

House and Bathing Rules of BFF-Bielefelder Bäder und Freizeit GmbH

I Joint provisions for the pools

1. Purpose of the House and Bathing Rules

1. The House and Bathing Rules apply for the following facilities of BFF-Bielefelder Bäder und Freizeit GmbH (hereinafter referred to as BFF): Ishara Familienbad & Saunawelt, Sportbad & Sauna AquaWede, Familienbad & Sauna Heepen, SennestadtBad, Wiesenbad, Senner Waldbad, Freibad Jöllenbeck, Naturbad Brackwede, Freibad Dornberg, Freibad Gadderbaum, Freibad Hillegossen, Freibad Schröttinghausen.
2. The House and Bathing Rules serve to ensure safety, order and cleanliness in all areas of the BFF facilities listed under Section 1 para. 1.

2. Binding nature of the House and Bathing Rules

1. The House and Bathing Rules as well as all other regulations are binding for the guests (pool and sauna guests). The statutory provisions apply to inclusion in the contract concluded at the cash desk.
2. The personnel or other representatives of BFF exercise domiciliary rights. Instructions by the personnel or other representatives must be followed. Guests who violate the House and Bathing Rules may be required to leave the premises. In this case, the pool entrance fee will not be refunded. The pool user retains the right to demonstrate that the pool operator is not entitled to any remuneration in this case, or to only significantly lower remuneration than the full entrance fee. Moreover, a house ban may be issued by the company/operational management or its representatives.
3. Areas of the facilities thus marked and designated are under video surveillance for security reasons. The requirements of the Federal data Protection Act, in particular Section 4, are met. Stored data will be deleted immediately if it no longer required or if the protection-worthy interests of the data subject preclude further storage.
4. The House and Bathing Rules apply for the general operation of the pools and sauna. In the case of special events or use by certain groups of persons (e.g. school and club swimming), exceptions can be made without the House and Bathing Rules having to be suspended.
5. Political actions, events, demonstrations, the distribution of printed matter, the posting of posters or notices, the collection of signatures as well as the use of the BFF's facilities for commercial or other non-bathing purposes are only permitted with the permission of the operator.

3. Opening hours and prices

1. The opening hours and the applicable price list will be posted as a notice or can be viewed at the cash desk.
2. The pool area/sauna must be vacated 15 minutes before the end of the opening hours.
3. Special admission criteria and opening hours may be established for school and club swimming as well as for courses and events for certain groups.
4. There is no entitlement to a price reduction or refund in the event that use of individual services or individual parts of the facility is restricted or the pool is closed during ongoing operations.
5. Purchased tickets or other access passes will not be refunded.
6. The admission ticket or access pass received at the cash desk or the receipt issued when purchasing an access pass must be retained until leaving the pool.

4. Admission

1. In principle, every person is free to visit the BFF facilities listed under Section 1 para. 1. Restrictions may be imposed in certain cases.
2. Every guest must be in possession of a valid admission ticket or access pass for the respective area of use. Upon entering the area of use, the admission ticket or access pass may not be passed on to another person. Guests who have gained access without holding a valid ticket will be obligated to pay an increased fee according to the current price list.
3. The guest must store admission tickets or access passes as well as the following items provided by BFF:
 - a. locker or safety deposit keys
 - b. payment system data carriers
 - c. loaned itemsin such a way as to avoid loss. In particular, they must wear these on the body (e.g. armband), take them along when walking to the pool and not leave them unattended. In the event of non-compliance with these requirements, the pool guest will be deemed to have acted culpably in the event of a loss. In the event of a dispute, it is the responsibility of the pool guest to demonstrate compliance with the aforementioned proper safekeeping.
4. Children up to the age of 10 must be accompanied in the pool areas by a suitable person. Children aged 2 and over are permitted in the sauna areas. Children and youths under the age of 16 may only enter the sauna areas in the company of an adult. Further rules and age restrictions (e.g. for water slides, spa areas) are possible.
5. Persons who are not safely mobile without assistance may only use the pools together with a suitable accompanying person.
6. Entry is not permitted, for example, to persons who:
 - are under the influence of intoxicating substances,
 - bring animals with them,
 - suffer from a notifiable infectious disease (in the case of doubt, a medical certificate may be required) or have open wounds.

5. General rules of conduct

1. Guests must refrain from all behaviour that is contrary to good morals and to the maintenance of safety, peace and order.
2. The pool facilities, including borrowed items, must be handled with care. In the event of misuse or damage, the guest will be liable for the damage. A special cleaning fee can be charged for culpable soiling; the amount of this fee is determined on a case-by-case basis, depending on the amount of work involved.

3. The individual pool areas have different rules with regard to clothing.
4. Outdoor shoes may not be worn in the barefoot areas. Mobility aids such as wheelchairs or walking frames as well as wheeled suitcases must be cleaned by the guest or the person accompanying them before entering the barefoot area.
5. Guests are not allowed to use musical instruments, audio/video players or other media if this causes a nuisance.
6. Photographing or filming strangers or groups of strangers without their permission is not permitted. Photography and filming for commercial purposes and for the press requires the prior permission of the company/facility management.
7. Guests are required to shower before entering the pool. Shaving, cutting the nails, dyeing the hair, etc. is not permitted.
8. Every guest must be prepared for the risks typical of a bathing establishment by taking increased care.
9. Food and beverages may only be brought into the premises for personal consumption and may only be consumed in designated areas. Alcoholic beverages may not be brought into the premises. Food and beverages brought into the premises may not be consumed in the gastronomy service areas. The use of cannabis is not permitted.
10. Breakable containers (e.g. those made of glass or porcelain) may not be brought into the premises.
11. Smoking is permitted only in the designated areas. This also applies to electronic cigarettes.
12. Lost property must be handed over to staff and will be handled pursuant to the statutory provisions.
13. Changing-room lockers and/or safety deposit boxes are available for guests to use only for the valid duration of their ticket/pass. There is no entitlement to the use of these. After closing time, all lockers and safety deposit boxes will be opened and, if necessary, cleared. The contents will be treated as lost property.
14. Loungers and chairs may not be permanently occupied with towels, bags or other objects. Items placed on loungers and chairs will be cleared by the staff if necessary.

6. Liability

1. In principle, the operator is not liable for guests' losses. This does not apply to liability for breach of an essential contractual obligation and for liability for the guest's losses resulting from injury to life, body or health, as well as for damage suffered by the guest due to an intentional or grossly negligent breach of duty by the operator, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract in the first place and on whose compliance the guest may regularly rely.
2. In particular, but not exclusively, the operator's essential contractual obligation includes the use of the bathing facility, unless it is partially closed for compelling operational reasons, as well as participation in the events offered and included in the admission price. The limitation of liability pursuant to para. 1 sentences 1 and 2 also applies to vehicles parked on the parking spaces of the pool.
3. Guests are expressly advised not to bring any valuables into the pool. No duty of care or supervision is assumed on the part of the operator for any valuable brought into the premises. The operator 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 to the items by third parties.
4. The storage of money or valuables in a locker and/or a safety deposit box provided by the operator does not give rise to any obligations on the part of the operator with regard to the items brought into the premises. In particular, no obligation of safekeeping is established. It is the sole responsibility of the guest to properly close a locker and/or safety deposit box when using it, to check that the device is securely locked and to store the keys/data carriers carefully.
5. In the event of the culpable loss of items provided by BFF in accordance with Section 4 para. 3, lump sums will be charged. The exact amounts can be found in the applicable price list ("Other charges"). The guest is expressly entitled to demonstrate that no damage has been incurred or that the damage incurred is significantly less than the lump sum charged. The respective lump sum must be calculated in such a way that it does not exceed the average damage to be expected in the normal course of events. It must be determined taking the amounts of damage caused by past losses into account.
6. BFF declares its willingness to participate in alternative dispute resolution with consumers in accordance with the Consumer Dispute Resolution Act (VSBG). Consumer complaints should be sent to: BFF-Bielefelder Bäder und Freizeit GmbH, Europa Platz 1, 33613 Bielefeld, Telephone: 05 21 / 51-14 00, Fax: 05 21 / 51-14 07, Email: info@bielefelderbaeder.de. The contact details for the competent consumer arbitration board are: Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl, www.universalschlichtungsstelle.de, mail@universalschlichtungsstelle.de.

