- 1.6. Special agreements must be made in writing. The General Terms and Conditions shall apply subsidiarily to any individual agreements made.
- 1.7. 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.).
- 1.8. Customer: A customer is a person who enters into an accommodation/user contract with the SPORTZENTRUM NIEDERÖSTERREICH as a guest or for a guest, as well as a person who enters into a legal transaction with the SPORTZENTRUM NIEDERÖSTERREICH in connection with the rental of seminar rooms or catering. The customer shall be the contracting partner of this contract, unless otherwise expressly agreed.
- 1.9. Entrepreneur: The term is to be understood in the sense of the Austrian Consumer Protection Act.
- 1.10. Contract: The contract is the one concluded between the SPORTZENTRUM NIEDERÖSTERREICH and the Contracting Partner, the content of which is specified in more detail below.
- 1.11. House Rules: The General Terms and Conditions of Use of the SPORTZENTRUM NIEDERÖSTERREICH are those which are displayed at the reception and in other entrance areas of the facility and which every user of the facilities must comply with.

2. Conclusion of contract, deposit

- 2.1. Offers made by the SPORTZENTRUM NIEDERÖSTERREICH are non-binding and are subject to change; in particular, the presentation of offers on the website and in price lists sent by post does not constitute a binding offer; illustrations and drawings are only to be considered as approximate values, unless these have been expressly stated to be binding fixed values for the respective product. Typographical and printing errors remain reserved. The customer accepts minor and objectively justified changes.

- 2.2. For contracts concluded by correspondence (telephone, email, online reservation system, etc.), the contract is only concluded once the SPORTZENTRUM NIEDERÖSTERREICH has expressly accepted 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 NIEDERÖSTERREICH.
- 2.3. The customer is bound by their offer to enter into a contract for 30 days. The SPORTZENTRUM NIEDERÖSTERREICH is entitled to accept orders in part only or to reject them without stating reasons.
- 2.4. Should the order confirmation differ from a booking, the order confirmation shall apply in case of doubt.
- 2.5. 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 NIEDERÖSTERREICH, 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 them.
- 2.6. 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 NIEDERÖSTERREICH immediately.
- 2.7. The SPORTZENTRUM NIEDERÖSTERREICH 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 NIEDERÖSTERREICH. 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 NIEDERÖSTERREICH is entitled to withdraw from the contract. The deposit is generally a partial payment of the agreed fee. However, the SPORTZENTRUM NIEDERÖSTERREICH 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 NIEDERÖSTERREICH 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. Fees, payment terms, pre-authorisation

- 3.1. If no explicit price agreement is made, the price lists on the day of the order/booking shall apply.
- 3.2. The price lists and other costs for the use of sports facilities, seminar rooms and hotel rooms can be found on the website of the SPORTZENTRUM NIEDERÖSTERREICH. The SPORTZENTRUM NIEDERÖSTERREICH expressly reserves the right to change the rates.
- 3.3. All prices are quoted in € (Euro) and are - unless otherwise expressly stated - exclusive of 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.
- 3.4. Fees for long-term use contracts are value-protected. Unless otherwise agreed in individual contracts, the measure for calculating the stability of value is the Consumer Price Index 2020 published monthly by Statistik Austria or an index replacing it.
- 3.5. The reference value is the index figure calculated for the month in which the contract was concluded. The new usage fee is to be rounded up to the nearest 10 cents. The place of performance for the client's payment is the SPORTZENTRUM NIEDERÖSTERREICH. A payment is considered to have been made on the day that the SPORTZENTRUM NIEDERÖSTERREICH can dispose of the amount paid.
- 3.6. Should the use of the sports facilities begin more than 10 minutes before the agreed reservation time or continue for more than 10 minutes after the agreed reservation time (e.g. due to set-up or dismantling work, cleaning), a flat-rate compensation fee of EUR 75.00 shall be payable for each commenced hour. A flat-rate fee of € 5.00 per card will be charged for lost or non-returned room cards or other access cards.
- 3.7. The agreed fee is to be paid using the payment method agreed during the booking process.
- 3.8. In the case of long-term contracts, the SPORTZENTRUM NIEDERÖSTERREICH is entitled – unless otherwise expressly agreed in writing – to issue invoices at regular intervals (e.g. monthly).

