

General Terms & Conditions

I. Scope of application

1. These General Terms and Conditions of Contract of the company GYYM Health & Fitness AG Basel (hereinafter 'GYM') apply to all legal relationships in connection with the operation of the fitness centre in Stücki Park in Basel and bookings via the web shop.

By purchasing a service or product via the web shop, the customer accepts these GTC and the house rules. Any provisions of a contractual partner that contradict or deviate from these GTC are hereby expressly rejected.

II. Conclusion of contract and membership

2. Membership is possible from the age of 16. Between the age of 16 and the age of majority, the consent of the legal representative to membership must be presented upon conclusion of the contract. Exceptions to this age limit in the context of special offers for children are reserved.

3. Membership is personal and non-transferable. If this obligation is disregarded, the member will be warned. In the event of repeated disregard, GYYM has an extraordinary right of cancellation with a notice period of 30 calendar days.

4. To conclude a contract, the member is obliged to provide the address and contact details required by GYYM truthfully.

A copy of the member's ID will be stored in the GYYM database. Changes to contract-relevant data (e.g. name, address, email address, telephone number) must be communicated to GYYM immediately. Costs incurred as a result of failure to fulfil this obligation are to be borne by the member.

5. At the start of membership, the member will be issued with a member ID in the form of a wristband for a deposit of CHF 75. The wristband allows independent check-in and check-out at the GYYM and serves as authorisation to enter. The wristband remains the property of GYYM. In connection with the creation of the member ID, a photo is taken of each member, which is used exclusively for visual control.

6. The wristband can be used for cashless payment of treatments, drinks and food in the GYYM. Credit can be topped up for cashless payment. Purchased items or services must be paid for before leaving the GYYM.

7. Lost wristbands will be replaced against payment of a processing fee of CHF 20.00. Any loss must be reported immediately. Credits on the member ID will be refunded at the member's request for up to one year after the end of the contract. After that, the credit balance and the deposit will expire. The data collected with the member ID through visits and utilisation of various services in the GYYM are available to the member for billing with the health insurance company and will be deleted after termination of the contract.

8. Membership entitles the member to visit and use the facilities of the GYYM fitness centre during regular opening hours (see the GYYM website, subject to adjusted opening hours on public holidays and due to operationally necessary work). The training time ends daily 20 minutes before the end of the opening hours.

9. The membership fee includes the use of all cardio and strength equipment as well as the courses offered in accordance with the current course schedules. The fitness instructors are available to answer members' questions.

All other services offered at the GYYM, such as massages, solarium, cryosauna, food, drinks, etc., are not included in the membership fee and are charged separately.

10. Every member who has concluded a contract with a minimum term of 12 months is entitled to 6 individual training sessions per term.

11. The member is obliged to comply with the house rules (including hygiene regulations) in their current version and to follow the instructions of the GYYM staff.

12. In the event of violations of the house rules and/or non-compliance with instructions given by the staff, the GYYM is entitled to terminate the contract with immediate effect and to confiscate the member ID or declare it invalid.

In the event of serious disruption (e.g. serious violation of instructions given, inappropriate behaviour, sexual harassment, vandalism on the premises of the GYYM or during training or courses), the member will be banned from the premises. In the event of extraordinary cancellation due to violation of the house rules, there is no entitlement to the repayment of fees already paid or other claims.

13. The GYYM reserves the right to make changes to the course schedule for the fitness courses offered at short notice and/or to adjust the opening hours of the fitness centre to changed circumstances. This does not give rise to any further rights/compensation claims for the member.

14. In the event of operationally necessary closures or restrictions of the facility, changes to the offer and/or opening hours, the member has no right to a refund, reduction or reimbursement of the amount already paid, to a free extension of the subscription or other contract adjustments.

15. The member acknowledges that the training area of the GYYM is under video surveillance for safety reasons.

III. Payment modalities

16. The membership fee is payable monthly or annually upon conclusion or renewal of the subscription contract.

17. In the case of monthly or annual payment of the subscription fees, the first monthly instalment or the annual instalment is due 15 calendar days after conclusion of the contract. This also applies to contract renewals.

18. Transaction fees for payments via post office counter may be charged to the member.

19. In the event of non-utilisation of the GYYM's training services, the member is not entitled to a refund or reduction of the subscription price.

IV. Contract term and cancellation

20. The contract term is based on the subscriptions offered.

The contract comes into force upon conclusion by the member.

- The subscriptions 'GYM 12', 'GYM Premium 12', 'GYM 12 S', and 'GYM Premium 12 S' have a term of 12 months. The cancellation period is 1 month. These subscriptions are automatically renewed for the same term under the conditions that apply at the time of the contract renewal if GYM has not received proof of written cancellation (by registered letter or email) at least 30 calendar days before the expiry or renewal date.
- The short-term subscriptions 'GYM One', 'GYM Three' and 'GYM Six' are payable once. There is no cancellation period. The short-term subscriptions end automatically after expiry. Cancellation of short-term subscriptions is excluded.
- The 10 Single Entry Bundle for individual training sessions is valid for one year from the date of contract conclusion. After expiry of the validity period, there is no entitlement to a refund of the remaining value or to the realisation of the training sessions.

