

GENERAL TERMS AND CONDITIONS OF PUREGYM FITNESSCLUBS

1. These General Terms and Conditions ("T&C") regulate the legal relationship between PureGym AG, Grabenwisstrasse 5, CH-8604 Volketswil ("PureGym") and the client ("Member"). Deviating provisions agreed upon in writing or on the occasion of the online formation of the contract between PureGym and the Member shall take precedence over these T&C. Amendments of these T&C during the term of the contract become an integral part of the contract, if the Member does not object to the amended T&C within 30 days of notification.
2. The member is accepted as co-user of the facilities (training area incl. exercise equipment, changing rooms, showers, bistro area, etc.) and to use the services provided. A premium membership entitles to the shared use of all PureGym AG fitness clubs as well as the fitness club of Fitnesszone AG, CH-8105 Regensdorf (jointly referred to as "PureGym fitness clubs"). Core memberships only entitle to the shared use of the Member's main club, which is stipulated at the formation of the contract. The Member confirms to have inspected the facilities of a PureGym fitness club.
3. In addition to the joint use of the facilities, the following services are included in the membership fee: clarification and identification of the individual reason for training and training goals, a health risk evaluation by means of a health questionnaire, an individual determination of the physical training exertion for the cardio and power training, individually supervised training, one (in the case of an annual membership, two per year) individually supervised follow-up check in line with an adaptation of the training (training programme), an option to record the training forms offered, virtual courses via Fitness on Demand (for Core and Premium Members) as well as supervision during training. All other services offered by the PureGym fitness club (personal trainer, courses, food etc.) are not included in the membership fee and must be paid additionally (in accordance with the current price list in the respective PureGym fitness club or the website of PureGym).
4. The Member has the right to use the facilities and services during the opening times published at the entrance of the respective PureGym fitness club. Special arrangements must be made in writing. The PureGym fitness club may amend its offering and opening times at any time. In the event of a reduction of the offering or the operating times and temporary closure of the business which are necessary for operational reasons (such as, for example, for cleaning and audits) or which occur for reasons for which PureGym is not responsible (fire, epidemics, pandemics, strike, official orders etc.), the Member is not entitled to refunds, extensions of the contract term, or other form of compensation. Extensions of contract terms due to force majeure may be granted as a gesture of goodwill, depending on the individual case. Furthermore, the Member must accept possible waiting times due to the restricted number of places.
5. The Member must adhere to the house rules and follow the instructions of the staff. The house rules can be viewed at the respective PureGym fitness club as well as on the PureGym website and can be amended by PureGym at any time without the consent of the Member. In the event of serious breaches against the house rules and/or the instructions of the staff, PureGym shall have the right to terminate the contract with immediate effect and issue an immediate house ban. This applies, in particular, in the event of the consumption of alcoholic beverages or drugs on the premises of the fitness club. Refunds of payments already made shall be excluded.
6. The registration fee for a Core membership is CHF 20.00, there is no registration fee for a Premium membership. At the formation of the contract, the Member shall receive a membership card ("Chip"), which is personal and not transferable. Premium Members receive a second Chip, which enables the Member to attend with an additional person ("Friend") at weekends (Saturday and Sunday) without any additional charge, for the purpose of the shared use of the facilities. The Friend Chip only works if the Member has already checked in at the same PureGym fitness club with the main chip. The Member must ensure that the Friend registers at reception when entering the PureGym fitness club, that the Friend complies with the house rules and follows the instructions of the staff. The Member is fully responsible for the actions of the Friend (cf. Cl. 17). The Chips must be shown upon entering the PureGym fitness club and always carried while on the premises. The Friend must be able to prove his/her identity with an identity card at all times. The PureGym fitness club reserves the right to controls in this respect. The loss of a Chip must immediately be reported to the staff. The Member is charged a fee of CHF 20.00 per Chip for the issue of a new Chip. Any misuse of a Chip shall be reported and entitles PureGym to terminate the contract with immediate effect and to issue an immediate house ban. Refunds of payments already made shall be excluded. In the event of misuse of the Chip, PureGym shall have the right to a contractual penalty of CHF 400.00. The right to assert further damages remains expressly reserved.
7. The contract between the Member and PureGym is made online via encrypted entry or in written form. In the case of conclusion online, the Member submits a binding offer of contract conclusion by clicking the button "Buy now". PureGym shall immediately confirm the acceptance of the offer by email. A binding contract is made with the receipt of the confirmation. The conclusion of the contract with minors under the age of 18 shall only come into effect when they submit a declaration of consent signed by the legal representative.
8. For annual memberships (12 or 24 months), the contract is extended with the same booked extras for another 12 months at the currently valid prices (see Cl. 19) and the currently valid T&C, provided that the contract is not cancelled at least 3 months (for membership other than Core and Premium) or at least 1 month (for Core membership) or on the last day (for Premium membership) prior to the expiry of the membership by way of written termination (registered letter, email, or via mypuregym.swiss). Price reductions shall only apply for the duration of the promotional period. After such period, the monthly fees shall then increase to the standard tariff, the relevant references can be found in the promotional text/content. Any cancellations must always be made in written form (by way of registered letter, email, or via mypuregym.swiss), verbal cancellations shall be deemed as void. If notice periods apply, the postmark or receipt of the email shall be decisive. In respect of cancellations by way of email, the Member shall have the burden of proof regarding the receipt of the email by PureGym.
9. The following provisions apply to monthly tariffs: The membership will be extended by another month from the registration date, at the currently valid prices (see Cl. 19) and the currently valid T&C, if no written notice is submitted by email to monatsabo@puregym.swiss 10 working days before the automatic renewal. The registered payment method is automatically charged 1 month in advance and can be reviewed and amended in the online portal mypuregym.swiss. Should the payment method expire during the membership (e.g. credit cards or failed debits due to lack of funds), we reserve the right to demand the membership fee via invoice, price reduction shall only apply to the promotional period (e.g. 1st to 12th month of membership). After such period, the monthly fees shall then increase to the booked standard tariff, the relevant references can be found in the promotional text/content.
10. Correspondence from PureGym with its Members shall be exclusively via email. If emails cannot be delivered (e.g. because the email address is incorrect or the mailbox is full, etc.), any liability of PureGym is excluded. The personal details can be processed via the online portal mypuregym.swiss. The Member shall have the obligation to keep his or her personal details updated at all times.
11. The contractually agreed amounts shall become due immediately and must be paid either online or at the completion of the membership at the PureGym fitness club in cash, via bank transfer, Maestro, post, or credit card. Payments are not possible in every club. PureGym does not send any invoices; the membership contract shall be considered as invoice. The membership fee shall be paid without request and on time. For contractually agreed instalments, the same shall apply to the contractually agreed date. The agreed instalment shall remain valid in the event of a contract extension unless an alternative payment method has been mutually agreed at least 3 months before the extension of the contract. Should the payment of the membership fee, an instalment of such fee or another due payment not be made in time, all outstanding amounts shall become payable immediately, plus default interest of 5 % and reminder costs. Furthermore, the Member shall no longer be permitted to access the PureGym fitness clubs from the first day of the default on membership fees, until all outstanding amounts including all default interest and reminder costs have been paid. There shall be no claim for refund/credit for the time lost due to the default on the membership fees. A signed membership contract constitutes the means to initiate legal steps. Reminder costs of CHF 10.00 will be charged for the first reminder and fees of CHF 15.00 for each further reminder. If the outstanding amounts (incl. default interest and reminder fees) are not transferred, the payments shall be called in by Intrum AG, which will be entitled to claim, in addition to the default interest and the reminder costs, the following fees as damages caused by delay (maximum amounts in CHF): 50 (up to outstanding amounts of 20); 70 (up to outstanding amounts of 50); 100 (up to outstanding amounts of 100); 120 (up to outstanding amounts of 150); 149 (up to outstanding amounts of 250); 195 (up to outstanding amounts of 500); 308 (up to outstanding amounts of 1,500); 448 (up to outstanding amounts of 3,000); 1,100 (up to outstanding amounts of 10,000); 1,510 (up to outstanding amounts of 20,000); 2,658 (up to outstanding amounts of 50,000); 5.5% of the claim (from outstanding amounts of 50,000).
12. Subject to the following provisions, non-utilisation of the services provided by PureGym fitness clubs does not entitle to a reduction of the payment obligations entered into or to reclaim payments made.
13. In the following cases, the Member shall be entitled to a justified "Time Stop" of a maximum of 9 months: Occupational stay abroad of more than four weeks duration with confirmation by the employer; in case of medically certified inability to train as a result of illness or accident lasting more than four weeks; in case of verified military or civil defence service of more than four weeks. Holidays are not deemed to be a justified reason for a Time Stop. Regardless of the option of a justified Time Stop, Core and Premium Members may pause their membership for 1 month up to a maximum of 3 months per year without specific reason (unsubstantiated Time Stop). Justified and unsubstantiated Time Stops are only granted upon the submission of an application form and an administration fee of CHF 25.00 (no fee in case of a Premium Membership). Justified and unsubstantiated Time Stops cannot be cumulated. Time Stops are only possible for whole months. During the (justified or unsubstantiated) Time Stop, the Member shall not have access to the PureGym fitness clubs. The period of the (justified or unsubstantiated) Time Stop shall be added to the end of the term and the contract is extended correspondingly. Other than that, the deadlines for payments and cancellations shall remain the same.
14. In case of long-term inability to train as a result of illness or accident, in case of pregnancy as well as change of residence, the contract can be extraordinarily terminated with a notice period of four weeks to the end of a month subject to submission of a medical certificate or a confirmation of registration at the new residence. In the case of a change of residence, this right shall only apply where the new place of residence is further than 20 km away from the location of a PureGym fitness club. The membership fee shall be converted pro rata to the actual duration of the membership, so that a final bill can be issued.
15. An application can be made to transfer the contract to another person. For this purpose, a corresponding application must be made to PureGym by providing the name and address of the person taking over the contract. The transfer can only be made if the person taking over the contract agrees to a new contract term, whereby the membership fee is reduced pro rata to the transferred remaining term. The transfer is made subject to an administration fee of CHF 50.00. PureGym reserves the right to reject applications at its discretion.
16. The rights and obligations arising from the contract may be transferred by PureGym to a legal successor without the Member's consent. The relocation of the site of a PureGym fitness club within the catchment area (20 km) does not give rise to the entitlement of an early termination. Furthermore, the closure of a site does also not give rise to the entitlement of an early termination, if another PureGym fitness club is located in the catchment area and the client is notified of the closure at least 6 months in advance.
17. The Member uses the facilities and services at his or her own risk and perils and shall be fully liable for the damage caused by him or her and (in case of Premium membership) by the Friend to all facilities of the PureGym fitness club. PureGym excludes any liability for the Member's damages and (for Premium Membership) damages incurred by the Friend, to the extent permitted by law. Should the Friend assert any claims against PureGym, the Premium Member shall indemnify PureGym in full. It is the Member's responsibility to take out an insurance policy.
18. Clothing and valuables brought in must be placed and locked in the lockers intended for this purpose. Members must bring their own locks. PureGym does not accept any liability for the loss of valuables, clothing, or other objects. The Premium Member must inform the Friend of this.
19. The membership fees may be increased at any time. The new prices apply to contract extensions, provided that the increase was notified to the Member at least 10 working days prior to the start of the notice period (see Cl. 8 and 9) and the Member does not terminate the agreement in due time. The prices for the current contract term may only be changed with the consent of both contracting parties. PureGym reserves the right to make credit checks on Members or potential new Members as well as pass on payment experience to Intrum AG, to the Swiss Association Creditreform, or to other collection agencies.
20. The personal data of all PureGym fitness club Members may be processed by an external service provider based in Switzerland or the EU. In particular, personal data may be passed to Intrum AG for calling in due payments. Any disclosure of corresponding personal data is naturally and fully subject to the applicable data protection regulations. With the conclusion of the contract, the Member confirms his or her consent that his or her personal data are provided to external service providers. With the conclusion of the contract, the Member also agrees that his or her data may be forwarded to partners of PureGym for marketing purposes.
21. The Member takes note of and agrees that the training area of the PureGym fitness club is monitored with cameras to ensure certification by Qualitop. The Premium Member must inform the Friend of this.
22. For claims brought by a Member against PureGym, the court at the Member's place of residence or at the registered office of PureGym shall be competent. For claims brought by PureGym, the court at the Member's place of residence shall be competent. The membership contract and the present T&C are subject exclusively to Swiss Law.
23. Any liability for the offerings and services of third-party providers is excluded to the extent permitted by law. In particular, liability is not accepted for the accuracy and completeness of the information from third-party providers and the provision and content of the service offered by the same. The service of the third-party provider is used at the Member's own risk and perils. Any claims arising out of this must be asserted by the Member exclusively with the third-party provider.