

Baths and Bathing Regulations

1 Purpose of the Baths and Bathing Regulations

(1) The Baths and Bathing Regulations serve to maintain safety, order and cleanliness in the baths of BäderBetriebe Frankfurt GmbH (BBF), including the entrance area and outside facilities.

2 Applicability of the Baths and Bathing Regulations

(1) Observance of the baths and bathing regulations as well as of any other regulations is compulsory for all users. Special regulations of use may apply to open-air swimming pools and other bathing complex facilities (sauna, fitness facilities, etc.). Inclusion in the contract entered into at the cash desk is governed by the statutory regulations. The parking facilities are governed by the StVO regulations (Federal Road Traffic Law) and by the relevant signage. Vehicles and bicycles are to be parked in the designated areas in front of the bathing complex.

(2) The bathing complex personnel or other authorised bathing complex representatives have authority throughout the complex. The instructions of the bathing complex personnel or other authorised bathing complex representatives must be followed. Users who do not comply with the baths and bathing regulations may be excluded from the complex. In such cases the admission price will not be refunded.

The user of the bath expressly reserves the right to prove that in this case the BBF is entitled to no remuneration or a significantly lower remuneration than the full entrance fee.

The management/facility management or their authorised representatives may also impose a ban on entering the premises.

(3) For security reasons, the marked and designated areas of the facilities are monitored by video cameras. The provisions of the Bundesdatenschutzgesetzes (Federal Data Protection Act), in particular Section 4, are complied with. Stored data will be deleted immediately if they are no longer required or if the legitimate interests of the data subjects are not compatible with further storage.

(4) The baths and bathing regulations apply to the general use of the facilities. Exceptions may be made for special events or use by certain groups of persons (e.g. school or club swimming) without the need to waive the baths and bathing regulations. During club or association events the club or the event leader is furthermore co-responsible for the compliance with the baths and bathing regulations.

(5) Political activities, events, demonstrations, the distribution of printed matter, the affixing of posters or notices, collection of lists of signatures and the use of the bathing complex for commercial or other non-standard bathing purposes are subject to the approval of the BBF.

(6) The legal relationship between visitors to the bathing complex and the BBF is based solely on private law.

(7) Private swimming instructors are not permitted to teach in a commercial capacity.

3 Opening Hours, Prices

(1) The opening hours and the current price list are displayed on the notice board and on the website, or can be viewed at the cash desk.

(2) No further admission tickets will be issued from one hour prior to the facility closing time. Pools and saunas close 20 minutes before closing time.

(3) BBF reserves the right to restrict the use of the bathing complex or parts thereof. In extreme weather events (e.g. thunderstorms), bathers must vacate the open-air pools and outdoor areas. Under such circumstances the visitor has no right to a price refund or reduction of the admission price.

(4) Day tickets are only valid once on the date of redemption and only in the bathing complex for which they have been redeemed. Fitness cards are valid for five years from the date of redemption. Discount cards and prepayment cards are valid for ten years. If lost, these cards can be re-issued in return for a fee and upon presentation of the sales receipt. Tickets/cards cannot be exchanged or refunded.

(5) The bathing time is governed by the tariff of the admission ticket. If the bathing time is exceeded, the visitor is required to pay a surcharge.

4 Admission

(1) The bathing complex is principally accessible to everyone. Certain cases may be subject to restrictions.

(2) Each visitor must be in possession of a valid admission ticket or admission authorisation for the use of relevant facilities. BBF can impose an increased charge of at least the full day rate on those users who are not in possession of a valid admission ticket. On entering the facility, it is forbidden to pass the admission ticket or admission authorisation on to third parties. Valid admission tickets must be retained until the time of the holder's departure from the bathing complex.

(3) Users must keep the admission tickets or admission authorisations as well as the items hired from BBF in such a way that they will not be lost. In particular they must wear them on the body, e.g. bracelet, take them along when walking around the bathing complex and not leave them unattended. Any loss due to non-observance of these requirements is considered to be the fault of the bathing complex visitor. In the event of a dispute, the burden of proof of compliance with the above-mentioned proper safekeeping shall rest with the bathing complex visitor.

(4) Children under 7 years of age will only be admitted if accompanied by a suitable accompanying person of at least 16 years of age. The child is the responsibility of the accompanying person for the full duration of the visit. More extensive regulations and age restrictions may apply (e.g. sauna facilities, wellness areas and flumes).

(5) Persons who cannot ambulate safely without additional help, will only be admitted to the bathing complex together with an accompanying person.

(6) Admission is not granted to persons:

- under the influence of intoxicating substances,
- accompanied by animals (except blind persons with guide dogs)
- suffering from a reportable contagious illness (in cases of doubt, visitors may be required to produce a doctor's note) or who have open wounds.

5 Rules of Conduct

(1) Users must refrain from all activities that run counter to the principles of general decency and to the maintenance of safety, calm and order. In particular, sexual harassment, including suggestive gestures, remarks and violations of personal space, is forbidden.

(2) The bathing facilities, including the hired items, must be treated with due care. Users will be held liable for any damage caused by misuse or damage. For intentional soiling exceeding the intended use, a special cleaning charge may be levied which will be determined according to the costs arising in the individual case.

