

## GENERAL TERMS AND CONDITIONS (AGB)

(as of 1 May 2022)

The General Terms and Conditions (AGB) of Nanea Pilates, Vietta Provizel 2, 7505 Celerina, apply to all offers made by Nanea on its premises and at other venues of Nanea. The AGB can be viewed on Nanea's website and are an integral part of all subscriptions and customer contracts. The customer's acknowledgement of these AGB will be confirmed by a signature on the health questionnaire and deposited with Nanea.

### REGISTRATION

The registration for a group lesson or a course/workshop is done via the timetable on the Nanea website. Registrations are generally binding. New customers register once via the fitogram booking system and then gain access with a login and password to register for all offers. Each registration will be confirmed by e-mail.

*Group lessons:* In principle, registrations are possible up to 2 hours before the start of a lesson. A limited number of spots are available. If this is reached, the customer will be placed on a waiting list and will be informed immediately if a spot becomes available and he can move up.

*Workshop/Course:* Registration for a workshop or course is possible until 24 hours before the start of the course, unless otherwise stated. A limited number of spots are available. If this is reached, the customer will be placed on a waiting list and will be informed immediately if a spot becomes available and she/he can move up.

*Private lessons:* Private lessons (personal trainings) cannot be booked via the website. Please contact Nanea by phone or [e-mail](#). Nanea reserves the right to request the client's credit card as security for the booking/reservation of a private lesson.

### DEREGISTRATION (CANCELLATION POLICY)

*Group lesson:* The cancellation of a group lesson for which the customer was already registered is possible online only up to 2 hours before the lesson starts (unless otherwise stated) and does not incur any costs. If a cancellation is made in less than 2 hours time before the lesson starts (e.g. verbally or by SMS) or if the customer does not show up, the lesson will be charged in full.

*Course/workshop:* Cancellation or rebooking of a course/workshop must be made in writing via [e-mail](#). The following cancellation fees apply:

- Cancellation up to 7 days before course start or rebooking: Contribution towards expenses of CHF 50.
- Cancellation less than 7 days before the start of the course, in case of cancellation or non-appearance: 100% of the course fee.

*Private lesson:* The cancellation of a private lesson must be done up to 24 hours before the agreed date and does not entail any costs. In case of a short-term cancellation or no-show, the private lesson will be charged in full.

Course fees can only be refunded in the event of pregnancy, illness or accident and only upon presentation of a medical certificate. Nanea reserves the right to refund the course fee to the customer in the form of a credit.

### TRIAL LESSON

A trial lesson can only be purchased once per person and is intended for participants who have not yet attended regular lessons at Nanea and do not yet have a subscription.

### VALIDITY OF SUBSCRIPTIONS

Subscriptions must be paid within 10 days of the date of purchase. They are personal and only transferable in exceptional cases. To transfer a subscription, please apply via [e-mail](#). Subscriptions cannot be cancelled.

Subscription validity:

- 10x subscription: valid 4 months
- 20x subscription: valid 8 months
- 30x subscription: valid 12 months

The validity of a subscription starts with the date of the first booking.

In the event of illness or accident and upon presentation of a medical certificate, the validity period of a subscription can be extended. The same applies to longer journeys or for compelling professional reasons. Extensions must be requested in writing via [e-mail](#) and before the start of the absence. There is no general entitlement to an extension. Retroactive renewals of subscriptions are not possible.

In the event of pregnancy, accident or prolonged illness, the subscription can be cancelled until the resumption of training.

### PREGNANCY

Unused lessons from a 10x or 20x subscription for the prenatal course «Bewegte Schwangerschaft» can be redeemed within 12 months after birth. If desired, the remaining lessons can be credited to a new course (e.g. the postnatal course «Pilates Rückbildung»).

### PRIVATE LESSONS

Agreed dates for private lessons (personal trainings) are binding. If they are not cancelled at least 24 hours in advance or if the customer does not appear, the full amount will be charged.

### HEALTH INSURANCE COMPANIES

Nanea is active member of the «Berufsverband für Gesundheit und Bewegung Schweiz, BGB» as well as «Fitness-Guide» certified and thus recognised by health insurance companies. Many health insurance companies make a contribution to the subscription and course fees. A confirmation for the health insurance company to reimburse the costs can be ordered via [e-mail](#) from Nanea. Confirmations are issued retroactively or after the subscription has finished.

### CHANGES OF THE OFFER

Changes in the timetable and trainers can be made at any time. Lessons can be held by a substitute without prior notice. This does not entitle the participant to a refund.

If the number of registrations is too low, Nanea can postpone or cancel a lesson, course or workshop. Course fees already paid will be refunded in full in this case. Should course dates or offers change, participants who have already registered will be notified immediately.

### ABSENCE OF TRAINER / COURSE LEADER

If a trainer is prevented or ill, Nanea will endeavour to organise a replacement for the offer in question. If this is not possible, Nanea reserves the right to cancel the lesson or the course/workshop.

The cancellation of a group lesson does not entitle the participant to a reduction of the membership fees or to an extension of the subscription.

### HOLIDAYS / HOLIDAYS / FURTHER EDUCATION

Nanea reserves the right to close the studio for holidays or further education of the trainers. This will be published early on the website and/or announced by newsletter.

If the studio remains closed due to holidays or further training, the subscriptions are automatically extended by the duration of the closure.

On public holidays there will be no group lessons, in this case the subscriptions will not be extended.

Nanea Pilates reserves the right to adjust or reduce the offer in the off-season.

### INSURANCE / LIABILITY

Insurance is the responsibility of the customer. Nanea is not liable for accidents, theft, damage to property or personal effects.

Each customer bears full responsibility for himself/herself and is therefore responsible for adequate insurance coverage.

### DATA PROTECTION

The protection of privacy is very important to Nanea. Personal data will therefore not be disclosed to third parties and will only be used for the desired purposes.

You can download our complete privacy policy from our website.

COURT OF JUSTICE

Swiss law applies to all legal relationships. Place of jurisdiction is St. Moritz.

BANK ACCOUNT

Graubündner Kantonalbank, 7002 Chur

IBAN: CH41 0077 4010 3650 8730 0

Account: 10 365.087.300

SWIFT/BIC: GRKBCH2270A

BC No.: 774

In favour: NANEA Pilates, Franziska Clavadätscher, Vietta Provizel 2, 7505 Celerina

CONTACT

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