



## FITNESSCLUB – Contract

(at the same time valid as binding order confirmation)

between

the above mentioned BEACHFIT ...train like on vacation  
 – Inh. Tatjana-Jasmin Rupp,  
 Zum Alten Hofgarten 6, 94405 Landau a. d. Isar

and

Surname, first name	
Street, house no.	
ZIP code, place of residence	
Date of birth, place of birth	
Landline phone number Mobile phone number	
e-mail	
Employers	
Number of official Federal identity card	

By signing this contract, I apply for my membership in the “BEACHFIT” fitness club for the following Conditions (including the attached general terms and conditions):

electronic key	Received
Beginning of membership	
Notice period of	<u>2 weeks to the end of the quarter</u>
Administration fee (one-time)	70,00 €
Caution „Chip“ (one-time)	50,00€
Monthly price (including 19% VAT)	42,00 €
Payment method	Direct debit

**Direct debit authorization / mandate** (Debit on the first of each month in advance)

Name account holder: \_\_\_\_\_

Account holder address: \_\_\_\_\_

Bank / bank code of Debtors: \_\_\_\_\_

I / we hereby please They are revocable, those of "BEACHFIT", Inh. Tatjana-Jasmin Rupp, Zum Alten Hofgarten 6, 94405 Landau an der Isar, for me / us Direct debits received by you from my / our account with the number \_\_\_\_\_ to redeem.

IBAN: \_\_\_\_\_

BIC: \_\_\_\_\_

Partial redemptions are made in SEPA direct debit not carried out.

Landau a. d. Isar, the \_\_\_\_\_ Signature: \_\_\_\_\_

**Eight week Reimbursement period for the SEPA core direct debit.** The reimbursement period for the debtor is eight Weeks after the time of the debit. Not with one issued or deleted mandate (unauthorized direct debit) the return time is up to 13 months.

**Consent Form for Minor Members**

I, \_\_\_\_\_ (Name of Parent/Guardian),

as the legal representative of my child \_\_\_\_\_ (Name of Minor Member),

born on \_\_\_\_\_, hereby declare my express consent to membership in the

fitnessclub "Beachfit".

I confirm that my child may participate in training with my consent and has been informed of the applicable rules and safety regulations of the fitness club. As the parent/guardian, I assume responsibility for compliance with the terms and conditions of the contract and the house rules and release the fitness club "Beachfit," owner Tatjana-Jasmin Rupp, from any liability to the extent permitted by law.

Place, Date \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS OF THE FITNESS CLUB "BEACHFIT"

## 1. General

- a) The fitness studio "BEACHFIT" (hereinafter referred to as "Fitness Studio") provides its members at their own risk the fitness premises during the opening hours.
- a) The Fitness-Studio reserves the right to make changes regarding the opening hours.
- b) The membership fee may be increased. Changes will be announced 2 months in advance.

## 2. Terms of payment

- h) In the case of a direct debit authorization, the monthly fee will be due and paid in advance on the 01st of the month by direct debit order. debit order due and collected. In the event of non-payment or a return debit note, the fitness studio is entitled to a handling fee of 10 Euro plus the bank charges for each transaction not executed.

## 3. Liability

- a) Members use the fitness studio including the sports equipment at their own risk.
- b) The fitness studio undertakes to keep the sports equipment and the facilities of the fitness studio in a roadworthy condition.
- c) The fitness studio is liable for force majeure, coincidence and defects that cannot be detected even when exercising the usual care the fitness studio is not liable. Likewise, the fitness studio is not liable for lost or misplaced property/possessions of the member.
- d) The fitness studio and its vicarious agents are liable for damages resulting from injury to life, body and health, which are due to a negligent act or omission on the part of the member. body and health, which are based on a negligent or intentional breach of duty by the fitness studio. Otherwise, the fitness studio is only liable for intentional or grossly negligent breaches of duty of this contract.
- e) Liability is excluded in particular if the sports equipment/facilities of the fitness studio are not used in the intended manner.
- a) Liability for valuables and cash is only accepted if they are deposited in the designated place. The liability is limited to an amount of 100,00 €.
- g) No liability is accepted for the destruction, damage or loss of items brought into the fitness studio.

## 4. Duration and Termination

- a) The term of the fitness club contract runs for 1 quarter and is extended by payment of the membership fee in each case by 1 quarter, without the need for termination or further application.
- b) The membership can be terminated with 2-week notice to the end of the respective quarter. The cancellation has to be registered letter. The chip may not be sent by mail, as this would cause it to become defective or to be lost. The chip must be brought personally.
- c) If a member is in arrears with two (2) monthly payments or more, it may result in an extraordinary termination without notice.

## 5. Rest period

- a) The Member may, from a membership period of at least (1) year, this Contract for a maximum of four (4) weeks Rest.
- b) A one-time administrative fee of €8.00 will be charged for the duration of the period of rest.
- c) For periods of rest due to illness or hospitalization, written proof must be provided.

## 6. Access to the club rooms / unauthorized Access

- e) The member shall not grant unauthorized access to the fitness club to non-members at any time.
- f) The member has been informed verbally and in writing, with acknowledgement of these GTC, that an infringement according to § 6 No. a of these GTC (obligation) will result in termination without notice for good cause and a contractual penalty in the amount of € 350.00 as a consequence.
- g) The member has been expressly informed and acknowledges that he/she is liable to prosecution, if non-members are access to the fitness club. Any unauthorized entry will therefore be reported to the police.
- h) The member receives an electronic key, which must be returned immediately to the staff of the "BEACHFIT"-Fitness-Club after termination of the membership. of the "BEACHFIT" fitness club. In case of loss of the electronic key a fee of 30 Euro will be charged. If the chip is found again, the fee will be refunded minus 8 Euro processing costs.
- i) The "deposit" for the chip is 50 euros. This will be paid out to the retired member after termination of the membership by submitting the chip. The return must take place within 14 days. Otherwise the deposit will be retained and the chip will be blocked.

## 7. Final clauses

- a) Should individually provisions of this contract - regardless of the reason - be wholly or partially invalid or lose their legal effectiveness later, the effectiveness of the remaining provisions shall not be affected. In this case, the provision that comes closest to the economic intentions of the contracting parties shall apply.
- b) Amendments and supplements to this contract must be made in writing. This also applies to the cancellation of the written form clause.
- c) Verbal collateral agreements do not exist.
- d) Agreed trainer appointments must (except in acute cases) be at least 24 hours. Be canceled in advance, otherwise a fee of 30€ will be charged.

Landau an der Isar, \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of the member  
(for minors: signature of legal guardian(s))

\_\_\_\_\_  
Accept of contract  
BEACHFIT - Studio Manager