

## Contract with Fitorama AG Fitness Center

New Pass

Gender

Surname

Name

Street

Postal Code / Town

Tel.

Mobile

Date of Birth

EMail

### I'm applying for the following Pass

Premium 1 Year Pass

Premium Year Pass "for two"

Company

Training Partner

Premium 2 Year Pass

Premium \_\_\_\_\_-Month Pass

Premium Year Pass «Gold»

Beginning

End

Staff Initial

### Remarks

Single payment due upon beginning of the contract:

**Total Amount CHF**

(incl. VAT)

**Price per Month CHF**

Number of Months

Total CHF

(incl. VAT)

Monthly payments, each due on the first day of each month, the first installment is due at the beginning of the contract:

1<sup>st</sup> Payment on

2<sup>nd</sup> Payment on

Last Payment on

**Recommended by Member**

I expressly confirm that my use of the premises is exclusively at my own risk and that I have read the Terms and Conditions at the back of this document and that I accept the *General Terms and Conditions* of the Centre as an integrated part of this contract. I also confirm that *Point 15* of the Terms and Conditions on the back of this document has been explained to me. Furthermore, I confirm that the information I gave above is correct.

Basel,

Signature

### Mode of Payment

Cash

EC Direct

Postcard

Credit Card

Reka

The Amount of CHF

Receipt of Confirmation

Signature

Deposit for Chip CHF

paid upon

Staff Initial

## General Terms and Conditions for all Fitorama Facilities

- 1 Persons admitted from 16 years of age and up.
- 2 The Year Pass and/or Member Pass permits access to and use of the Fitorama facilities.
- 3 The fee includes: Use of fitness machines, visit to group classes as per the scheduled times, bathing zones as well as three individual training consulting sessions. All other services provided by Fitorama are not included in the fee.
- 4 The Year Pass and/or Member Pass is strictly personal, is non-transferable and cannot be altered. Fitorama reserves the right to check passes in this regard. A violation of this rule may result in a restriction against the pass holder and the third person from entering the premises. In such a case, you are not entitled to obtain a refund of the fee. Unpaid installments of payment are due at once. Fitorama expressly reserves the right to initiate criminal prosecution.
- 5 The pass holder agrees to having a digital photo taken in order to ensure visual control. This photo is exclusively for use and control within Fitorama. If the contract is not renewed, the photo will be deleted after one year.
- 6 Entry and exit times as well as the sale of food and beverages are registered electronically. This data is at the disposal of the client for refunds by his health insurance and as proof of payment. This data is automatically deleted after one year.
- 7 Check-in and check-out is to be performed by the member at the reception desk by using the Member Chip. A registration/ Consumption through the Member Chip is binding. The Member Chip is strictly personal and non-transferable. A lost Member Chip will be charged a chip fee.
- 8 The pass holder is under the obligation to strictly comply to the instructions of the persons in charge, to the rules of hygiene and the General Terms and Conditions. Gross or repeated offences against them will lead to a restriction from the premises. Refunds do not apply in such a case. The General Terms and Conditions and the rules of hygiene are integrated as part of this contract.
- 9 For damages following an accident, injury or illness, Fitorama denies any liability for itself or its staff members. It is within the responsibility of the pass holder to be covered by adequate insurance.
- 10 Fitorama is not responsible for the loss of any items of value or otherwise, money, clothes, etc. We deny any liability for items left behind. It is within the responsibility of the pass holder to be covered by adequate insurance.
- 11 Fitorama is open daily during regular opening hours with the exception of days scheduled for maintenance, cleaning, renovation, etc. The client is not entitled to a refund or extension of his Year Pass and/or Member Pass in the case of other closures necessary for the smooth operations of Fitorama.
- 12 Fitorama may change its range of services and its opening hours at any time without prior notice. The pass holder is not entitled to a refund in the case of a reduction of the range of services or of the opening times.
- 13 The non-use of the facilities or of the classes does not entitle the pass holder to a reduction or a refund of the fee. The Year Pass can be transferred to a non-member by express permission of the Management. The transferral fee is CHF 75.– and is payable in advance. The special tariffs for refunds are to be found in the current General Terms and Conditions.
- 14 Any existing credits expire with the expiration of the contract and cannot be transferred to a new contract and cannot be paid out in cash. Credit that was personally paid into your account may be refunded. Any plus-balance on your account must be claimed within 30 days of your contract's termination, or this balance is automatically forfeited.
- 15 *The Year Pass and/or Member Pass is automatically renewed for the same period of time and as per the then valid Terms and Conditions, if it is not cancelled by recorded letter 30 days prior to the ending of the contract. Entitlements to rebates (e.g. students, companies, etc.) either have to be resubmitted at the time of contract renewal, or the Year Pass and/or Member Pass renewal is valid as per the then General Terms and Conditions, without any rebates.*
- 16 The pass holder confirms with his signature that the information provided on the questionnaire is both true and valid. Furthermore, the pass holder confirms that he has carefully read the General Terms and Conditions of this contract and of the currently valid General Terms and Conditions of Fitorama and that he has duly taken note of them and fully accepts them. The pass holder also confirms that he received a copy of this contract and of the General Terms and Conditions.
- 17 The pass holder expressly acknowledges that changes to the General Terms and Conditions remain fully reserved and that those will be brought to his attention in due form. The pass holder may not deduct any rights from any changes of the General Terms and Conditions. *The current General Terms and Conditions are always valid.*
- 18 The rights and the obligations according to this contract can be transferred to a legal successor by Fitorama. Moving of the Fitorama facility within the boundaries of the town of Basel does not imply the right to cancelling the contract before its normal period of expiration.
- 19 The contractually agreed fees are to be paid in cash or in installments. Should the client be late with the payment by one month, the entire amount still remaining to be paid including reminder fees and expenses of collection is due immediately. In such a case, access to the premises can be refused to the pass holder until he has paid the outstanding balance. Under such circumstances, refunds do not apply, nor do extensions of the Year Pass and/or Member Pass.
- 20 The present contract entitles Fitorama the right to claim payment from the client in a court of law (Rechtsöffnungstitel).
- 21 The contract between Fitorama and the Year Pass and/or Member Pass holder is agreed to upon signature. Any alterations or cancellation of the contract must be done in writing.
- 22 Court of jurisdiction is Basel