

I. Scope

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.
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.
3. Any terms and conditions of the customer shall only apply if this has been expressly agreed upon in writing in advance.

II. Conclusion of the Contract, Limitation Period

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. Only written declarations are binding for SW.
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.
4. In principle, all claims against SW become statute-barred one year after the statutory commencement of the statute of limitations.

III. Services, Prices, Payments, Set-off

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.
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. 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.
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.
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.
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.
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.
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.

IV. Withdrawal by the Customer (Cancellation and Cancellation Fees)

1. A withdrawal by the customer from the contract concluded with SW is only possible if a right of withdrawal has been expressly agreed upon in the contract, a legal right of withdrawal exists or if SW expressly agrees to the cancellation of the contract. The agreement to a right of withdrawal as well as the possible consent to a cancellation of the contract should be made in text form in each case.
2. If a right of withdrawal has not been agreed upon or has already expired, there is no statutory right of withdrawal, and if SW does not agree to a cancellation of the contract, SW retains the right to the agreed-upon remuneration despite non-use of the service. SW shall offset any revenue received from the rental of those rooms as well as the saved expenses against the aforementioned remuneration.

Default Fee Regulation

- 2.1 No later than 14 days before the start of an event (day of arrival), the respective participant shall bindingly inform SW of the exact number of participants (including speakers, etc.). If this notification is omitted, we shall charge a cancellation fee of €22.50 (youth activities) / €27.00 incl. VAT per day per participant/guest.
- 2.2 The same rule (€22.50 for youth activities / €27.00 incl. VAT per day and participant/guest) also comes into force in the event of a cancellation of the entire occupancy, unless SW has received a corresponding notification at least 14 days before the start of the event (day of arrival).
- 2.3 If no early notification (before the day of arrival) of a change to the expected occupancy is made to SW, we shall be forced to charge the full amount for the first catering service based on the reservation we have received.
- 2.4 For large events (50 people/beds or more), a cancellation fee according to Section IV Paragraphs 2.1 – 2.3 comes into force, provided that a reduced occupancy of more than 25% of the original booking is not notified to the SW no later than 60 days before the start of the event.
- 2.5 SW reserves the right to claim further damages.
- 2.6 If the customer withdraws from or cancels a concluded contract up to 14 days (up to 49 people or beds) or up to 60 days (50 people/beds or more) before the start (day of arrival) of a multi-day event, SW shall charge an administrative fee of €32.00 incl. VAT. In the same case, the customer shall be charged an administrative fee of €22.00 incl. VAT.

V. Withdraw and Termination by Sportschule Wedau

1. SW is entitled to extraordinarily withdraw from the contract for a objectively justified reason, in particular if:
 - force majeure or other circumstances for which SW is not responsible make the fulfilment of the contract impossible;
 - rooms or sports facilities are culpably booked under misleading or false information or under the concealment of essential facts, whereby the identity of the customer, the solvency or the purpose of the stay may be considered essential;
 - SW has reasonable grounds to believe that the use of the services may endanger the smooth operation of the business, the security or the reputation of SW vis-a-vis the public, without this being attributable to the sphere of control or organization of SW;
 - the purpose or reason for the stay is illegal;
 - an interruption of services offered by SW occurs due to a strike.

2. SW is also entitled to withdraw from or terminate the contract in cases regulated by law.
3. The justified withdrawal by SW does not justify the customer's claim for damages.

