



# MEMBERSHIP CONTRACT

The undersigned hereby registers for a course of the SPARTA Kids Academy in accordance with the following contractual conditions:

Surname: \_\_\_\_\_ Firstname: \_\_\_\_\_

Street / Nr.: \_\_\_\_\_ Mobile: \_\_\_\_\_

PLZ / Place: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Used for sending invoices

Surname, first name of parents or legal representative: \_\_\_\_\_

Course: **Kids Kickboxen NINJAS (8-12 years) - Adliswil**

Please study the training schedule and tick when your child can attend kickboxing training. can attend. Your child can attend a maximum of 6 training sessions. Please enter the subscription fees in the box below and circle the amount.

Sparta Kids NINJAGRUPPE training schedule		
Days	training time	tick
Monday	17:00 – 18:00	<input type="checkbox"/>
Tuesday	17:00 - 18:00	<input type="checkbox"/>
Wednesday	15:00 - 16:00	<input type="checkbox"/>
Wednesday	17:00 - 18:00	<input type="checkbox"/>
Thursday	17:00 – 18:00	<input type="checkbox"/>
Friday	16:00 - 17:00	<input type="checkbox"/>
Saturday (parents separately)	08:30 – 09:30	<input type="checkbox"/>
Saturday (parents separately)	11:00 – 12:00	<input type="checkbox"/>

PRICES	1 MONTH	3 MONTH	6 MONTH	12 MONTH
1 TRAINING	130.-	290.-	480.-	720.-
2 TRAININGS	160.-	370.-	590.-	920.-
3 TRAININGS	180.-	430.-	680.-	990.-
4 – 6 TRAININGS	200.-	470.-	750.-	1'090.-

Subscription fees: \_\_\_\_\_ Fr. \_\_\_\_\_ per subscription term with prepayment

Course start: \_\_\_\_\_

contacted/ recommended by: \_\_\_\_\_

The legal representative confirms with his/her signature that he/she has read and understood the following general terms and conditions of contract and acknowledges them as an integral part of this contract.

Disputes arising from this contract shall be governed Swiss law shall apply exclusively.

Material, rates or other provisions:

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Place, date: \_\_\_\_\_ Signature (Parents): \_\_\_\_\_

By signing, you confirm that you have read and understood the General Terms and Conditions of Contract. The General Terms and Conditions of Contract are shown on the reverse side and are available on the website at all times

Please read the reverse side

# General terms of contract

## 1. Subject of the contract

The following terms apply to contracts with the Sparta Kids Academy GmbH as well as with the Sparta Fight & Fitness Academy GmbH. In the following, the name Sparta Academy is used, this applies to the conclusion of a contract with Sparta Kids Academy GmbH as well as with Sparta Fight & Fitness Academy GmbH. The Sparta Academy offers different courses and services. The subject of the contract depends on the booked course or service. All other courses and services are not included in the membership fee. Sparta Academy reserves the right to change course days and times.

Sparta Academy allows participants to keep a training place free for the duration of the course. The courses are led by experienced trainers. Participants undertake to always comply with the General Terms and Conditions and the Code of Conduct at all times and to follow the instructions of the trainers.

## 2 Conclusion and duration of the contract

The contract between the participant and the Sparta Academy is concluded online or in writing with the signature of the participant or his/her legal representative. Anyone who has been convicted of an offence against life and limb must submit an extract from the criminal record no older than 3 months when concluding the contract.

The contract between the Sparta Academy and the participant for a group course is concluded for an indefinite period of time and is automatically renewed for a further course period if it is not cancelled in due time in accordance with point 5. Non-payment of the subscription fee does not constitute cancellation.

Contracts for other services end when all booked services have been provided and do not require cancellation.

## 3. defaults in performance

If the fulfilment of the subject matter of the contract becomes impossible for reasons for which the Sparta Academy is not responsible, the participant has no claim to either a refund of fees or compensation for damages.

