

# General Terms and Conditions (GTC)



## 1. Subject of Agreement

1.1 inshape personal training undertakes to consult and to care for the client individually within the agreed training and health support.

1.2 If no other agreement is made, only the client can make use of the training and health support.

1.3 The agreed training and care service is to be understood as a temporary and service contractual obligation according to § 611 German Civil Code.

## 2. Training

2.1 Usually, the first interview takes 60 minutes and will be for free if it results in follow-up appointments. Otherwise, the amount depends on the actual complexity - but at least 30 €.

2.2 One training session lasts at least 60 minutes. Shorter training sessions have to be agreed explicitly.

2.3 The way, the extent and the location of each training session will be arranged with the client. Possible training contents and goals are geared to the client in advance under consultation.

2.4 The training only starts after a mandatory health check by inshape personal training.

## 3. Other Deliverables

3.1 inshape personal training is available for its clients, in accordance with agreed training and health care, outside training sessions from Monday to Sunday from 8am to 8pm via phone and email. Thereby resulting is no entitlement to permanent accessibility of inshape personal training.

## 4. Liability

4.1 inshape personal training excludes liability for damage on the client, in case this damage is not due to reckless or nonnegligent violation of duty. This includes any vicarious agents.

4.2 Additionally, the client has to sign a disclaimer of liability that is considered as part of the contractual agreements.

4.3 inshape personal training is not liable beyond its performance of owed service for any nonattainment of the client's goals when the contract was concluded.

4.4 If the client uses services of co-operation partners or other companies or persons mediated by inshape personal training, it is on his own responsibility. inshape personal training is without guarantee for goods and deliverables the client received from these partners.

4.5 inshape personal training has a public liability insurance to comply to any legal liability claims of the client.

4.6 The client has to insure against accidents and injuries that may occur as part of the Personal Training on his own authority. The same holds true for the direct way to and from the training location.

## 5. Conditions of Payment

5.1 The first five training sessions have to be prepaid. Following sessions can be billed at the end of the month.

5.2 inshape personal training will invoice the client. This bill must be paid without deductions within 14 days. Additionally, the client receives a detailed list of realized activities and deliverables.

5.3 The current price list is applied. inshape personal training reserves the right to change the pricing and commits to notify the client of any changes in written at least four weeks prior to their coming into effect.

## 6. Other Costs

6.1 The client has to pay for additional costs due to client's desired sports and/or training workouts.

6.2 The client also accepts the costs for a doctor, a physical therapist, a nutritionist, etc., that are consulted for the holistic care, in the amount of billing terms of the respective service provider. 6.3 In case of using alternative training services and facilities (eg child care, training care while traveling etc.), separate tariffs will be arranged as a preliminary point.

6.4 If inshape personal training buys products (sporting goods etc.) by order of the client, these articles will be property of inshape personal training until the full payment of the client.

## 7. Inability To Come and Cancellation

7.1 If the client is unable to attend, he will have to cancel the appointment not later than 24 hours before the start of the training. Otherwise, the agreed fee for the booked training session will be billed in full.

7.2 Training sessions can be transferred indoor or can be postponed as agreed due to unforeseen circumstances (weather conditions etc.) that might endanger training sessions or render them impossible. Both Personal Trainer and client decide mutually on the realization.

7.3 An equivalently qualified trainer can assume the care in exceptional cases (sickness, vacation time, etc.) by prior arrangement with the client.

## 8. Claims for Compensation

8.1 There are no claims for compensation in case of a short-time cancellation of the training by inshape personal training. Training sessions that are already paid will be credited or repaid by request.

## 9. Privacy Policy

9.1 The person-related data of the clients are stored by inshape personal training and used exclusively for the fulfillment of the prementioned performance object.

9.2 The stored data can be deleted by request and will be saved not later than 24 months. Apart from that, this is subject to regulations of the Federal Data Protection Act.

## 10. Secrecy

10.1 The client contracts into maintaining silence on any trade secrets and company secrets of inshape personal training. This also remains valid upon and beyond completion of the general agreement.

10.2 inshape personal training maintains silence on all information concerning the client that became acquainted during the training process. This also remains valid upon and beyond completion of the general agreement.

## 11. Other Agreements

11.1 Both Personal Trainer and client have a binding agreement concerning booked training sessions unless they were confirmed on both sides. This applies to all used communication tools, such as telephone, fax or email.

11.2 Both sides commit themselves to mutual loyalty. No side will neither speak negatively on the person or products or services of the other person nor harm his reputation and prestige.

## 12. Gutscheine

12.1 The redemption of a voucher and the resulting Personal Training are subject to the General Terms and Conditions.

12.2 The voucher itself is only a visualization of given away service without legal entitlement.

12.3 Each voucher has a unique number whereby the customer and payment receipt can be checked.

12.4 It is not possible to pay cash the value of the voucher.

12.5 Each voucher is valid for 1 year commencing with the expiration of the legal year the voucher was purchased.

## 13. Final Clauses

13.1 Changes, additions and side agreements must be in written form unless otherwise provided in these GTC. The requirement of written form applies to the waiver of the requirement of form.

13.2 The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The same holds true for possible omissions.

13.3 Place of jurisdiction shall be Hamburg. The law of the Federal Republic of Germany shall apply.

13.4 These Terms have been drafted in German and have been translated in other languages. In the event of any discrepancy between the German and the translated texts, the German text shall prevail and be used to solve doubts of interpretation.

## 14. Right of Withdrawal

### Cancellation Policy

You have the right to withdraw this contract within fourteen days without giving a reason.

The withdrawal period shall be fourteen days from the date of contract.

To exercise your right of withdrawal, you must inform me, inshape personal training Andy Preß, about your decision to revoke this contract by a clear statement (e.g. a letter send by post, fax or email) .

To safeguard the withdrawal period, it is sufficient that you send your message concerning the exercise of the withdrawal before the expiry of the withdrawal period.

The withdrawal shall be send to:

Andy Preß, Fliederbogen 38, 22941 Bargteheide

### Consequences of the Withdrawal

If you revoke this contract, I will have to repay you all the payments that I have received from you without delay at the latest within fourteen days from that day the message of your withdrawal of this contract has reached me. For this repayment I use the same method of payment that you used in the original transaction, unless you expressly arranged something different; on no account, for this repayment you will not be charged for fees.

### Termination of the Withdrawal

However, the right of withdrawal does not apply if and when the client has started to use the services provided by the personal trainer with the express consent before the end of the cancellation period.