

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### BLUE SPA

#### **1. Area of applicability**

The following conditions apply to all users of the Blue Spa. Guests of the Hotel Bayerischer Hof, outside guests with day or monthly passes and members with six-month or yearly passes are entitled to use the Blue Spa. The passes are not transferrable to another person.

#### **2. Membership**

- a) Purchase of a six-month or yearly pass constitutes membership. A one-time membership fee must be paid for first-time membership. The fee is due and payable when the pass is issued.
- b) The holder of a monthly pass can extend the term of the pass to six months or one year at any time. Likewise, the holder of a six-month pass has the option of extending the pass to one year at any time. When a pass is extended, the price already paid is deducted from the price of a six-month or yearly pass. When a monthly pass is extended to a six-month or yearly pass, the membership fee mentioned in 2. a) above is due and payable.
- c) If the membership is not extended, it lapses two years after the contract enters into effect.

#### **3. Fees**

- a) A one-time organisational fee is due when a monthly, six-month or yearly pass is purchased.
- b) If a pass is lost, an administrative fee is charged to replace it.
- c) These fees are not reimbursed when the membership or pass expires.

#### **4. Prices**

When a membership is extended by purchasing a new monthly, six-month or yearly pass, the price in effect on the extension date is applicable.

## **5. Health restrictions**

- a) Each member or guest is himself/herself responsible for ensuring that he/she only uses the Blue Spa's fitness and other facilities if and to the extent that he/she is in a position to do so without restriction from a health and athletic standpoint. For treatments and the use of the facilities in the Blue Spa, the Hotel Bayerischer Hof is liable solely for intent and gross negligence. The Hotel Bayerischer Hof is likewise only liable for intent or gross negligence on the part of its legal representatives and agents. Unless a milder liability standard applies (e.g. for care in one's own matters), in the event of slight negligence, the Hotel is liable according to applicable law only
  - aa) for damage or injury to life, body or health,
  - bb) for damage arising from a significant breach of an essential contractual duty (material contractual obligation, the fulfilment of which is a necessary condition for proper performance of the contract and on the fulfilment of which the other contracting party routinely relies and may rely); however, in such a case, the liability of the Hotel Bayerischer Hof is limited to compensation for the foreseeable and typically occurring damage.

This does not affect the liability of the Hotel Bayerischer Hof Gebrüder Volkhardt KG for culpable breach of its safe passage duties.

- b) Upon request, a guest can receive appropriate instructions or an exercise plan tailored to his/her needs from a personal trainer. The trainer is to be informed of any health conditions such as circulatory illnesses, injuries, operations or the like before the exercise session begins.

## **6. Liability**

The Hotel Bayerischer Hof is not responsible for clothing, valuables or money brought in. This does not apply in cases of intentional or grossly negligent conduct on the part of the Hotel Bayerischer Hof or its legal representatives or agents. It likewise does not apply in the event of breaches of essential contractual duties; in such a case the liability of the Hotel Bayerischer Hof is limited to compensation for foreseeable and typically occurring damage. For hotel guests, the Hotel Bayerischer Hof is otherwise liable pursuant to applicable law (sections 701 et seq. German Civil Code). The lockers installed in the Blue Spa are to be used.

## **7. Use of the Blue Spa**

- a) Every member/guest is entitled to use the facilities according to his/her access pass as often as he/she pleases during the opening hours displayed in posted notices at the time.

- b) The use of the fitness room by people between the ages of 14 and 16 is only permitted when accompanied by a parent or guardian (hotel guest or pass holder). People younger than 14 years of age are not permitted to enter the fitness room.

## **8. Open hours**

- a) The times when the Blue Spa is open are displayed in a notice at the entrance. On legal holidays, the Blue Spa can be closed or have shorter opening hours. Guests/Members do not have the right to insist on set opening hours.
- b) The management reserves the right to close the Blue Spa for a total of 14 days per year. This can be the case due to renovation work or hotel events. In the event of closures within this framework, guests have no right to claim reimbursement or price reduction. The same applies if the Blue Spa is not open for reasons for which the Blue Spa/the Hotel Bayerischer Hof is not responsible, especially in cases of force majeure. In such cases, there is likewise no right to claim substitute time.
- c) All further closings for entire days will be credited to each pass individually as an extension corresponding to the actual time closed.
- d) Partial (as to space or time) closings are not affected by this if and to the extent that they do not substantially restrict the operations of the Blue Spa.

## **9. In-house rules / banning from the premises**

While at the Blue Spa, each guest/member must behave in such a manner as neither to endanger or injure another guest nor to disturb or interfere with another guest more than is unavoidable due to the circumstances. Anyone who breaks the rules of decency will be banned from the premises without lenience. The instructions of the trainers are to be followed. The right to assert additional claims for compensation for damage is reserved.

## **10. Compensation for damage by customers**

Damage to the Blue Spa's facilities and exercise equipment will be remedied at the expense of the guest that has caused such damage.

## **11. Incapability of a member**

If a member is incapable of using the Blue Spa for more than four weeks for a reason which he/she cannot influence such as illness or pregnancy, his/her membership will be extended by the duration of such incapability.

Such extension is based on the prerequisite that, within two weeks of the beginning of the incapability, the member provides documentation in the form of a doctor's certificate of the fact that it is not possible for him/her to use the facilities of the Blue Spa. In the event of a member's long-term incapability, the Hotel Bayerischer Hof Gebrüder Volkhardt KG will consider, taking both sides' interests into consideration, whether the membership can be prematurely terminated. The member's right to terminate for good cause is not affected.

## **12. Reservation cancellation**

Customers' cancellation of reservations for treatments, fitness/personal training and group courses will be handled as follows:

- a) Cancellations made by five hours or more before the reserved services will be accepted without charge.
- b) The full price will be charged for reserved services that are cancelled with shorter notice or not used without notice.
- c) Reservations for day passes can be cancelled free of charge until 6:00 p.m. on the previous day. For reservations that are not cancelled, 80% of the price will be charged.
- d) Reservations for day passes for groups of six persons or more must be cancelled by three days before the reserved date; otherwise, 80% of the price be charged.

## **13. Closing stipulations**

The complete or partial invalidity of a stipulation of this Contract does not affect the validity of the remaining contractual stipulations. The invalid or void stipulation is replaced by the stipulation on which the parties would have agreed in order to achieve the same economic success if they had known of the defect when the contract was signed. The rest is subject to applicable law.

## **14. Applicable law**

The use of the Blue Spa is subject exclusively to the law of the Federal Republic of Germany.