(3) The different bathing areas are governed by the applicable bathing attire rules. Normal bathing attire must be worn in the wet areas of the bathing complexes (swimming halls, open air pools). The decision regarding the suitability of swimwear rests with the personnel. Babies and young children are required to wear special swimming nappies.

(4) Users are not permitted to enter the barefoot areas in outdoor shoes. Any aids brought onto the premises such as wheelchairs or walker frames, as well as trolley cases must be cleaned by the user or the person accompanying them before entering the barefoot area.

(5) Users are not permitted to use musical instruments, sound or video reproduction devices or other media if this causes annoyance to other users.

(6) Photography or filming of strangers and groups without their consent is not permitted. Persons wishing to take photographs and record video footage for commercial or press purposes must obtain permission from the management/facility management.

(7) Visitors must wash thoroughly before using the pools. Personal hygiene in addition to this (shaving, nail cutting, hair dyeing, etc.) is not permitted for hygienic reasons.

(8) Users should be prepared to exercise increased care due to the risks which are typical when using bathing facilities.

(9) The use of sport and game equipment (e.g., flippers, diving apparatus, snorkel equipment) and flotation aids requires the prior permission of the personnel on duty. The use of eye protection (swimming goggles) is at your own risk.

(10) Food and beverages may only be brought for personal consumption and may only be consumed in the designated areas. Bringing alcoholic beverages onto the premises is forbidden. Consumption of your own food or beverages is not permitted in the restaurant and café areas.

(11) Fragile containers (e.g. containers made of glass or porcelain) are not permitted.

(12) Smoking is permitted only in the designated areas. This applies also to e-cigarettes. Hookahs are forbidden.

(13) Items of lost property should be handed in to the bathing complex personnel and are governed by the statutory regulations.

(14) Users have responsibility for locking the clothing lockers and valuables lockers and keeping the key/data medium safe. Clothing lockers and/or valuables lockers are only available to the user during the valid admission authorisation. There is no entitlement to use. Clothing lockers and valuables lockers that are still locked after closing time will be opened and the contents treated as items of lost property.

(15) Loungers and chairs must not be occupied permanently by

placing towels, bags or other items on them. Any items placed on loungers and chairs will be removed by the staff of the bathing complex if necessary.

(16) Jumping in from the side and the pushing or throwing of persons into a pool is forbidden.

(17) The use of any water attractions requires thoughtfulness and consideration for other users.

(18) The use of diving board facilities and flumes exceeds the risks typical of bathing facilities. Users must adjust their behaviour to this. These facilities may only be used when they have been opened by the personnel.

(19) Flumes must only be used in accordance with the signs, and the safety spacing between users must be observed. The flume exit zone must be vacated without delay. Sliding is undertaken at the users' own risk.

(20) The use of a changing cubicle by more than one person is not permitted with the exception of the communal and family changing areas and persons who cannot ambulate safely or dress and undress without assistance.

(21) Swimmer pools and diving pools must only be used by accomplished swimmers. Non-swimmers must use the non-swimmer pools, and very young children the paddling pools.

(22) Ball games may only be played in the designated areas. Physical games and sports – even without balls or equipment – may only be played in the designated zones.

(23) Feeding animals (e.g. geese) is forbidden.

6 Liability

(1) BBF is principally not liable for any losses suffered by users. This does not apply to liability for infringement of an essential contractual obligation and liability for a loss by the user resulting from the injury to life, body or health and to a loss suffered by the user caused intentionally or through gross negligence by BBF, its legal representatives or agents. Essential contractual obligations are those the fulfilment of which is an essential requirement for the proper performance of the contract and in whose fulfilment the customer may normally trust.

(2) Essential contractual obligations of the BBF include, in particular but not exclusively, use of the bathing complex facilities unless they are partially barred for urgent operational reasons, as well as participation in the events offered and included in the admission price. The limitation of liability pursuant to Section 1 (1) and (2) also applies to vehicles parked in the bathing complex car park.

(3) Users are expressly advised not to take valuables into the bathing complex. The BBF will not assume charge or duty of care for any such valuables. The BBF assumes liability for the loss of valuables, cash and clothes only according to the statutory regulations. This also includes damage to objects by third parties.

(4) Leaving money or valuables in the clothing and/or valuables lockers provided by the BBF does not create an obligation on the part of the BBF for these items. In particular, there is no obligation of safekeeping. When using the clothing and/or valuables lockers, it is the sole responsibility of the user to lock them properly, check that the device is securely locked and carefully store the keys/data medium.

(5) In the case of negligent loss of keys (clothing/valuables locker keys and transponders) or hired items (e.g. bathrobes or towels), a lump sum payment will be due which shall not exceed the losses that can be expected in the normal course of events. This does not apply if the loss was not the responsibility of the user. The user is expressly permitted to provide evidence that no loss or damage has been caused at all, or that the damage claimed is much lower than the lump sum. The specific amounts are specified in a separate price list.

(6) The BäderBetriebe Frankfurt GmbH is not willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

BäderBetriebe Frankfurt GmbH - The Management
 Frankfurt am Main, August 2020

Gender note: For ease of reading only, the simultaneous use of masculine and feminine language forms is avoided. All references to persons apply to all genders.