- 3.9. Payments shall be made promptly upon receipt of the invoice without discount.
- 3.10. The SPORTZENTRUM NIEDERÖSTERREICH will use incoming payments, irrespective of any payment dedication, at its own discretion, first to cover costs, expenses and fees, then to cover default interest and finally to settle the oldest outstanding debt.
- 3.11. 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 by the guest and/or customer without timely cancellation.

The cardholder declares their express consent that in the event that, after the departure of the guest and/or customer, claims are assessed against them that were not yet taken into account in the debit note created on the basis of the invoice, the SPORTZENTRUM NIEDERÖSTERREICH 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 NIEDERÖSTERREICH 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.

4. Delay in payment

- 4.1. In the event of a delay in payment, default interest of 11% p.a. will be charged.
- 4.2. In the event of default, even if only one payment is delayed, the entire outstanding balance of the Contracting Partner arising from this or other duties shall become immediately due and payable to the SPORTZENTRUM NIEDERÖSTERREICH without any deductions. This also applies in the event of an instalment or deferral agreement if an instalment payment is not made on time. Reminder costs in the amount of EUR 30.00 per reminder will be charged for each reminder issued by the SPORTZENTRUM NIEDERÖSTERREICH.
- 4.3. Should the Contracting Partner be in default on payments or other performances, the SPORTZENTRUM NIEDERÖSTERREICH shall be entitled, without prejudice to any other rights, to withhold deliveries or performances under this or other contracts concluded with the Contracting Partner until the agreed consideration is provided, while maintaining the outstanding delivery period, or to withdraw from the contract after a reasonable period of grace and to claim damages for non-

performance. In the case of the latter, the SPORTZENTRUM NIEDERÖSTERREICH is entitled to demand or withhold the agreed deposit, but at least the corresponding cancellation fee (point 7) as a minimum contractual penalty. Any damage exceeding the contractual penalty is to be compensated in addition. The SPORTZENTRUM NIEDERÖSTERREICH reserves the right to demand advance payment from defaulting payers.

5. Prohibition of set-off and retention by the customer

- 5.1. The Contracting Partner is not entitled to withhold payments or to set them off against claims for warranty, damages or other claims, unless these claims have been judicially assessed or recognised by the SPORTZENTRUM NIEDERÖSTERREICH.
- 5.2. With regard to all claims arising from the present accommodation contracts, the SPORTZENTRUM NIEDERÖSTERREICH has the statutory right of retention pursuant to Section 970c ABGB (Austrian Civil Code) and the statutory right of lien pursuant to Section 1101 ABGB with regard to the objects brought into the rooms/annexes by the guest.

6. Prohibition of assignment and pledging

- 6.1. The transfer or pledging of rights and claims of the customer/guest against the SPORTZENTRUM NIEDERÖSTERREICH to third parties is excluded.
- 6.2. Any prohibition of assignment set out in the General Terms and Conditions of the customer and all other contractual provisions concerning the assignment of claims shall be deemed unwritten, so that the SPORTZENTRUM NIEDERÖSTERREICH remains free to assign its claims in any case.

7. Cancellation and withdrawal

7.1. By the customer/guest

All cancellations, reductions in numbers and changes must be communicated by email to office@sportzentrum-noe.at. The time of cancellation is deemed to be the time at which the declaration of withdrawal is received by the SPORTZENTRUM NIEDERÖSTERREICH.

In order to be covered in the event of cancellation, we recommend that our guests take out insurance against cancellation.

7.1.1. CANCELLATION OF SPORTS FACILITIES & SEMINAR ROOMS

7.1.1.1. Cancellation deadlines and fees for training, matches, tournaments and seminars

- Cancellation up to 2 weeks before the reserved date: no costs
- Cancellation 2 weeks to 1 week before the reserved date: 50% of the costs
- Cancellation up to 1 week before the reserved date: 100% of the costs

7.1.1.2. Cancellation deadlines and fees for EVENTS

- Cancellation 8 weeks to 3 week before the reserved date: 30% of the costs
- Cancellation 3 weeks to 1 week before the reserved date: 50% of the costs
- Cancellation up to 1 week before the reserved date: 100% of the costs

7.1.2. CANCELLATION HOTEL

7.1.2.1. Cancellation deadlines and fees for individual bookings

- Cancellation 8 weeks to 3 weeks before the 1st overnight stay 30% of the costs
- Cancellation 3 weeks to 1 weeks before the 1st overnight stay 50% of the costs
- Cancellation up to 1 week before the 1st overnight stay 100% of the costs

7.1.2.2. Cancellation deadlines and fees for group bookings

A group booking is considered to be a joint booking with a collective invoice for at least 15 people or at least 10 rooms.