In case of gross or repeated violations against the Code of Conduct and/or against instructions of the trainers, the participant can be suspended from the training without any claim for reimbursement of fees and/or compensation of damages on the part of the participant.

The obligation to pay the fee exists regardless of the participant's actual use of the group classes offered by Sparta Fight. There will be no refund of fees for missed group classes. Provided there is no arrears of payment, group classes can - if possible - be made up for longer periods of absence with written excuse, stating the reason for the absence. Sparta Academy accepts the following reasons: Illness of at least 2 weeks with a doctor's certificate / Professional absence / Occurrence of pregnancy / Performance of civic duties (such as military service). Any prolonged absence must be communicated to the Sparta Academy management by e-mail. The subscription can be put on "pause" status in consultation with Sparta Academy. Group lessons not taken and paid for can - if possible - be made up at a later date.

Other booked services such as personal training, booked massages or nutritional consultations must be cancelled 24 hours in advance. If the cancellation is not made in time, the participant will be charged for the missed appointment and cannot be made up. Cancellations less than 24 hours in advance will only not be charged in justified cases (e.g. medical emergency).

## 4. terms of payment / delay

The subscription fee for booked group courses is due for payment before the start of the course. Other services are due upon conclusion of the contract. In the event of late payment, the participant will be in default without a reminder. For invoices, the deadline is 20 days.

A handling fee of 25 Swiss francs per instalment will be charged. In the event of late payment, the participant shall be in default without a reminder. In the event of default, Sparta Academy will set the participant a period of grace. If the participant fails to pay within this period, the entire remaining debt will become due for payment immediately.

In any case, interest on arrears will amount to 8%. In the event of default, an expense allowance of CHF 50 will be due.

## 5. Cancellation

Cancellation must be made in writing (letter/e-mail), at the latest 30 days before the end of the agreed course duration (receipt). For a course duration of one month, a notice period of 10 days applies in the first month. Cancellations in any other form, such as SMS, Facebook etc. will not be accepted. If the cancellation is not submitted in time, the participant will owe the Sparta Academy the full subscription fee. Prices are subject to change in the event of a change to a different course period.

## 6. accident/liability insurance

Participants are not covered by accident or liability insurance with Sparta Academy. It is the responsibility of each participant to ensure that they have sufficient insurance cover. Sparta Academy cannot be held liable for any injuries.

By signing these conditions, the participant confirms to be in good health. Should any impairments/restrictions exist, the Sparta Academy or the course leader must be informed immediately.

## 7. exclusion of liability

The Sparta Academy is not liable for damages/injuries incurred by the participant in connection with the courses. As far as legally permissible, Sparta Academy excludes all liability for direct and indirect damage. Furthermore, Sparta Academy accepts no liability for theft, loss or damage to valuables, clothing or other items.

## 8. company holidays/change of course offer

We reserve the right to reduce the number of courses offered during five weeks of the summer holidays and two weeks over Christmas/New Year and on public holidays. During two weeks over Christmas/New Year we reserve the right to take a holiday and not offer children's courses during the school holidays. Participants will be informed of any changes in good time. We reserve the right to make changes. Participants are not entitled to a refund in the event of a reduction in the number of courses or training times.

## 9. training outside the courses

Participants under the age of 18 are not permitted to train independently outside of classes. Sparta Academy may allow selected members to use the premises outside of opening hours. Use of the premises for independent training, both during and outside of opening hours, is at your own risk.

## 10. consent to the use of visual material

For the social media and internet presence of the Sparta Academy, picture material of courses may be created. Participants may be depicted as part of the course group on this published visual material. By signing these terms and conditions, the participant expressly agrees to the publication of such visual material; the right to expressly revoke this consent is reserved.

## 11 Miscellaneous

The place of jurisdiction is Bremgarten. Amendments to this contract must be made in writing in order to be valid. Should parts of this contract be or become invalid, the remaining conditions shall remain unaffected. The invalid provision shall be replaced by the corresponding statutory law.