

GENERAL TERMS AND CONDITIONS

The valid membership entitles the customer to use the available training facilities and training equipment during the regular opening hours of **heartcheck fitness**. the Membership is personal and non-transferable and is not automatically renewed.

As means of payment we prefer EC-Card or cash. For credit card payments a surcharge of 2.5% is automatically added.

Support services: With a valid membership, the customer is also entitled to use the following support services:

- discussion to clarify personal training needs and training goals
- MILON fitness test for balance, agility and jumping power
- introductory & control training
- training advice during the entire term of the subscription
- three new training plans per year

This gym is not constantly supervised. The customer hereby acknowledges to train at these times at his own risk and excludes any liability on the part of **heartcheck fitness**. The customer accepts that during these times the gym is video monitored for safety reasons and to ensure Qualitop certification.

Liability: On the part of **heartcheck fitness**, any liability for damages in the event of accidents, injuries and/or illnesses of the customer is expressly rejected or is expressly limited to intent and gross negligence, as is liability for assistants of **heartcheck fitness**. Liability for the loss of valuables of the customer in the premises of **heartcheck fitness** is expressly excluded.

The customer is liable for any damage to training facilities and equipment caused by him/her as well as for the loss of loaned items and must reimburse **heartcheck fitness** in full for the corresponding repair and/or replacement costs.

House rules: The customer is obliged to observe the house rules and to follow the instructions of the **heartcheck fitness** staff. In the event of violations of the house rules and/or non-compliance with instructions given by the staff, **heartcheck fitness** is entitled to delete the membership and to prohibit the use of the facilities; the customer is not entitled to claim reimbursement.

Interruption of the offer: In the event of a possible interruption of operations for which heartcheck fitness is responsible and which lasts longer than one calendar week, the duration of the membership shall be extended by the duration of the interruption of operations.

Absences: Time credits are granted for the annual subscribers as follows:

- Military service: with marching orders
- Pregnancy: with founded medical certificate

Absences of at least four weeks in a row and a maximum of 6 weeks per year for:

- Accident and illness: only in case of 100% training incapacity with founded medical certificate

Bonus “Bring a friend” is credited to all current subscriptions:

- the placement of a **new customer** for an annual subscription: a free month and a body composition analysis
- the placement of a **new customer** for a half-year subscription: two free weeks

When upgrading a shorter subscription to an annual subscription, time credits can be claimed retroactively.

Refunds: Refunds of membership dues paid will only be made in the case of a medically prescribed permanent training dispensation or a definitive departure of more than 20 kilometres from Zumikon per time percentage, minus an administration fee of CHF 100.

If the customer does not make use of the services offered by heartcheck fitness, he/she shall not be entitled to a refund or to claim a reduction of the membership fee paid.

Changes to contract provisions: The customer expressly acknowledges that changes to the contract provisions, prizes, group classes and house rules are reserved and that these are justified and brought to their attention in an appropriate form.

heartcheck fitness expressly reserves the right to make changes to the course plan at any time and/or to adjust the opening hours due to changed circumstances.

With the purchase the customer accepts the terms of the contract and the house rules.

Applicable Law: Material Swiss Law applies.

Stand Juli 2020

House Rules

- Please check-in unsolicited at the desk before training – for insurance and your own security
- Clean training clothes and indoor sport shoes are compulsory (barefoot training with clean feet is tolerated on your own riks)
- Always place a towel on the seat and back cushion (or rent a towel)
- When you have finished your exercise please release the equipment as soon as possible for the use by other members
- Clean equipment with a cloth (red container) after each exercise
- Training instructions are given exclusively by heartcheck fitness trainers
- Personal training by other customers is not permitted
- No open cups, glass or food on the gym floor
- Personal hygiene is important
- No trial sessions or guests outside supervised times

Changing Rooms

- All clothes, shoes, bags, keys etc. must be deposited in the lockers and not in the training area - please include your valuables.
- Shaving, body peeling, nail and intimate care are not allowed.

Thank you!

Elevator Sytem

Elevator control outside the supervised times

- Briefly press personal chip against the blue sensor, (green light) then press right button for 1st floor/heartcheck fitness as usual

Emergency outside the assisted hours

Available Sensors on the counter

- white: please wear the white fall sensor while training alone. It automatically triggers an alarm if you fall.
- green: in case of an emergency press the button - intercom to someone on the team is activated

Emergency numbers

- | | |
|-------------------------|---------------|
| • Anita Kunz, Inhaberin | 079 308 89 06 |
| • Rescue / Ambulance | 144 |
| • Feuerwehr | 188 |
| • Police | 117 |
| • Hospital Zollikerberg | 044 397 21 11 |
| • Maintenance Zentrale | 044 277 77 77 |
| • Housekeeper | 076 443 18 95 |

