

General Terms and Conditions (GT&C)

Membership

1. A membership contract exists between McHugh's Mini Gym ("Provider") and the signatory. The contract can be entered into in writing, verbally or implicitly through participation in training and is valid for the agreed duration. This applies equally to individual lessons (coaching), private training (the member trains alone), and trial training.
2. The minimum age to enter into a membership contract is 18 years. In the case of minors, the contract must be entered into by a legal representative. We reserve the right to check a document of identity.
3. After entering into the contract, the registered person becomes a member for the agreed period ("member"). As such, the membership fee based on the chosen offering becomes due.
4. The membership is not transferable.
5. Participation in training, which is for members only, is permissible only after payment of the membership fee.
6. The training schedule is coordinated by the provider based on the members wishes. The training plan will be communicated in a timely fashion. The provider reserves the right to make any necessary adjustments to the training plan.
7. We reserve the right to cancel individual training days without any reimbursement.
8. Failure to use the training facilities or to attend classes does not entitle the member to reimbursement of the fee.

Criminal Record, Violent/Capital Crimes

9. Membership is denied to persons who have criminal convictions for violent and/or capital crimes. The signatory confirms that they have no criminal record for crimes against life and limb (homicides, bodily harm, etc.), and that no corresponding court cases are in progress at the time of contract signature. Upon request, a current excerpt of the criminal record or a police certificate of good conduct must be presented within 10 days.

In the following cases, the provider can cancel the membership without the member being entitled to a refund of the membership fee:

- a. In the event of failure to submit a current excerpt of the criminal record or a certificate of good conduct on request
- b. In the event of incorrect information or concealment of relevant facts

Agreement Renewal, Cancellation and Price Changes

10. Membership is renewed automatically after the expiry of the duration of the course chosen at the time of contract signature. Exceptions are private lessons and individual trainings.
11. Membership can only be cancelled at the end of a course. The cancellation must be sent to the provider no later than 30 days before the end of the course, either by registered letter or in person.
12. The provider reserves the right to agree to an early termination of the contract in exceptional cases, such as a change of residence, long illness or accident. Alternatively, the course can be temporarily suspended.
13. If prices change during the duration of the membership, the new prices will be charged only from the beginning of the next automatic renewal. Before a price increase, the provider communicates the corresponding details to the member in writing, and the member can withdraw from the subsequent contract extension within a 30-day period.

Gym Rules

14. The member agrees to comply with instructions given by the owner and with the Gym rules published in the training facility. Repeated or gross violations result in the termination of the membership contract without any right to a refund of the fee on the member's part.

Liability

15. Any liability on part of the provider and its owner or instructors is excluded. This applies to training as well as to any additional offerings or competitions. The provider recommends wearing appropriate sports equipment, such as lifting shoes and a properly fitted weightlifting belt when appropriate.
16. It is the responsibility of the member or their legal representative to acquire appropriate insurance.
17. The provider is not liable for the loss of personal items.

Final Provisions

18. The member confirms that he/she has no physical ailments or illnesses, and that no medication is being taken that would prohibit his/her participation in training.
19. Should one or more provisions of the member contract or the General Terms and Conditions be declared invalid or not applicable by a judicial decision, it shall have no impact on the validity or applicability of the remaining provisions.
20. The provider reserves the right to change the General Terms and Conditions at any time.
21. Swiss law applies. Place of jurisdiction is Zurich.
22. In case of a deviation in meaning of the General Terms and Conditions in English from the German version, the German version shall apply.