

1. Scope

- 1.1 These General Terms and Conditions apply to contracts for the rental of rooms, conference facilities and sports facilities of the Wedau – Duisburg Sports School (hereinafter referred to as "SW") for accommodation as well as for all other services provided by SW for the customer in this context.
- 1.2 The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of SW in text form, whereby § 540 Para. 1 Sent. 2 of the German Civil Code (BGB) is waived if the customer is not a consumer.
- 1.3 Any terms and conditions of the customer shall only apply if this has been expressly agreed upon in writing in advance.

2. Conclusion of the Contract, Limitation Period

- 2.1 The contract for the reservation and use of the rooms, conference venues and sports facilities between the operator of SW and the customer is concluded by offer and acceptance.
- 2.2 Only written declarations are binding for SW.
- 2.3 With the conclusion of the contract, the customer has definitively and firmly ordered the services of SW. The customer is also entitled and obliged solely under this contract if the customer is not identical to the organizer.
- 2.4 In principle, all claims against SW become statute-barred one year after the statutory commencement of the statute of limitations.

3. Services, Prices, Payments, Set-off

- 3.1 The customer shall pay the agreed-upon or applicable SW prices for the room rental and the other services used by the customer. This also applies to third-party services commissioned by the customer directly or via SW, the remuneration of which SW has advanced.
- 3.2 The agreed-upon prices are in addition to the taxes and local levies applicable at the time of conclusion of the contract. Not included are local taxes, which are owed by the guest according to the respective municipal laws. In the event of a change in the statutory value added tax or the new introduction, change or abolition of local levies affecting the services to be rendered, the prices will be adjusted accordingly.
- 3.3 SW may make SW's consent to a subsequent reduction in the number of booked rooms, SW's service or the customer's length of stay requested by the customer conditional on an increase in the price for the rooms and/or for SW's other services.
- 3.4 Invoices issued by SW without a due date are payable without deduction within ten days of receipt of the invoice. SW may demand immediate payment from the customer of any amounts due and may do so at any time. In the event of a default of payment, SW may demand the respectively applicable statutory default interest of currently 8%. SW reserves the right to prove higher damages.
- 3.5 The customer shall reimburse SW €10.00 for the costs of the second dunning letter after the customer has defaulted. For any further letters, the costs increase depending on the administrative effort.
- 3.6 In justified cases, e.g. new customers, customers being in arrears or expansion of the scope of the contract, SW may demand, up until the beginning of the stay, an advance payment / security deposit or an increase in the advance payment / security deposit agreed-upon in the contract, possibly amounting to the full remuneration that was agreed upon, even after conclusion of the contract.
- 3.7 The customer is only entitled to offset or to assert rights of retention if SW has acknowledged the counterclaim on which the customer bases the customer's right or if this claim has been legally established.
- 3.8 If it is a sporting event (lasting several days), in which more than half of the overnight participants are under 27 years old (so-called youth activities), a VAT exemption can be granted if a corresponding additional declaration is signed upon arrival. This must be agreed with the Wedau Sports School before arrival.

4. Customer Cancellation (Cancellation, Termination, and Cancellation Fees)

- 4.1 A cancellation by the customer of the contract concluded with SW is only possible if a right of cancellation has been expressly agreed upon in the contract, a statutory right of cancellation exists, or if SW expressly agrees to the termination of the contract. The agreement of a right of cancellation as well as any agreement to terminate the contract shall be made in written form.
- 4.2 If a right of cancellation is not agreed upon or has already expired, and there is no statutory right of cancellation, and SW does not agree to

the termination of the contract, SW retains the right to the agreed compensation despite non-utilization of the service. SW shall credit the income from alternative rental of the rooms as well as the expenses saved.

5. Customer Cancellation (Cancellation, Termination, No-Show)

- 5.1 A cancellation by the customer of the contract concluded with the Wedau Sports School requires the consent of the Wedau Sports School in written form, unless the customer is entitled to another statutory right of cancellation. If such consent is not obtained, the agreed price from the contract must still be paid by the customer, even if the customer does not utilize contractual services.
- 5.2 If a deadline for free cancellation of the contract in written form has been agreed upon between the Wedau Sports School and the customer, the customer may withdraw from the contract until that deadline without triggering payment or compensation claims from the Wedau Sports School. The customer's right to cancel expires if they do not exercise their right to cancel in written form to the Wedau Sports School by the agreed deadline.
- 5.3 For rooms, conference rooms, sports facilities, and other services of the Wedau Sports School not utilized by the customer, the following portions of the agreed total price are to be paid as cancellation fees:
40% in case of cancellation between 41 and 15 days before arrival
60% in case of cancellation between 14 and 8 days before arrival
90% in case of cancellation from 7 days before arrival
- 5.4 The aforementioned flat rates also apply to partial cancellations by cancellation or non-arrival of individual rooms. This also applies to early departure of individual persons.

