General Terms & Conditions

I. Scope of application

1. These General Terms and Conditions of Contract of the company GYYM Health & Fitness AG Basel (hereinafter 'GYYM') 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.
4a. In order to take out a subscription, the member is required to present a valid official identification document. The following applies to persons with a temporary residence permit in Switzerland: The purchase of an annual subscription with monthly instalment payments is only permitted if the residence permit is valid for at least the entire duration of the chosen subscription. If the validity of the presented document is shorter than the subscription period, only an annual subscription with full one-time payment of the total amount in advance may be purchased.
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 Pilates Reformer and pregnancy or postnatal classes, 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, 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. 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 installment or the annual installment is due 15 calendar days after conclusion of the contract. This also applies to contract renewals.
17a. By way of derogation from section 17, the subscription price for the Flex subscriptions 'GYYM Flex Standard' and 'GYYM Flex Premium' is due immediately upon conclusion of the contract and upon each contract renewal, and is automatically charged to the credit card stored at the time of conclusion. The member is obliged to ensure a valid credit card with sufficient funds.
18. All payments and refunds in connection with the membership, including the payment of subscription fees, deposits, processing fees, and any refunds, are made exclusively by digital means (cashless). Cash payments are neither accepted nor made.
19. Transaction fees for payments via post office counter may be charged to the member.
20. 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

21. The contract term is based on the subscriptions offered. The contract comes into force upon conclusion by the member.

- The subscriptions 'GYYM 12', 'GYYM Premium', 'GYYM 12 S' and 'GYYM Premium 12 S' have a term of 12 months. They are automatically renewed for the same term under the conditions that apply at the time of the renewal if GYYM has not demonstrably received the cancellation at least 30 calendar days before expiry (in writing by registered letter, by email or online in the GYYM web shop).
- The Flex subscriptions 'GYYM Flex' and 'GYYM Flex Premium' have a term of 1 month and can only be purchased online in the GYYM web shop. They are automatically renewed for one month under the conditions that apply at the time of the renewal if the cancellation has not been submitted in the GYYM web shop at least 1 calendar day before expiry. After cancellation, the subscription remains valid until the end of the paid term. A pro rata refund is excluded.
- 10-entry cards for individual training sessions are 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.

22. 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.
23. In the event of a change of residence of more than 30 km 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.

GYYM Health & Fitness AG Basel
Hochbergerstrasse 70, 4057 Basel
Telephone: +41(0) 61 633 20 60,
info@gyym.ch, www.gyym.ch

General Terms & Conditions

V. Liability and service disruptions

24. 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 GYYM in full for the corresponding repair and/or replacement costs.
25. The use of the training facilities and training equipment as well as participation in the group courses, applications and events of GYYM is at the member's own risk and peril.
26. GYYM provides the member with lockers during the training period. If the lockers are used outside of the member's training time, GYYM is authorised to open and empty locked lockers at the member's expense (CHF 10.00).
27. GYYM excludes any liability to the extent permitted by law for direct and indirect damage. In particular, any liability for valuables, money, (sports) clothing and wristbands deposited in the locker is excluded. The member or external guests are responsible for having adequate insurance.
28. The member must adapt their training to their personal fitness level. GYYM 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.
29. If members bring their children with them, they are responsible for ensuring that they remain in the area designated for children ('GYYMMIES' area) at all times or are accompanied by an adult outside this area. GYYM accepts no liability in this regard.
30. In the event of any interruption/closure of operations due to circumstances beyond GYYM'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

31. 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 GYYM compensation for any damage caused by default (e.g. GYYM 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, GYYM 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, GYYM is authorised, at its own discretion, to make all data accessible to this third party which it requires for the fulfillment of its mandate.
32. From the 1st day of default, the member is no longer permitted to enter GYYM until all outstanding claims have been settled.
33. In the event of payment arrears of more than three months (or 3 monthly installments), the total amount of the booked subscription plus all processing fees and reminder fees will be due for immediate payment.
34. Claims on the part of GYYM 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, GYYM has the right to terminate the membership contract immediately and may charge the member for all associated costs. For Flex subscriptions, this right of termination already applies from one unpaid monthly instalment.

VII. Suspension (Time-Stop)

35. 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 call-up order 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. Flex subscriptions cannot be suspended.
36. 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. GYYM reserves the right to reject a request for suspension under this section.

VIII. Miscellaneous

37. All rights and obligations arising from this contract may be transferred by GYYM to a legal successor without the member's consent.
The relocation of the GYYM location does not entitle the member to terminate the contract prematurely.
38. 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 GYYM'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.
39. 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 GYYM, 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.
40. GYYM 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 GYYM website. They apply from the date of publication. If the member objects to the new version in writing to GYYM within a period of 30 calendar days from the date of publication, the GTC at the time of conclusion of the contract shall apply.
41. 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.

IX. Applicable law and place of jurisdiction

42. 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 GYYM.

Issue/status: November 2026

GYYM Health & Fitness AG Basel
Hochbergerstrasse 70, 4057 Basel
Telephone: +41(0) 61 633 20 60,
info@gyym.ch, www.gyym.ch