

Terms and conditions of use of the Stellplatz Bad Aachen

1. Scope of validity

These terms and conditions govern the rights and obligations between the user and the Kur- und Badegesellschaft mbH (hereinafter: "KuBa"), which is the operator of the Stellplatz Bad Aachen, Brander Weg 11, 52066 Aachen (hereinafter: "Site"). KuBa's contractual services described herein are provided based on the scales of fees valid for the period of use.

2. Contract conclusion

a) A contract for the use of the Site becomes effective only upon KuBa's written acceptance. This occurs when the user submits a properly completed usage agreement which has been signed by one of KuBa's authorised signatories. There is no entitlement to the conclusion of a usage agreement. KuBa has the right to refuse contract conclusion without providing a reason for this.

b) The normal period of use is a maximum of 2 nights. Use which is longer than this is possible only with KuBa's prior consent. It should be noted in particular that continued use for a period of over 2 nights does not lead to a tacit renewal of the usage agreement.

c) A usage agreement may be concluded with a person under the age of 18 if his/her legal representative submits a written declaration of consent.

3. Contract termination

a) Upon termination of the contractual relationship, the pitch is to be cleared and returned to its original, clean state. Should the user not adhere to this provision, despite a request from KuBa to do so, the latter shall be entitled to return the pitch to its proper state by way of execution by substitution, at the expense of the user.

b) KuBa has the right to withdraw from the contract if the Site is not available, in whole or in part, as a result of force majeure. In this case, the user will be refunded already-paid usage fees for the period during which the Site cannot be used. Further claims by the user against KuBa do not exist.

c) KuBa has the right to immediately terminate the contract for cause. Cause exists in particular if the guest's conduct effectively violates the terms of use.

4. Terms of payment

The usage fee is payable upon conclusion of the usage agreement, in cash and in advance for the entire duration of the agreed period of use.

5. Liability of the user

The user is liable for all damage to the pitch and to the facilities on the Site caused by the user himself/herself, by persons travelling with him/her or by accompanying pets.

If the user pays compensation for damages, then KuBa will transfer the claims for damages against the offender to the user.

6. Liability of KuBa

KuBa is liable only for damages caused by intent or gross negligence. This also applies to breaches of duty by KuBa's legal representatives or agents. In particular, KuBa is not liable for damages caused by the failure or malfunction of the water and electricity

supplies. The same applies to noise from third parties. In addition, KuBa is not liable for slight negligence for damages incurred by the use of the equipment or devices available on the Site. This does not apply to damage to life, limb or health, provided that KuBa has a legal liability for this.

7. Data protection

The user agrees that KuBa may store all information regarding the contractual relationship and the details of contract management on an electronic data processing system and use these for the purpose of executing the contract and for billing. The commercial dissemination of the stored data to third parties will not occur.

8. Miscellaneous

a) Amendments and supplements to the usage agreement must be made in writing. This also applies to any amendment of the requirement for the written form.

b) The law of the Federal Republic of Germany applies exclusively. The contractual language is German.

c) If the user has no general jurisdiction in Germany, then Aachen shall apply as the exclusive jurisdiction for all disputes under this contract. The natural forum shall otherwise apply.

Valid from: 1 March 2017

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