

General Terms and Conditions

of the

SKY LOUNGE - Massage & Wellness Day Spa,

c/o SKY Immobilien Center e.K.

hereinafter

SKY LOUNGE

1. Scope of application:

In the scope of a massage treatment in the SKY LOUNGE the following general terms and conditions (AGB) in its current version apply.

2. Conclusion of the Agreement

2.1 The contract is deemed closed as soon as a service has been commissioned or confirmed and, in case that a confirmation is not possible due to time constraints, has been made available. Written form is not required.

3. Services, price, payments

The massages offered are Wellness treatments and solely serve relaxation and vitalization purposes and health prevention. They are neither a medical treatment nor a cure and therefore are not paid or subsidized by health insurances. SKY LOUNGE expressly points out that the treatments and services exclude any sexual activity.

3.1 Any contractual services derive from the current SKY LOUNGE price list and/or the booking confirmation. The respective current price list applies. Any former price list expires when a new price list is published.

3.2 All prices include 19% VAT.

3.3 Nonutilized ordered and paid service will not be refunded.

3.4 A surcharge of 20% applies for any massages outside of the SKY LOUNGE. A minimum massage time of 60 minutes applies.

3.5 Gift certificates will be issued at the name of the receiver. No cash refunds of the respective gift value will be made and the gift certificate cannot be exchanged. However, the gift certificate can be transferred to another person upon request.

4. Cancellation of bookings

4.1 Appointment must be cancelled well in advance when not utilized. No cancellation fee applies for cancellations up to three hours before the actual appointment. Cancellation must be effected via telephone or fax 3 hours prior to the appointment.

4.2 The following cancellation fees apply if the client cancels the appointment: no fee applies up to 3 hours prior to the appointment; 3 hours or less prior to the appointment, 50% of the agreed service charge.

5. Liability

5.1 The SKY LOUNGE cannot accept any liabilities if services cannot be rendered as a result of an act of God or technical defects.

5.2 The SKY LOUNGE is liable for the correct description of its services, prices and the orderly rendering of such services.

5.3 The SKY LOUNGE is not liable for any skin or body irritations as a result of cosmetics/treatments or any allergies not known to the client or not communicated to the SKY LOUNGE or any other condition where such treatment would have been inappropriate.

5.4 No liability is accepted in case of any consequential damages resulting from the client having failed to disclose any illness, allergies or other reasons that might have been a reason not to administer such treatment. The same applies to any damages as a result of conditions that were not known to the client himself/herself and which were not obvious for the person rendering the service in the SKY LOUNGE.

5.5 Full-Body massages are not appropriate if the client suffers from any acute illness, especially cardiovascular diseases, vascular diseases, infections, fever, and inflammations, abscesses, haemophilia, arteriosclerosis, dermatitis or open wounds.

Therapies involving blood-thinning medicine, tumours, and a propensity to thrombosis are another reason to exclude the above-mentioned massages.

5.6 In addition, full-body massages are excluded if any prior motoric damages exist.

5.7 Foot reflex massages are excluded in case of fever and inflammations, a propensity to thrombosis, open wounds, eczema and transferable skin diseases.

5.8 For all massages – especially those with aroma essences – it lies in the responsibility of the client to disclose any existing allergy in order to exclude any allergic reaction.

5.9 SKY LOUNGE does not belong to Le-Be Hotelgesellschaft am Flughafen Frankfurt/Main mbH (Sheraton Frankfurt Hotel & Towers, Conference Center) or Starwood Hotels & Resorts Worldwide, Inc.. It is, rather, an autonomous enterprise. I herewith release from liability Le-Be Hotelgesellschaft am Flughafen Frankfurt/Main mbH, its subsidiaries and Starwood Hotels & Resorts Worldwide, Inc., its parent company, branch offices, subsidiaries, its executive staff and the other staff involved from any liability and indemnify these parties from any and all claims and exclude them entirely from liability for any losses, violations and damage I incur through any actions or activities of SKY LOUNGE.

I have read this waiver of liability and indemnification declaration and understand its conditions. I understand that I am herewith giving up rights. I confirm that I am issuing this declaration on a voluntary basis and that by signing this declaration I render it into a complete, unconditional declaration of waiver to the maximum amount allowed by law.

6. Place of Jurisdiction

6.1 Any disputes arising hereunder will be settled before a competent court at the place of residence of the service provider.

7. Salvatorian Clause

7.1 Should parts or individual wordings of these AGBs not or not anymore correspond to valid law this shall not affect any other provision of the present AGBs in terms of content or validity.