VI. Provision of Rooms, Handover and Return

1. The customer does not acquire the right to the provision of certain rooms, unless this has been expressly agreed upon.
2. If the customer wishes to have the booked room available before 2:00 p.m. on the day of arrival, there will be an early check-in fee of 50% of the agreed-upon accommodation price. If the customer wishes to occupy the room after 10:00 a.m. on the day of departure, there is a charge for a late check-out in the amount of 50% of the agreed-upon accommodation price.
3. Booked rooms are available to the customer as of 2:00 p.m. on the agreed-upon day of arrival. The customer is not entitled to have the room available earlier (unless it has been contractually agreed upon). Unless a later arrival time has been expressly agreed upon, SW has the right to assign booked rooms to another party after 6:00 p.m., without the customer being able to derive a claim against SW from this. There is no obligation to award the contract elsewhere.
4. On the agreed-upon day of departure, the rooms of SW must be vacated by 10:00 a.m. at the latest. After that, due to the late vacating of the room, SW may charge 50% of the full daily price for the use of the room up until 6:00 p.m. and at least 90% from 6:00 p.m. onwards. Contractual claims of the customer are not established by this. The customer is free to prove that SW has no, or a much lower, claim to damages due to the loss of use of the room.
5. Pets are not allowed in the rooms/meeting rooms/sports facilities or on the SW premises.
6. Smoking is strictly prohibited in all rooms, meeting rooms and indoor sports facilities. If costs arise due to unauthorized smoking, room cleaning, possible renovation work or claims for compensation, due to lost profit, are to be borne 100% by the customer.

VII. Duration of Use and Design of all Conference and Sports Facilities

1. The normal duration of use of all SW facilities is consistent with the provision of rooms under Section VI. In the event of an early arrival (before 2:00 p.m. on the day of arrival) or later departure (after 10:00 a.m. on the day of departure), there is an additional usage fee of €5.00 (youth activities) / €6.00 incl. VAT) per each registered person for an event for the use of the sports facilities or conference rooms.
2. Decorative materials and other equipment may only be brought along if they meet fire protection requirements. At the request of SW, the customer shall have the safety confirmed by the fire department. If a confirmation is not available, the customer may not bring the materials and objects.
3. The customer may deliver decorative materials and other equipment for the event within 24 hours before the start of the event. The customer shall pick it up again within 24 hours after the end of the event.
4. Decorative materials and similar objects may only be attached to ceilings, walls and other furnishing components of the premises of SW with the express consent of SW.
5. The customer may not bring food or drinks.

VIII. Defects / Liability of Sportschule Wedau / Damages

1. The customer or the contractual partner is liable to SW for any damages caused by the customer.
2. If defects or the like are found during a stay, the customer shall inform SW immediately in order to give SW the opportunity to check and remedy the defect. The customer shall contribute what is reasonable for the customer to remedy the malfunction and to keep any possible damages to a minimum. If the customer culpably fails to do so, the right to terminate the contract, damages and reduction is excluded.

3. Should disruptions or defects in services rendered by SW occur, SW shall endeavour to remedy the situation upon knowledge thereof or upon the customer's immediate complaint.
4. The customer is only entitled to claims for damages due to non-performance based on defects in the rented items if the defect arose as a result of circumstances for which SW is responsible, or if SW is in default with the remediation of the defect.
5. SW is not liable for any claims regarding the Internet, LAN and WLAN that are brought about by third parties during use.
6. The customer is entitled to further claims for damages and claims for damages for other legal reasons in accordance with the provisions of the German Civil Code if the damages were caused by the intentional or grossly negligent violation of typical contractual obligations by SW. A breach of duty by SW is equivalent to that of a legal representative or vicarious agent.
7. Items left behind by the customer will only be sent back upon request and at the risk and expense of the customer. SW shall store the items for three months.
8. If the customer is provided with a parking space in the underground car park or on the parking lot of the SW courtyard, even for a fee, this does not result in a contract of safe custody. There is no monitoring obligation on the part of SW. SW is not liable for any loss of or damage to motor vehicles parked or maneuvered on the sports school property or for their contents, except in cases of intent or gross negligence.
9. Prospectus liability or Internet liability is excluded. The current price lists are valid.

IX. Final Provisions

1. Changes or additions to the contract or these General Terms and Conditions must be made in text form. Unilateral changes or additions by the customer are ineffective.
2. The observance of quiet hours beginning at 10:00 p.m. is requested. If this is not possible due to the schedule, we expect the greatest possible consideration for the other guests.
3. The law of the Federal Republic of Germany (FRG) applies. The application of the UN Convention on the International Sales of Goods and conflict of laws is excluded.
4. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.
5. The place of performance and payment for commercial transactions is Duisburg, Germany.