- Cancellation after booking up to 6 months before the 1st overnight stay 10% of the costs
- Cancellation 6 months to 3 months before the 1st overnight stay 30% of the costs
- Cancellation 3 months to 1 weeks before the 1st overnight stay 50% of the costs
- Cancellation up to 1 week before the 1st overnight stay 100% of the costs

7.1.2.3. Reduction in contingent

- Up to 3 months before the 1st overnight stay, a 20% contingent adjustment is granted free of charge.
- Up to the arrival of the group, a 10% contingent adjustment is granted free of charge.

7.2. Cancellation and termination of the contract by the SPORTZENTRUM NIEDERÖSTERREICH

7.2.1. The SPORTZENTRUM NIEDERÖSTERREICH expressly reserves the right to cancel reservations that have already been made and confirmed if this is necessary for operational reasons (e.g. maintenance, servicing or protection of facilities). This also applies in the case of own use, whereby the SPORTZENTRUM NIEDERÖSTERREICH will announce own use by email at least 10 days before the start of use.

7.2.2. In addition, the SPORTZENTRUM NIEDERÖSTERREICH is entitled to cancel the contract if it is not possible for the SPORTZENTRUM NIEDERÖSTERREICH to reach anyone via the email address or telephone number provided.

7.2.3. Should the SPORTZENTRUM NIEDERÖSTERREICH cancel the contract, any payment already made will be reimbursed, whereby the reimbursement will be made in the same manner as the payment of the price. The customer or guest shall not be entitled to any further claims (e.g. claims for damages) of any kind whatsoever.

7.2.4. The SPORTZENTRUM NIEDERÖSTERREICH 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.
- The SPORTZENTRUM NIEDERÖSTERREICH is obliged or forced to close the rented premises or parts thereof or to cease use due to force majeure, operational disruptions, strikes, lockouts, staff shortages, lack of means of transport, official orders, or even as the result of consequences of local storms or environmental disasters or other exceptional circumstances (Section 1104 of the Austrian Civil Code (ABGB)).
- The guest makes significantly adverse use of the premises.

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

8. Use

8.1. The SPORTZENTRUM NIEDERÖSTERREICH only makes the booked seminar rooms, sports facilities, hotels and restaurants available for use during the times booked in each case. If use has been agreed for unspecified times, use is permitted during general opening hours, as published on the SPORTZENTRUM NIEDERÖSTERREICH webpage. The opening hours may be changed. Planned changes to the opening hours shall be posted in a suitable place at least fourteen days before they take effect.

8.2. The house rules (General Terms of Use) form the basis for the use of the the facilities and premises of the SPORTZENTRUM NIEDERÖSTERREICH and the SPORTZENTRUM NIEDERÖSTERREICH only permits their use on this basis.

8.3. The customer/guest acknowledges that the terms of use (house rules) of the SPORTZENTRUM NIEDERÖSTERREICH apply to the use of the seminar rooms and sports facilities as well as the hotel and restaurants and accepts these as binding.

9. Force majeure

9.1. Events of force majeure ('Force Majeure') are those that are beyond the control of the SPORTZENTRUM NIEDERÖSTERREICH and which prevent the SPORTZENTRUM NIEDERÖSTERREICH from fulfilling its obligations in whole or in part.

9.2. Force majeure shall be deemed to exist in particular (without excluding other cases) in the following cases:

- war, armed conflicts and hostilities or serious threat of them, as well as civil war, riots, revolution, military or usurped power and mob violence;
- acts of terrorism, sabotage or piracy;
- lawful or unlawful official acts, official orders, rules, regulations or instructions that prevent the SPORTZENTRUM NIEDERÖSTERREICH from fulfilling all or part of its obligations;
- natural disasters such as floods (including local ones), earthquakes, wildfires;
- epidemics, pandemics, endemics;
- explosion, fire or destruction of the sports facilities,
- prolonged failure of transport, telecommunications or electrical means or routes;
- strikes and lawful lockouts;
- Supply difficulties and other disruptions in performance on the premises of the suppliers to the SPORTZENTRUM NIEDERÖSTERREICH shall be deemed force majeure if the supplier is prevented from providing the performance incumbent on it due to an event of force majeure as defined above.

