

General Terms and Conditions BATA CARD

Note: This is an automatic translation of the German original. In cases of doubt, the German version applies.

1. Contracting Parties

Contracting parties are: BATA Baumann & Heydeck GbR, Heidestraße 50, 10557 Berlin (hereinafter referred to as BATA) and the member entered in the application for membership. A contractual relationship is established if BATA does not refuse acceptance of the application in writing to the member within two weeks of the application. If a BATA CARD has been issued to the applying member during this period, this does not constitute a legal claim to the conclusion of a contract in the event that the member's application is rejected. In this case, fees or charges paid by the member will be refunded by BATA after the BATA CARD has been returned.

2 Subject Matter of the Contract

The BATA CARD does not exist in physical form for the time being and is used for the legitimation of the holder towards the staff of the BATA. As far as the holder of a BATA CARD is not personally known to the staff, he/she has to identify himself/herself as a BATA CARD holder without being asked, mentioning his/her name, in order to receive the services stipulated in the contract. The BATA CARD is only available online on the BATA website at www.batabar.com.

3. Contract Period & Period of Notice

The validity of the BATA CARD is one month from the date of application in case of monthly payment or six months in case of semi-annual payment and will be automatically renewed for the same period, unless it is cancelled in writing by one of the contracting parties 10 days prior to the expiry of the paid period.

4. Contribution & Method of Payment

The monthly fee for the BATA CARD 50 is 50,- € in case of monthly payment and has to be paid in advance. In case of semi-annual payment the monthly fee is 40,- €.

The monthly fee for the BATA CARD 100 is 150,- € with monthly payment and has to be paid

in advance. In case of semi-annual payment the monthly fee is 120,- €.

All prices include 19 % value added tax.

5. benefits & obligations

BATA CARD holders receive a discount on the billiard table rental during opening hours. BATA CARD 50 holders receive a 50% discount on table rental. Holders of BATA CARD 100 receive 100% discount on the table rental.

The discount granted is per table, not per player. If a BATA CARD holder plays at a table with players without a BATA CARD, the full discount on the table rental will still be granted. The BATA CARD holder must be present for the entire rental period. Only one table with the corresponding discount can be rented at the same time with a single BATA CARD.

Holders of a BATA CARD have the same rights as guests without a BATA CARD.

The BATA CARD is not transferable.

BATA CARD holders accept the house rules of BATA in the current version.