

General Terms and Conditions (GTC)

All services of ARB Fitness GmbH are fully subject to these terms and conditions, unless modified or supplemented by written agreements.

Subject matter of services

- ARB Fitness GmbH commits itself to offer the customer a target-oriented and individual training and health care.
- If no other agreement has been made, the training and health care can only be used by the client personally.
- The agreed training and health care service is to be understood as a contractual agreement in the sense of the Swiss Code of Obligations.

General

- In principle, a service lasts 55min.
- We ask you to arrive on time in order to be able to guarantee an efficient and effective training to achieve your individual goals (and since it is at the expense of your time).

Liability

- ARB Fitness GmbH provides the agreed service with due diligence and is liable for damages of the customer, as far as they have their direct cause in a proven intentional or grossly negligent violation of contractual obligations or other duties of care by ARB Fitness GmbH. As far as legally permissible, any further liability based on contract or any other legal ground is expressly excluded.
- ARB Fitness GmbH is not liable beyond the provision of its owed service for any non-achievement of the purpose pursued by the customer in entering into the contract.

Prices and terms of payment

- The subscriptions can be paid in monthly installments or in full.
- The invoicing of the booked training sessions is done in advance. The amount due is to be paid within 10 days of the invoice date, in cash or by bank transfer.
- Monthly payments are always made at the end of the month.
- Prices on the price list are valid, they are exclusive of expenses (travel expenses according to time spent with hourly rate 180.-).

Entrance check

- The initial check is the basic assessment that every client has to go through. So that health status can be estimated and with the training extent and the subscription with the customer can be made. This is obligatory for the assurance of ARB Fitness Ltd.
- The entrance check lasts 60min and costs CHF 180. At the conclusion of a subscription of at least 3 months. The amount will be credited to you.
- All questions have to be answered truthfully by the customer.

Insurance/Liability

- Insurance is the responsibility of the participant. ARB Fitness GmbH declines any liability for accidents and illnesses.

Details of training or consulting appointments

- Services can only be used by the customer himself/herself.
- Appointments are agreed upon verbally or in writing.
- Services are to be redeemed within the specified time. There is no right to a refund or reduction for services not used.

Prevention in personal training

- In case of prevention, the client must inform the personal trainer as soon as possible, but at least 24 hours before the training or consultation appointment. In the event of failure to notify or late notification, the training or consultation appointment will be charged in full. Exceptions are emergencies.
- If the personal trainer is prevented from attending, the training or consultation appointment will be made up. No claims for compensation can be made.
- Should the execution of a training session due to unforeseeable circumstances (weather conditions, etc.) is delayed, too dangerous or impossible, the training session will be postponed after consultation. The Decision will be made by mutual agreement with the customer. In case of self-inflicted delays the booked training time cannot be extended.

Small group personal training

- Minimum duration of the subscription is 3 months at the beginning, afterwards the customer can freely choose between 1, 2, 3, 6 or 12 month subscriptions.
- The subscription is usually billed monthly, but can also be paid for several months at once.
- Training times and price structure can be found on the homepage.
- No absences or missed appointments will be charged to the subscription.
- If the customer is unable to attend, he/she must inform the trainer as soon as possible, but at least 24 hours before the training date. In the event of failure to notify or late notification, the training appointment will be charged in full. This does not apply in case of accident or death of the family.
- Vacations are already included in the small group training.
- The running times of the small group training are fixed.
- In case of illness or accident, the subscription can be interrupted and extended accordingly upon presentation of a doctor's certificate.
- All coaches of ARB Fitness GmbH can lead the small group.

Additional services

- In case of using a service in a fitness club or in any other designated training facility, costs caused by this, especially entrance fees for the client and the personal trainer to the fitness center or for space rentals are to be paid by the client.
- Costs, if they are not listed on the price list, are agreed orally.

Miscellaneous

- If a subscription can no longer be used (illness or accident), the service can be obtained at a later date upon presentation of an appropriate doctor's certificate. By arrangement, the training can also be transferred to another person. No trainings will be refunded.
- The trainer makes films and photos for social media, if this is not desired, you can tell the trainer. We are happy to be considerate.

Privacy and confidentiality

- All customer data collected will be kept strictly confidential at all times, regardless of a possible termination of the contractual relationship, and will only be disclosed to third parties after the express consent of the customer. Excluded from this are the before/after pictures, which can be used anonymously for advertising purposes after customer consultation.
- ARB Fitness GmbH is obliged to maintain confidentiality about all information of the customer that has become known in connection with the fulfillment of the training and support measures, even beyond the termination of the contractual relationship.

Non-utilization of the service

- If the services of the provider are not used, the customer has no right to a price reduction or refund.
- If the paid training hours are not used, the subscription and thus the right to the service expires, unless the contracting party/parties submits a credibly justified and written request for an extension of the term.

Other agreements

- Both parties recognize agreements and arrangements regarding the booking of services as binding, provided that they have been mutually confirmed. This applies to all means of communication used, including telephone or e-mail.
- Both parties commit themselves to mutual loyalty and will under no circumstances make negative comments about the person or products or services of the other or damage the reputation and prestige of the other.

Declaration of consent

- By using the services of the trainer, the client fully agrees to the above terms and conditions.

Final provisions

- Unless otherwise stipulated in these GTCs, changes, additions and subsidiary agreements must be made in writing in order to be effective. The written form requirement shall also apply to any waiver of this formal requirement.
- Should any of the preceding provisions be invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, a suitable legally valid replacement provision that comes as close as possible to the economic success shall be agreed by mutual consent.
- Zug is agreed as the place of jurisdiction. Swiss law shall apply.