



HOUSE RULES AND RULES OF USE

TGW Turnleistungszentrum Linz

Operator: OÖ Fachverband für Turnen

1. General conditions

- 1.1. The OÖ Fachverband für Turnen (operator) allows users to utilise the TGW Turnleistungszentrum Linz for sporting purposes.
- 1.2. The TGW Turnleistungszentrum Linz is reserved for the daily training of the Upper-Austrian Artistics Gymnastics Squad.
- 1.3. Renting out to third-party users is only possible if an application is submitted in good time using the template foreseen for this purpose „Application for Use“. The details in the application form the basis of the contract and must, therefore, be given in full and truthfully. The agreement of use shall only be deemed concluded when the user has received a written confirmation of contract from OÖ Fachverband für Turnen.
- 1.4. The respective conditions of use are defined in the Agreement of Use and must be adhered to in a binding manner by both the operator and the user.
- 1.5. The rooms which are made available are provided to the user in proper form for the purpose foreseen in the contract.
- 1.6. Provided that no other agreements have been made in individual cases, the time of use includes the agreed period of use and the preparation and follow-up time (e. g. changing clothes and showering, the necessary time for tidying up and cleaning) and basically should not exceed 10 p.m..
- 1.7. The supervisory staff and operator's staff shall have the right at any time, to enter the facilities which have been made available. The user is obliged to follow the instructions of the appointee of the operator. The user must treat the rooms and facilities in an orderly and careful manner and when he has finished, he must leave these in a tidy state.
- 1.8. A Permit of Use is non-transferable. Any change from one user to another shall always require the written agreement of the operator.

2. Use of rooms and facilities

- 2.1. The TGW Turnleistungszentrum may only be used in the presence of a trainer, instructor or another named and responsible person. The use extends to the hall, the changing and shower rooms, the toilets and the gymnastic and sports equipment and if agreed, also to the seminar room, kitchen resp. sauna. The users of the sports centre may only



bring in respectively connect additional technical equipment and sports equipment with the operator's agreement.

- 2.2. The user receives keys from the operator to give access to and close the agreed facilities. The keys may not be handed over to third parties or unauthorized individuals. The user has to confirm by signing the taking over of the keys. A deposit of € 50.00 is to be paid for each key handed over. The deposit is returned to the user following the orderly return of the keys (personally to a person responsible from the operator or by putting the keys into the mailbox foreseen for this purpose).

3. General regulations

- 3.1. The user of the TGW Turnleistungszentrum is compelled to:

- to treat all facilities and devices with care and caution and to immediately notify the operator of any damage and defects (E-Mail: ooeft@aon.at, mobile phone: +43 (0)69910260166)
- always keep escape routes and emergency exits free
- always adhere to the times of use as agreed
- not enter the sports centre (with the exception of the entrance area to the changing rooms) with outdoor shoes. The sports hall may only be entered with sports or training shoes which are suitable for this purpose. Dirty sports shoes or shoes which leave scuff marks or are also used as outdoor shoes, may not be worn in the sports hall.

- 3.2. The following are not allowed in all rooms of the sports centre:

- smoking
- the consumption of alcohol
- the consumption of food
- the sale of goods and drinks
- the disposal of rubbish anywhere but in the buckets installed for this purpose
- bringing along animals

- 3.3. The hall and all of the premises used are to be left in a clean and orderly condition.

- 3.4. Sports equipment may only be used for the purpose intended. Before their use, they are to be checked that they are in an orderly condition. Faulty or damaged equipment may not be used and are to be immediately reported to the operator. Mobile equipment and devices are to be brought back to their intended locations after use. Movable devices may not be pushed or drawn across the entire surface of the floor. They must be carried or transported using the devices foreseen for this purpose.

- 3.5. Ball games of whatever kind are generally not allowed in the sports centre.

4. Supervision when using the TGW Turnleistungszentrum

- 4.1. The operator's trainers, instructors or other named and responsible persons (at least 18 years of age) are responsible for order in the sports centre and all the premises used during the entire period of use. They can give instructions to the users on the basis of the Rules of Use.
- 4.2. Moreover, they have to make sure that damaged gymnastics and sports equipment are not used to avoid accidents or injuries and that the operator is notified of any damage.
- 4.3. The changing rooms are to be kept closed at all times. No liability shall be assumed for any items belonging to the users which go missing (articles of clothing, valuables, money etc.).

5. Liability

- 5.1. The user(s) shall release the operator from all liability claims of their members and appointed agents, visitors and other third parties for damages which are connected to the use of the sports centre, equipment and entranceways to the facilities.
- 5.2. They renounce their liability claims against the operator and, in the case of their own recourse to these, they renounce compensation claims against the operator and his co-workers or appointed agents. They must prove to the operator that there is sufficient liability insurance which also covers indemnity claims.

6. User fee

- 6.1. For the use of the TGW Turnleistungszentrum the user has to pay a corresponding amount according to the *Scale of Charges*.

7. Withdrawal and Termination

- 7.1. Both the operator and the user can terminate the Agreement of Use subject to four weeks' notice. The same applies to changes to an existing contract.
- 7.2. If individual rental times within the framework of periodic agreements of use are cancelled before the planned use with notice of at least one week, then no remuneration for use will be charged.



7.3. The operator is authorised to withdraw from the Agreement of Use or to terminate this for an important reason without adherence to the period of notice if:

- a danger to general safety or damage to the operator's reputation is to be feared from this use
- despite warnings, the user repeatedly infringes his obligations from the Agreement of Use. The behaviour of persons and third parties acting on behalf of the user will be attributed to the latter.
- the user is in arrears, completely or partly, with the payment in due time of the remuneration for use despite reminder notice
- the user gives wrong or incomplete data
- the user repeatedly fails to provide requested reports or information; in particular when no proof is furnished of the actual use and size of the group

7.4. Terminations must be in writing.

7.5. If the operator makes use of his right of withdrawal or cancellation, the user shall have no right to claims for compensation.

Linz, March 2016