

MOUNTAIN HUB SPA MEMBERSHIP

MEMBERSHIP CONTRACT BETWEEN

Surname, first name:	
Postcode/city:	
	Gym 30€
	Basic 50€
	Premium 60€

("Member" in the following) and

Allresto Flughafen München Hotel und Gaststätten GmbH c/o Hilton Munich Airport, Terminalstrasse Mitte 20, 85356 Munich

(referred to in the following as "Hilton Munich Airport")



1. Preamble

The Hilton Munich Airport offers selected guests a strictly limited membership of the Mountain Hub SPA. In addition to using the facilities of the Mountain Hub SPA, members enjoy a variety of benefits, which are described in detail under point 2.

2. The service description

The following services are included in the Mountain Hub SPA membership. All services apply from the start of the contract.

GYM

• Use of the Mountain Hub SPA fitness area

BASIC

• Use of the Mountain Hub SPA area

this includes: Pool, whirlpool, sauna, steam bath and fitness area

· Water, tea and fruit during your SPA stay

PREMIUM

• Use of the Mountain Hub SPA area

this includes: Pool, whirlpool, sauna, steam bath and fitness area

- 15% discount on SPA treatments
- 20% discount on food and drinks
- 1 bathrobe, 1 towel, 1 protein shake during your SPA stay
- · Water, tea and fruit during your SPA stay

If services are not used or only partially used by the customer, there is no entitlement to a refund of the membership fee.

3. Contract term	
The membership contract begins on	 and has an annual term.
Membership number	



4. Termination

4.1.

The membership contract ends upon written notice of termination. With a notice period of 4 weeks before the end of the term. If this is not done, the contract is extended for a further 12 months.

4.2.

The right to terminate the contract without notice for good cause remains unaffected for both contracting parties. Good cause entitling to termination without notice exists in particular if the membership card is passed on to third parties, if the Mountain Hub SPA rules are repeatedly violated or for other important reasons.

4.3.

Notice of termination must be given in text form.

5. Membership fee

• GYM

The membership fee for the Mountain Hub SPA fitness area is EUR 30.00 and will be paid at the beginning of each month by direct debit (see attachment). Alternatively, the membership fee can also be paid by bank transfer, credit card or EC card as a one-off payment.

BASIC

The Mountain Hub SPA membership fee is EUR 50.00 and is paid at the beginning of each month by direct debit (see attachment). Alternatively, the membership fee can also be paid by bank transfer, credit card or EC card as a one-off payment.

• PREMIUM

The Mountain Hub SPA membership fee is EUR 60.00 and is paid at the beginning of each month by direct debit (see attachment). Alternatively, the membership fee can also be paid by bank transfer, credit card or EC card as a one-off payment.

A one-off admission fee of EUR 10.00 is due with the first monthly membership fee.

If the member is in arrears with the payment of all or part of 2 monthly fees, we reserve the right to terminate the contract in writing without notice. Access to the SPA is not permitted until full payment has been made.



6. Opening hours

The Mountain Hub SPA has the following opening hours:

Monday to Friday 07:00 to 22:00

Weekends and public holidays 08:00 am to 10:00 pm

Children's hours under 12 years: Monday to Sunday 08:00 to 11:00 & 14:00 to 17:00

The Hilton Munich Airport reserves the right to change the opening hours of the Mountain Hub SPA at short notice. This includes in particular closures, partial closures due to repairs or maintenance work.

7. Obligations of the member

7.1.

The minimum age for Mountain Hub SPA membership is 18 years.

7.2.

The customer is obliged to follow the house rules of the Mountain Hub SPA. These are displayed in the Mountain Hub SPA and are attached to this membership contract as Annex 2. The Hilton Munich Airport is entitled to change the rules of conduct at any time if this is reasonable for the customer for good cause, in particular to ensure the health and safety of customers.

7.3

The membership card must always be carried and presented without being asked. If the membership card is lost, €10 will be charged for a new card. The membership card must be returned to the Mountain Hub SPA at the end of the contract.