II Provisions for bathing in the pool

7. Rules of conduct in the swimming pool

1. The guest is responsible for locking the locker/safety deposit box and looking after the key/data carrier.
2. Use of the wet areas of the pools is permitted only in standard swimwear without pockets.
3. Jumping into the water from the sides of the pool or pushing or throwing others in is prohibited.
4. The water attractions provided require caution and consideration for other guests.
5. Using diving facilities or water slides carries risks beyond those typical of the bathing facilities and the guest must take this into consideration in their behaviour. These facilities must only be used after approval by staff.
6. When diving, it must be ensured that only one person at a time is on the diving board and that the diving area is clear of swimmers. After diving, the diving area must be vacated immediately.
7. Swimmers are not allowed in the diving area when the diving facility is in operation.

8. Water slides may only be used in accordance with the signs posted. The safety distance between users must be maintained when sliding and the landing area must be vacated immediately.
9. The use of water toys and water sports equipment (such as fins, aqualungs, snorkels) and of buoyancy devices is only permitted with prior agreement of the supervisory staff. The use of eye protection goggles (swimming goggles) is at your own risk.

III Provisions for the sauna

8. Purpose and use of the sauna facility

1. The sauna facility serves to promote the health and relaxation of the guest. The German Sauna Association (Sauna-Bund e.V.) has issued recommendations for this.
2. The sauna facility is a textile-free area. Special rules may apply in certain areas (e.g. relaxation rooms, gastronomy).
3. Sexual acts and displays are prohibited.

9. Behaviour in the sauna

1. The sweat rooms may only be used unclothed.
2. Loungers may only be used with a bathrobe or a dry, body-length towel.
3. Guests may enter the gastronomy facilities only when wearing a bathrobe or wrapped in a dry towel.
4. Sauna and warm-air rooms with wooden benches are only to be used with a sufficiently large, body-sized towel. The wooden furnishings must not be contaminated by sweat.
5. In steam and warm-air rooms with ceramic or plastic furnishings, seat cloths/towels should be used for hygienic reasons. The seats should be cleaned with the water hoses provided.
6. Items must not be placed on the technical installations (e.g. radiators, lighting fixtures, sauna heaters including their protective grilles and sensors).
7. Only a towel for sitting/lying on should be taken into the sweat rooms.
8. Bathing shoes may not be worn in sauna and warm-air rooms.
9. For reasons of mutual consideration, loud conversations, sweat scraping, brushing, scratching are not allowed in sweat rooms. Skin rubs/peels with self-brought products such as salt, honey, etc. are not permitted.
10. Guests are required to shower before using the sweat rooms, the cold-water plunge pool or other pools.
11. Guests must behave considerately and quietly in the relaxation areas. In quiet/silent relaxation rooms, guests must avoid all noise.
12. Telephoning, photography and filming are prohibited in the sauna facility. Electronic media that can be used for photography and/or filming (e.g. smartphone, tablet, e-book reader, etc.) may only be taken into and used in designated areas.

10. Special notes

1. Persons with health problems should clarify whether they would be subject to any particular risks when using the sauna.
2. Traditionally, sauna and other sweat rooms have special conditions, such as higher ambient temperatures, dim lighting, step benches and different heat sources. These require the guest to exercise particular care.
3. Sauna infusions may be carried out only by staff.

IV Reference to the General Terms and Conditions of Business

11. General Terms and Conditions of Business (GTC)

The General Terms and Conditions of Business (GTC) of BFF-Bielefelder Bäder und Freizeit GmbH apply as amended. To the sale of admission tickets, vouchers and other sales items.

Version: September 2023

Signed: Jürgen Athmer (Managing