6. Termination and Termination by Wedau Sports School

- 6.1 Wedau Sports School is entitled to withdraw from the contract exceptionally for justified reasons, especially if:
 - Force majeure or other circumstances beyond Wedau Sports School's control make the fulfillment of the contract impossible;
 - Rooms, spaces, or sports facilities are booked with misleading or false information or the essential facts are withheld, where essential facts may include the identity of the customer, solvency, or the purpose of the stay;
 - Wedau Sports School has reasonable grounds to believe that the use of the services may jeopardize the smooth operation of business, safety, or the reputation of Wedau Sports School in the public eye, without this being attributable to the authority or organizational area of Wedau Sports School;
 - The purpose or occasion of the stay is unlawful;
 - A disruption of operations occurs due to a strike.
- 6.2 Furthermore, Wedau Sports School has the right to withdraw from or terminate the contract in cases regulated by law.
- 6.3 The justified withdrawal by Wedau Sports School does not establish a claim for damages by the customer.

7. Room Provision, Handover, and Return

- 7.1 The customer does not acquire any entitlement to the provision of specific rooms unless expressly agreed upon.
- 7.2 If the customer requests the provision of the booked room before 2:00 PM on the day of arrival, an Early Check-In fee of 50% of the agreed overnight rate will be charged. If the customer requests the provision of the utilized room after 10:00 AM on the day of departure, a Late Check-Out fee of 50% of the agreed overnight rate will be charged.
- 7.3 Booked rooms are available to the customer from 2:00 PM on the agreed day of arrival. The customer has no entitlement to earlier provision (unless contractually agreed upon). If a later arrival time has not been explicitly agreed upon, the SW reserves the right to allocate booked rooms to other guests after 6:00 PM without the customer deriving any claims against the SW. There is no obligation to make alternative arrangements.
- 7.4 On the agreed day of departure, the rooms must be vacated and made available to the SW by 10:00 AM at the latest. After this time, due to the delayed vacation of the room, the SW may invoice 50% of the full daily rate for its exceeding contractual use until 6:00 PM, and from 6:00 PM onwards, at least 90%. This does not establish contractual claims for the customer. The customer is free to prove that the SW has no claim or significantly lower claim for use.
- 7.5 Bringing pets is not permitted in the rooms/conference rooms/sports facilities or on the premises of the SW.

- 7.6 Smoking is strictly prohibited in all rooms, conference rooms, and indoor sports facilities. Costs incurred due to unauthorized smoking, such as room cleaning, possible renovation work, or compensation claims for lost profits, are to be borne 100% by the customer.

8. Duration of Use and Arrangement of All Conference and Sports Facilities

- 8.1 Decorative materials and other equipment may only be brought in if they comply with fire safety requirements. Upon request by the SW, the customer is obliged to obtain confirmation of safety from the fire department. If confirmation is not provided, the materials and items may not be brought in.
- 8.2 Decorative materials and other equipment for the event may be delivered by the customer within 24 hours before the start of the event. They must be collected within 24 hours after the end of the event.
- 8.3 Decorative materials and similar items may only be attached to ceilings, walls, and other fixtures of the SW with the express permission of the SW.
- 8.4 Bringing in food and drinks is not allowed. (Monopoly management)

9. Defects/Liability of the Wedau Sports School / Compensation

- 9.1 The customer or contracting party is liable to the SW for damages caused by them.
- 9.2 If defects or similar issues are discovered during a stay, the customer must inform the SW immediately to allow the SW to inspect and remedy the defect. The customer is obliged to contribute reasonably to rectify the disturbance and minimize potential damage. If the customer culpably fails to do so, the right to termination, compensation, and reduction is excluded.
- 9.3 If disruptions or defects occur in the services of the SW, the SW will, upon knowledge or prompt complaint from the customer, endeavor to remedy the situation.
- 9.4 Claims for compensation for non-performance due to faults in the rented items are only available to the customer if the defect arose from circumstances for which the SW is responsible, or if the SW is in default in rectifying the defect.
- 9.5 The SW is not liable for any claims arising from the use of the Internet, LAN, and WLAN triggered by third parties.
- 9.6 Further claims for damages and compensation claims based on other legal grounds are available to the customer in accordance with the provisions of the Civil Code if the damage resulted from intentional or grossly negligent breach of contractual obligations typical for the contract by the SW. The breach of duty by the SW shall be equated with that of a legal representative or vicarious agent.
- 9.7 Items left behind by the customer will only be forwarded upon request, at the customer's risk and expense. The SW will keep the items for three months.
- 9.8 If a parking space is provided to the customer in the underground garage or courtyard parking lot of the SW, even for a fee, this does not constitute a contract of safekeeping. The SW does not have a duty of supervision. The SW is not liable for loss or damage to parked or maneuvered motor vehicles and their contents on the sports school premises, except in cases of intent or gross negligence.
- 9.9 Liability for brochures or the Internet is excluded. The current price lists are binding.

10. Final Provisions

- 10.1 Changes or additions to the contract or these General Terms and Conditions shall be made in writing. Unilateral changes or additions by the customer are ineffective.
- 10.2 We kindly request compliance with quiet hours starting at 10:00 PM. If this is not feasible due to the program schedule, we expect maximum consideration for other guests.
- 10.3 The laws of the Federal Republic of Germany (BRD) shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws rules is excluded.
- 10.4 If individual provisions of these General Terms and Conditions are or become invalid or void, the validity of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions shall apply. The place of performance and payment in commercial transactions is Duisburg.