21. If a membership is concluded or extended, this is done in accordance with the conditions set out in the GTC/house rules applicable at the time the contract is concluded and any other contractual components. Proof of a discount on the contract must be submitted annually.

22. In the event of a change of residence of more than 30km from the GYYM location, the member concerned has a special right of cancellation. In order for this right of cancellation to be validly exercised, the member must provide written confirmation of their new main place of residence within 30 calendar days of registration. If this extraordinary right of cancellation has been validly exercised, there is a 30-day cancellation period.

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V. Liability and service disruptions

23. The member is liable for any damage and/or soiling of the premises and training equipment caused by him/her as well as for the loss of loaned items and must reimburse the GYIM in full for the corresponding repair and/or replacement costs.

24. The use of the training facilities and training equipment as well as participation in the group courses, applications and events of GYIM is at the customer's own risk and peril.

25. GYIM provides the member with lockers during the training period. If the lockers are used outside of the member's training time, GYIM is authorised to open and remove locked lockers at the member's expense (CHF 10.00).

26. GYIM excludes any liability to the extent permitted by law for direct/indirect damage. In particular, any liability for valuables, money, (sports) clothing and access bracelets deposited in the locker is excluded. The member or external guests are responsible for having adequate insurance.

27. The member must adapt their training to their personal fitness level. GYIM recommends having the member's fitness to train checked by a doctor before the start of membership. In any case, the instructions of the staff must be followed.

28. If members bring their children with them, they are responsible for ensuring that they remain in the area designated for children ('GYMMIES' area) at all times or are accompanied by an adult outside this area. GYIM accepts no liability in this regard.

29. In the event of any interruption/closure of operations due to circumstances beyond GYM's control or force majeure (e.g. fire, floods, earthquakes, epidemics, pandemics, government restrictions, strikes) and/or adaptation/enforcement of existing/new legal regulations or other actions by government authorities that have lasted longer than one (1) calendar week, the duration of membership shall be extended by the duration of the interruption of operations, but by a maximum of two (2) full months.

VI Default of payment

30. If a (partial) payment is due and has not been made by the member, the member is in default without further reminder. Members who are in default owe GYIM compensation for any damage caused by default (e.g. GYIM reminder fees (CHF 15.00 or CHF 30.00), default interest, collection costs in accordance with www.fairpay.ch, etc.) in addition to payment of the claim due. In connection with an existing default in payment, GYIM is authorised to commission an external specialist (debt collection company such as Intrum, lawyer, etc.) to carry out the debt collection. For the purpose of asserting the claim(s) due, GYIM is authorised, at its own discretion, to make all data accessible to this third party which it requires for the fulfilment of its mandate.

31. from the 1st day of default, the member is no longer permitted to enter GYIM until all outstanding debts have been settled.

32. In the event of payment arrears of more than three months (or 3 monthly instalments), the total amount of the booked subscription plus all processing fees and reminder fees will be due for immediate payment.

33. Claims on the part of GYIM arising from payment arrears of the member will be offset against the deposit of the member ID. In the event of payment arrears of 3 monthly instalments or more, GYM has the right to terminate the membership contract immediately and may charge the member for all associated costs.

VII Suspension (Time-Stop)

34. Memberships can be suspended for good cause if the member is unable to attend for at least 14 calendar days. An important reason for a time-stop is pregnancy, military service and illness/accident. In these exceptional cases, a doctor's certificate or the request must be submitted within 30 calendar days of the occurrence of the event. Otherwise no time-stop can be granted. The subscription will be extended by the period of the time stop granted, whereby the duration of the time stop will be added to the end of the term. A monetary payment of the suspended period is excluded.

35. The current subscription can be suspended for private reasons for a processing fee of CHF 15.00 per case and per month. The subscription will be extended for the duration of the suspension. GYIM reserves the right to reject a request for suspension under this section.

VIII. Miscellaneous

36. All rights and obligations arising from this contract may be transferred by GYIM to a legal successor without the member's consent. The relocation of the GYIM does not entitle the member to terminate the contract prematurely.

37. By signing the membership contract (whether on site or online via the website), the member confirms that they are aware of these GTC, the house rules and GYIM's privacy policy (available at <https://gyym.ch/>) and that they agree with their content. They apply in their current form as an integral part of the membership contract.

38. If a membership contract is concluded online, it does not require a physical signature. The contract is not recorded on paper.

The contract shall nevertheless have immediate and legally binding effect for the parties as soon as both parties have agreed to it. Until the time of explicit confirmation by GYIM, the member/prospective member remains bound by their order. For the membership ordered by the member/prospective member, the prices in CHF valid on the order date and stated in the web shop apply.

39. GYIM is authorised to amend and/or supplement the GTC, the house rules and the privacy policy at any time. Publication takes place via publication on the GYIM website. They apply from the date of publication. If the member objects to the new version in writing to GYIM within a period of 30 calendar days from the date of publication, the GTCs at the time of conclusion of the contract shall apply.

40. Should individual provisions of these GTC be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes closest to the economic sense and purpose of the invalid provision. The same applies to any loopholes.

X. Applicable law and place of jurisdiction

41. Swiss law shall apply exclusively, to the exclusion of international agreements such as the UN Convention on Contracts for the International Sale of Goods (CISG) or IPRG. The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC and the membership contracts is the registered office of GYIM.

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