9.3. The SPORTZENTRUM NIEDERÖSTERREICH shall notify the customer immediately of the occurrence and cessation of the force majeure and shall use, as far as possible all efforts to limit the effects of the force majeure.

9.4. Both Contracting Parties shall consult with each other upon the occurrence of force majeure to determine how to proceed and whether the periods not utilised during this time shall be utilised after its termination.

- 9.5. Each Contracting Party shall be entitled to withdraw from the contracts affected by force majeure if the force majeure lasts for more than eight (8) weeks or if it turns out that it will last for such a period of time.
- 9.6. The right of each Contracting Party to terminate the contract for good cause in the event of force majeure lasting for a longer period shall remain unaffected.
- 9.7. In cases of force majeure, the SPORTZENTRUM NIEDERÖSTERREICH shall be released from its obligation to deliver and to fulfil any other contractual obligations as well as from any liability for damages or other contractual remedies for breach of contract for the duration of the force majeure event and to the extent that it exists.

10. Special rules for long-term use contracts

- 10.1. Long-term use contracts are concluded for the duration of one season, unless otherwise expressly agreed, and are automatically extended for a further season if written notification is not received by 1 August of the respective year stating that an extension is not desired. One season corresponds to one school year in Lower Austria.
- 10.2. The contract can be terminated prematurely by either party at the end of a school semester. The cancellation is considered timely if it is received by the Contracting Partner no later than one month before the end of the contract.
- 10.3. The SPORTZENTRUM NIEDERÖSTERREICH can terminate the contract with immediate effect – even before the end of the minimum contract period and without being bound by notice periods and dates – if:
- the customer is in default of payment of the rental fee and the outstanding rental fee is not paid in full despite a grace period of at least 14 days;
 - the customer or their members and guests repeatedly violate the provisions of the General Terms of Use (house rules) despite two unsuccessful warnings;
 - the customer or their members and guests commit a criminal offence in the SPORTZENTRUM NIEDERÖSTERREICH that could only have been committed intentionally.
- 10.4. **Interruption of operations:** During the cleaning and repair of the facilities and premises, partial or complete business interruptions are possible. These are accepted by the customer if they are necessary and do not entitle them to claim compensation or to terminate the contract prematurely. In the event of business interruptions, however, the

customer will be refunded by SPORTZENTRUM NIEDERÖSTERREICH in proportion to the area and time actually affected.

11. Special rules for events

- 11.1. All training or competition events must take place under the supervision of a person responsible who has been named in advance. The person responsible for the group is obliged to report to the SPORTZENTRUM NIEDERÖSTERREICH reception prior to the start of the respective hour of use.
- 11.2. All assembly and dismantling work is to be carried out within the booked hours of use. All sports equipment and other objects which have been delivered must be removed immediately after the event. In addition, the sports facilities, rooms and facilities are to be returned in the same condition as they were prior to their use.
- 11.3. The Contracting Partner is responsible for keeping the sports facilities and changing rooms clean. If this is not done, the costs incurred will be charged to the Contracting Partner.
- 11.4. The Contracting Partner is responsible for disposing of any information and packaging material, cardboard, glass, hazardous waste, etc. Use of the disposal system of the SPORTZENTRUM NIEDERÖSTERREICH GmbH for these types of waste is only permitted if an express written agreement has been concluded. In the event of non-compliance, the costs incurred for waste disposal will be charged to the user.
- 11.5. The Contracting Partner is responsible for ensuring compliance with and organising all safety-related requirements (presence of rescue or medical services, police, fire brigade, etc.), as well as for reporting the event to the authorities or obtaining official approval, if necessary. The costs are to be borne by the Contracting Partner.
- 11.6. Furnishings, fixtures and fittings, technical and sports facilities are to be treated with care.
- 11.7. The use of the customer's own electrical equipment is only allowed with the consent of the SPORTZENTRUM NIEDERÖSTERREICH. The installation of decorations or the customer's own furnishings is only permitted with the consent of the SPORTZENTRUM NIEDERÖSTERREICH. The objects must comply with all official regulations and requirements, in particular fire protection regulations, etc.
- 11.8. 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 NIEDERÖSTERREICH harmless in this regard.