7.4

Changes to the contract data, e.g. in the event of a change of bank or place of residence, must be reported to the Mountain Hub SPA immediately.



8. Liability

The Hilton Munich Airport excludes all liability for damages suffered by the customer. Excluded from this is liability for damages resulting from injury to life, body or health, which are based on a negligent breach of duty by Hilton Munich Airport or an intentional or negligent breach of duty by a legal representative or vicarious agent of Hilton Munich Airport. The same applies to other damages resulting from a grossly negligent breach of duty by Hilton Munich Airport or a willful or grossly negligent breach of duty by a legal representative or vicarious agent of Hilton Munich Airport. In the event of a simple or slightly negligent breach of material contractual obligations, liability shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract. An essential contractual obligation exists in the case of obligations whose fulfillment makes the proper execution of the contract possible in the first place (e.g. the provision of the SPA rooms) or on whose compliance the contractual partner has relied or was entitled to rely.

9. Other

9.1.

The rights and obligations of the contracting parties are set out in this contract, including its attachments. No additional agreements exist. Amendments or additions to this contract must be made in writing to be effective. This applies equally to the above written form clause.

9.2.

Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions of the contract. Ineffective provisions shall be replaced by such provisions that come closest to the economically intended purpose in a legally permissible manner.



9.3.
This contract is subject to the law of the Federal Republic of Germany.
9.4.
The exclusive place of jurisdiction is Munich.
Place, Date, Signature
Hilton Munich Airport
Place, Date, Signature

Attachment Mountain Hub SPA House Rules

Member

Attachment Direct Debit Authorization Mountain Hub SPA



Mountain Hub SPA safety instructions and house rules

- 1. The Mountain Hub SPA is a zone of peace and relaxation. Please pay attention to the volume.
- Children under the age of 12 may only be in the SPA under adult supervision.
 Children under the age of 12 may only use the area during children's hours.
- 3. Valuables can be deposited in the locker for safekeeping.
- 4. Special care must be taken in the SPA area: do not run, do not jump into the swimming pool or whirlpool.
- 5. The SPA staff has the right to ask people who disturb the peace or inconvenience guests in any other way to leave the SPA area.
- 6. The SPA area and the fitness studio may not be entered with street shoes
- 7. In the interest of health and hygiene, we ask you to shower before using the sauna and pool area
- 8. We ask you to wear swimwear in the pool area. The sauna area can be entered without clothing.
- For hygienic reasons, a towel must be placed under the sauna at all times.
 The use of the sauna with wet swimwear is prohibited.
- 10. There are alarm buttons in the dry sauna and the steam bath. Please press this button, if you feel unwell in the sauna.
- 11. If you have diabetes, heart disease, high/low blood pressure or are pregnant, seek medical advice on which areas you may use before using the Mountain Hub SPA.
- 12. We ask you to wear appropriate sportswear and sturdy shoes in the fitness room.
 Training with a bare upper body is not permitted for reasons of hygiene.
- 13. Any defects that could affect the operation of the Mountain Hub SPA must be reported to the SPA staff.
- 14. For your own safety and the safety of other guests, the above rules must be observed.
 In the event of non-compliance with these rules, the SPA staff may ask the guest to leave the SPA area.
- 15. Smoking is not permitted in the Mountain Hub SPA.
- 16. Bringing and using alcoholic or intoxicating drinks, narcotics or other mood-altering substances is not permitted.
- 17. Bringing your own food and drink and consuming it in the Mountain Hub SPA is not permitted. Please understand this and make use of our pool bar.
- 18. Please respect the privacy of our guests and refrain from taking photographs or filming.



DIRECT DEBIT AUTHORIZATION

I hereby authorize the Hilton Munich Airport Hotel, Terminalstrasse Mitte 20, 85356 München, until further notice from my account

Account holder:	
BIC: IBAN:	
Financial institution:	
to collect the following membership fees:	
Admission fee in €	
Monthly fee in €	
Place, Date:	Signature Account Holder: