

# GENERAL TERMS & CONDITIONS OF BUSINESS FOR THE FONTANE THERME SPA

(Last updated: August 2024)

## 1 SCOPE OF VALIDITY

- 1.1 These General Terms & Conditions apply to contracts between the RESORT MARK BRANDENBURG and the guest regarding the use of all bathing, sauna, spa, fitness and changing areas of the FONTANE THERME SPA as well as the use of spa, massage and other treatments from the RESORT MARK BRANDENBURG. The legal contractual partner is Seetor Invest Betriebsgesellschaft Neuruppin Hotel GmbH.
- 1.2 The guest's General Terms & Conditions shall only apply if this is expressly agreed in writing.

## 2 CONCLUSION OF CONTRACT AND FEES

- 2.1 The contract is concluded upon purchase of the admission ticket. In the case of gift vouchers and multiple-use tickets (e.g. season tickets), the contract is concluded upon admission. Acceptance by the RESORT MARK BRANDENBURG is subject to change. The admission ticket solely represents a voucher against the entrance fee and does not entitle the guest to any claim on admission. The RESORT MARK BRANDENBURG reserves the right to refuse entry to guests even if they have a valid ticket, in particular in the event of overcrowding, persons under the influence of alcohol or a ban on entry.
- 2.2 Purchasing an admission ticket does not entitle the guest to the use of a chair or lounge or to use of specific saunas.
- 2.3 The guest has no right to expect that all of the services advertised or referred to by the RESORT MARK BRANDENBURG, in any form whatsoever, will be available at the time of their visit. If a guest deems a particular service crucial for their visit, they need to obtain the requisite information from the website or from staff prior to concluding the contract.
- 2.4 The data carrier (card) issued to the guest serves as a time recording medium, as a locker, a key, as access authorisation to various areas and as an internal means of payment that is equipped with a credit function. Each data carrier (card) issued is assigned a unique number. Each time the data carrier (card) is used as a means of payment in the spa, this is registered in the internal accounting system. The data carrier (card) given to the guest remains the property of the RESORT MARK BRANDENBURG.
- 2.5 All food and drink purchased in the restaurants and cafes, plus other fees for linen, treatments and additional time spent in the facilities are charged to the data carrier (card), which is issued at check-in. At the end of the visit, the information is read from the data carrier and the outstanding charges are paid at the check-out machine.
- 2.6 The guest must look after the data carrier (card) and not lose it. To this end, the card must be carried when entering the spa, it must not be left unattended and must not be given to unauthorised third parties. Any loss of the data carrier (card) must be immediately reported to reception.

- 2.7 If the card is lost, a sum of 50 EUR (plus the credit limit of 150 EUR if the data carrier cannot be disabled) will be charged. This amount does not exceed the level of damages that would be expected in normal circumstances. If the card is found, the amount charged will be refunded less the actual costs incurred. The guest is permitted to provide evidence that the RESORT MARK BRANDENBURG hasn't suffered any damages or has only suffered a significantly lower amount of damages than the flat rate. The RESORT MARK BRANDENBURG is permitted to provide evidence that greater damages have been incurred. Guests who are not prepared to pay the applicable fee should expect criminal prosecution. Reference is made to the criminal offence under Section 265a of the German Criminal Code.
- 2.8 If the guest stays longer than they are permitted, the RESORT MARK BRANDENBURG reserves the right to charge an additional fee according to the valid price list.
- 2.9 If the guest only has a massage, they must leave the treatment area as soon as the treatment has finished. Otherwise the basic spa rate (for a minimum of 4 hours) will be charged.
- 2.10 Change must be checked immediately; later complaints will not be accepted.

### **3 RESERVATION AND CANCELLATION OF TREATMENT AND MASSAGE APPOINTMENTS**

- 3.1 Guests must honour appointments made for treatments and massages.
- 3.2 The individual treatment times include rest periods.
- 3.3 Free cancellation is only possible up to 72 hours before the appointment time. In the case of a cancellation less than 72 hours before the appointment, the RESORT MARK BRANDENBURG will charge 90% of the total price in cancellation fees.
- 3.4 If the guest is late for their appointment, they are only entitled to the remaining duration of the appointment slot.
- 3.5 The operator cannot guarantee the stated effects of a treatment.
- 3.6 Guests are obligated to inform the member of staff about any possible impairments, such as high blood pressure, heart disease, allergies, pregnancy or a recent operation, prior to the start of the treatment.
- 3.7 Please see clause 4 for information on liability.

### **4 LIABILITY**

- 4.1 Guests use the facilities of the FONTANE THERME SPA at their own risk, without prejudice to the obligations of the FONTANE THERME SPA to keep the facilities in a safe condition.
- 4.2 The RESORT MARK BRANDENBURG is liable in accordance with the statutory provisions for damages resulting from injury to life, body or health.
- 4.3 The RESORT MARK BRANDENBURG is only liable for other damages in the event of intentional or grossly negligent breach of duty by its staff or a commissioned third party. In the event of a breach of typical contractual obligations, liability is limited to foreseeable, typical damage.



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- 4.4 In the event of improper use, culpable soiling or damage, the person responsible for the damage is liable. Intentional soiling is subject to a cleaning fee of 100 EUR.
- 4.5 Guests of the FONTANE THERME SPA are expressly advised not to take any valuables in the spa. The RESORT MARK BRANDENBURG does not provide any security or duty of care for any valuables brought onto the premises. The RESORT MARK BRANDENBURG is only liable for the loss of valuables, cash and clothing in accordance with the statutory provisions. This also applies in the event of damage caused by third parties. This also applies if the goods in question have been stored in a locker.
- 4.6 Any liability for discolouration, bleaching or damage to swimwear, jewellery, watches, any technology or similar is excluded. This may occur due to the nature of the water (concentrated saltwater) on objects that are sensitive to it. The use of the outdoor areas in and around the spa in winter weather is at guests' own risk. During winter weather, use of the gardens and outdoor areas may be restricted.

## **5 HOUSE RULES & BATHING RULES**

- 5.1 The House Rules and Bathing Rules (Spa Etiquette) form part of this contract alongside these General Terms & Conditions.

## **6 SPECIAL PROVISIONS**

- 6.1 The statutory limitation period of 3 years applies to all vouchers issued by the RESORT MARK BRANDENBURG. Vouchers lose their validity once this period has elapsed.
- 6.2 Vouchers are non-exchangeable and are not refunded if lost.
- 6.3 Vouchers and credit notes can generally not be exchanged for cash. It is not possible to use vouchers for specific services to pay for other services.
- 6.4 Purchased tickets and time credits cannot be returned or offset. Double discounts of any kind are generally excluded.

## **7 FINAL PROVISIONS**

- 7.1 Changes or additions to the contract or these General Terms & Conditions must be made in writing. Unilateral amendments and additions by the guest are not permitted.
- 7.2 Should any individual provisions within these General Terms & Conditions become or be void, the validity of the remaining provisions is not affected. Furthermore, legal provisions apply.



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