- 11.9. 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.
- 11.10. Any other costs, fees and charges associated with the granting of rights of use, the conclusion of the contract and the holding of an event shall be borne by the customer.
- 11.11. The customer shall be responsible for the production, price and distribution of admission tickets. Unless otherwise expressly agreed, a percentage duty of 10% of the income generated from the tickets must be paid in addition to the usage fee

12. Special conditions for booking hotel rooms

- 12.1. 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 NIEDERÖSTERREICH is entitled to charge for an additional day.
- 12.2. In the event that the room has already been allocated to someone else, the SPORTZENTRUM NIEDERÖSTERREICH 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. Smoking on the premises is expressly prohibited.
- 12.6. Pets, especially dogs, are not allowed. Service dogs are excluded from this.
- 12.7. The guest is entitled to use the existing Wi-Fi access of the SPORTZENTRUM NIEDERÖSTERREICH free of charge during their stay. Use must be in accordance with the existing legal provisions. The SPORTZENTRUM NIEDERÖSTERREICH 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.

13. Special conditions for catering

13.1. Any requests for opening the restaurant outside of the existing opening hours (e.g. for events) must be discussed and agreed in detail with the SPORTZENTRUM NIEDERÖSTERREICH.

13.2. Catering for events or similar activities is generally provided by the SPORTZENTRUM NIEDERÖSTERREICH GmbH. The use of other persons or companies requires the prior consent of the SPORTZENTRUM NIEDERÖSTERREICH GmbH.

14. Warranty, notification of defects, liability

14.1. The customer shall be solely responsible for the use of the sports facilities and the (sports) equipment made available to it.

14.2. The customer shall ensure that all persons (guests/users) who use the facilities, equipment and premises of the SPORTZENTRUM NIEDERÖSTERREICH on the basis of their contract take note of the House Rules before using the facilities and (sports) equipment made available to them.

14.3. The customer also acknowledges and must ensure that all persons (guests/users) who use the facilities, devices and premises of the SPORTZENTRUM NIEDERÖSTERREICH on the basis of their contract are to satisfy themselves as to the functionality and freedom from defects of the facilities and (sports) equipment made available to them before using them.

14.4. Warranty or compensation claims against the SPORTZENTRUM NIEDERÖSTERREICH shall only exist if the customer notifies the SPORTZENTRUM NIEDERÖSTERREICH in writing of any defects immediately after starting to use the facility/premises.

14.5. It is assumed that (sports) devices and facilities that show no defects and/or damage before use and have not been reported at the reception are considered to be free of defects and damage at the time they are handed over. Defects or damage that are identified at the time of acceptance, as well as damage that occurs during use, must be reported to the reception immediately. Any repair costs will be charged to the customer if the damage was caused by improper use.

14.6. Liability for any damages incurred by the customer/guest due to a breach of contract by the SPORTZENTRUM NIEDERÖSTERREICH regardless of whether these are direct or indirect damages, loss of profit or consequential harm caused by a defect, is excluded outside the scope of the Product Liability Act, unless it can be proven that the SPORTZENTRUM NIEDERÖSTERREICH acted with intent or gross negligence, whereby the burden of proof for this also lies with the customer/guest with regard to fault. Liability for slight negligence, compensation for consequential damage and financial

losses, savings not achieved, interest losses and indirect damage, as well as such arising from third-party claims against the contracting partner/guest, are excluded.

- 14.7. Claims for damages by the customer against the SPORTZENTRUM NIEDERÖSTERREICH – insofar as such claims exist at all according to the above provisions – shall in any case become time-barred within one year of their use if they are not asserted in court within this period.
- 14.8. The exclusion of liability also covers claims against employees and vicarious agents of the SPORTZENTRUM NIEDERÖSTERREICH due to damage caused by them to the customer without reference to a contract on their part with the customer.
- 14.9. The customer is responsible for ensuring that events run smoothly. In relation to the SPORTZENTRUM NIEDERÖSTERREICH, the customer assumes responsibility for the event, even if a third party acts as the organiser in relation to third parties. The SPORTZENTRUM NIEDERÖSTERREICH does not assume any liability for events.
- 14.10. The customer is liable for any personal injury or property damage caused by the customer, their members, employees, contracting partners and/or visitors during the period of use/event.
- 14.11. The premises are to be returned in the same good condition as when they were handed over to the guest, taking into account normal wear and tear.
- 14.12. The SPORTZENTRUM NIEDERÖSTERREICH does not accept any liability for the loss of or damage to items brought into the rooms/facilities by the guest.
- 14.13. The customer assumes responsibility for the guest and other persons who have been granted access to the rooms with the customer's consent or with the consent of the guest, so that they are liable for any damage that they or these persons may have culpably caused.
- 14.14. In the event of a claim by a third party (e.g. users, event organisers, members, guests, visitors, own contracting partners, etc.), the customer shall fully indemnify and hold the SPORTZENTRUM NIEDERÖSTERREICH harmless.
- 14.15. The customer themselves is responsible for ensuring that the risks associated with an event are covered by insurance and, at the request of the SPORTZENTRUM NIEDERÖSTERREICH GmbH, for providing evidence of suitable and appropriate insurance.

