

GENERAL TERMS AND CONDITIONS

As of: April 2021

1. TERM DETERMINATIONS / SCOPE

Under the name „Meridian Spa & Fitness“ high-quality fitness and wellness facilities (hereinafter clubs) are operated by different companies of the Meridian Group at several locations in Germany. These General Terms and Conditions apply to the contractual relationship between the customer (hereinafter a member or you) and the Meridian company mentioned in the membership contract (hereinafter Meridian or we).

2. SERVICES OF MERIDIAN

The admission fee is used to set up your customer data, set up the payment transactions and the first training or usage briefings. The current monthly contributions include the possibility to use the existing sauna and training facilities, as well as to participate in the courses offered to the selected extent. The services we offer as special services with additional prices (personal training, face & body treatments, solarium, gastronomy and additional contracts) are not included in the contractually agreed services. Each time you visit a club, you must present your membership card.

3. CONTRACT TYPES / USAGE PERMISSIONS

We offer different membership categories with different local and time usage sizes. Your club will inform you about the facilities available to you and when you can use them. We will inform you of the restrictions when you become a member of us or change your membership category. All information can also be found on our website.

4. CONTRACT TERMS / TERMINATION

4.1 Terms and conditions and start of contract

We offer first contract terms of 12 or 3 months. The calculation of the selected contract term specified in the contract begins on the day referred to in the contract as the beginning of the contract.

4.2 Contract extensions/notice period

Contracts with a first contract term of 12 months may be terminated by both parties, subject to a notice period of three months at the end of the first term of the contract. If the contract is not terminated during the first term of the contract, it shall automatically be renewed tacitly for an indefinite period, unless it is terminated at the end of the month, subject to a notice period of 3 months. Contracts with an initial term of 3 months may be terminated by both parties with a notice period of 1 month at the end of the first term of the contract. If the contract is not terminated during the first term of the contract, it shall automatically be renewed tacitly for an indefinite period, unless it is terminated with a notice period of 1 month at the end of the month.

4.3 CompanyFitness Special Conditions

If a reduced monthly contribution is granted for a contract on the basis of a framework agreement with a company fitness partner, we shall have the right to reduce your discount on the monthly contribution or to refuse it in the event of a non-achievement of the number of members from its employees guaranteed by the Company Fitness Partner, without giving you a special right of termination. The same applies in the event that the agreement with the company fitness partner ends or you are no longer entitled to company fitness conditions due to a change of employer.

4.4 Form of terminations

Terminations must be at least in the text form.

4.5 Calculation of time limits

The payment of the notice of termination to the other contracting party shall be decisive for the calculation of the time limit in the event of a termination.

4.6 Extraordinary termination option

The two-way right to an extraordinary termination of the membership contract for important reasons in accordance with the statutory provisions remains unaffected by the above provisions. You are entitled, among other things, to an extraordinary dismissal, provided that you have indicated an existing unemployment period, as a result of which a rest period has been granted for a period of 18 months and the unemployment period lasts beyond that period.

In the event of an extraordinary termination by us culpably caused by you, we shall be entitled to a lump sum compensation of 50 % of the membership fees that would have been payable for the remaining term of the contract, provided that the contract had not been terminated. They are free to prove that damage has not been caused at all, or only to a much lesser extent than the flat-rate damage. In the latter case, only the proven damage must be reimbursed.

5. CONTRACT AND PLANT EXCHANGE OPTIONS

We will be happy to inform you about the possibilities to change your membership category or your contractually selected facility in your club.

6. CONTRIBUTION PAYMENT / PAYMENT

The admission fee as well as the first pro rata monthly fee, if any, are due at the conclusion of the contract. The monthly fee shown in the contract is due for payment in advance on the 1st of each month. The monthly contribution will be paid by SEPA direct debit on the 3rd bank working day. If the direct debit is not redeemed for reasons for which you are responsible, we are entitled to charge you the associated direct debit fees of the banks, which will be collected with the next direct debit.

7. RESTING THE MEMBERSHIP

7.1 Contracts may be concluded on a reciprocal basis at your request in the following cases and with appropriate proof of a period to be determined in advance for a period of at least one full month: in the case of professional absence (activity outside the metropolitan region of the chosen club for at least one month; Proof by employer confirmation or similar required in advance), in case of school-related absence of at least one month (school attendance / study outside the metropolitan region of the chosen club; Proof of the educational institution required in advance), in the case of proven illness, which prevents the use of all contractual services by us and in case of proven pregnancy.

7.2 If a rest period agreement is concluded, the rest period regulation interrupts the expiry of the agreed contract period. After the end of the rest period, the contract continues with the remaining term, which existed at the beginning of the retirement agreement.

7.3 An extraordinary right of termination in accordance with the statutory provisions remains unaffected by these regulations.

8. SUPPORT GUARANTEE / SPECIAL SERVICE RIGHT

Both contracting parties may assert a special right of termination within the first 14 days after the start of access. If the special right of termination is made use within the aforementioned period, the contract ends upon receipt of the special termination by the other contracting party. The admission fee and, if applicable, in advance monthly contributions will be refunded pro rata. New entry at changed conditions is possible at the earliest eight weeks after receipt of the special notice.

9. HEALTH / LIABILITY

9.1 You are responsible for your health condition as well as for your physical strain. Our staff will assist you in your use of the club. The trainers create personal training plans on request and on the basis of your information.

9.2 A temporary, non-significant failure of training operations or a temporary, non-significant closure of sections of a club for operational reasons or a day-to-day closure of an entire club does not entitle you to a reduction in membership fees. It also does not result in a right to a refund of membership fees, to the granting of a rest period or to an extension of membership.

9.3 For the loss of membership cards, keys, chip bracelets and parking cards handed out by us, we charge 25,00 € (key or chip bracelet), 15,00 € (parking card) and 10,00 € (membership card).

10. TRANSFER OF RIGHTS

Your rights under the contract can only be transferred with our express consent.

11. COMMUNICATION

Changes to your name, address and bank details must be notified to us immediately.

12. NOTICE OF DISPUTE SETTLEMENT PURSUANT TO SECTIONS 36, 37 (VSBG):

We will not participate in a dispute resolution procedure before a consumer arbitration body within the meaning of the VSBG and are not obliged to do so. However, the Law on Alternative Dispute Resolution in Consumer Matters requires that we nevertheless refer to a consumer arbitration body responsible for you. A competent consumer arbitration body is: General Consumer Arbitration Office of the Centre for Conciliation, Strasbourg erR 8, 77694 Kehl am Rhein, phone 07851 / 795 79 40, fax 07851 / 795 79 41, www.verbraucher-schlichter.de, e-mail: mail@verbraucher-schlichter.de