

GENERAL TERMS AND CONDITIONS (AGB)

(as of 1 March 2023)

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 client contracts. The client'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 made through the booking system Eversports (via timetable on the Nanea website or Eversports app). Registrations are generally binding. New clients register once via Eversports and then gain access with a login and password to register for all offers. Each registration will be confirmed by e-mail.

Group lessons: Registrations are generally possible up to 2 hours before the start of a lesson. A limited number of spots are available in each group. Once this number has been reached, the client has the option of being placed on a waiting list. If a spot becomes available, the client receives a push notification via the Eversports app and can then decide whether or not to book the spot that has become free. There is no automatic transfer from the waiting list.

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 in each case. Once this number has been reached, the client also has the option of using the waiting list function.

Private lessons: Private lessons (personal trainings) cannot be booked via the website or app. Please contact Nanea by phone or <u>e-mail</u>. Nanea reserves the right to request an advance payment for the booking/reservation of a private lesson.

CANCELLATION (CANCELLATION POLICY)

Group lesson: Cancellation of a group lesson is possible free of charge up to 24 hours before the start of the lesson (unless otherwise stated). If the cancellation is made at shorter notice or if the customer does not show up, the lesson will be charged.

Course/workshop: Cancellation or rebooking of a course/workshop must be made in writing via <u>e-mail</u>. Unless otherwise stated, 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 no-show: 100% of the course fee.

Private lesson: Cancellation of a private lesson up to 24 hours before the agreed date will not be charged. Cancellations at shorter notice or no-shows 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 client in the form of a voucher.

TRIAL LESSON

A trial lesson can only be purchased once per person and is reserved 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 <u>e-mail</u>. 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 <u>e-mail</u> 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 client does not show up, 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 <u>e-mail</u> 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 client. Nanea is not liable for accidents, theft, damage to property or personal effects.

Each client 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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