15. Intellectual property rights/advertising

- 15.1. Copyrights and registered designs for goods, packaging, photos and illustrations, advertising subjects, etc. are and remain the property of the SPORTZENTRUM

NIEDERÖSTERREICH and constitute the exclusive intellectual property of the SPORTZENTRUM NIEDERÖSTERREICH.

15.2. The SPORTZENTRUM NIEDERÖSTERREICH owns various trademark and labelling rights, in particular to the SPORTZENTRUM NIEDERÖSTERREICH logo and the SPORTZENTRUM NIEDERÖSTERREICH lettering.

15.3. The SPORTZENTRUM Niederösterreich GmbH logo must be used in all advertisements and public communications that include the designation "SPORTZENTRUM Niederösterreich GmbH / SPORTZENTRUM Niederösterreich" and the correct wording: "SPORTZENTRUM Niederösterreich" must be observed.

15.4. Contracting partners of the SPORTZENTRUM NIEDERÖSTERREICH may request templates for advertising purposes when concluding the contract. Contracting partners are permitted to use these data sets/templates when sending templates, e.g. in the form of flyers, social media posts, etc., to promote events in the SPORTZENTRUM NIEDERÖSTERREICH.

15.5. Any use, editing, modification, manipulation, other reproduction or making available on the internet for other or personal purposes or any other use is prohibited, unless express written permission for the other use has been agreed. The SPORTZENTRUM NIEDERÖSTERREICH only grants a revocable, simple, non-exclusive licence, and these are only ever deemed to have been granted until revoked for the specific individual case.

15.6. The erection of advertising boards or advertising banners or other advertising options other than those of the SPORTZENTRUM NIEDERÖSTERREICH requires the approval of the SPORTZENTRUM NIEDERÖSTERREICH. A flat-rate fee is set for merchandising or other sales areas during an event at the time the event is registered.

16. Non-disclosure

16.1. All business information that the customer becomes aware of in the course of the business relationship with the SPORTZENTRUM NIEDERÖSTERREICH, including in particular all non-obvious commercial and technical information, must be kept secret from third parties for an unlimited period of time (business secret).

16.2. The Contracting Partner shall also impose this obligation on its employees.

17. Data protection notice

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

18. Place of performance, place of jurisdiction, contract language

18.1. The place of performance is the location of the rented premises.

18.2. Austrian substantive law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

18.3. International jurisdiction is in Austria, the place of jurisdiction is the court of competent jurisdiction for St. Pölten. However, the SPORTZENTRUM NIEDERÖSTERREICH is entitled to sue the customer at the customer's general place of jurisdiction.

18.4. Regardless of whether the Terms and Conditions are not only provided in German but also in another language, the German version shall always prevail. This shall take precedence over the version in another language, in particular in the event of deviations, ambiguities, doubts or the like.

19. Severability clause

Should one or more provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions of the General Terms and Conditions shall remain unaffected. In place of the invalid provision, a legally valid substitute provision that comes as close as possible to the economic purpose of the invalid provision shall be deemed agreed.

20. Amendments to the Terms and Conditions

20.1. Amendments and deviations from these Terms and Conditions must be agreed in writing; this also applies to the agreement to deviate from this written form requirement.

20.2. The SPORTZENTRUM NIEDERÖSTERREICH reserves the right to make amendments to these Terms and Conditions.

20.3. The SPORTZENTRUM NIEDERÖSTERREICH will inform the customer in good time before the amendments take effect. The notification can be sent by email or posted on the notice board at the reception.

20.4. The amendments shall be deemed approved if the customer does not clearly object to the amendments within four weeks of receiving the notification. The SPORTZENTRUM NIEDERÖSTERREICH will separately inform the customer that the amendments will be deemed approved if no objection is received in good time.