

Terms and Conditions

Jacqueline Michaud, Zentrum für Personal Training

1 Scope of services

- 1.1 Jacqueline Michaud, Zentrum für Personal Training, undertakes to provide the Client with targeted and individualized training and healthcare support.
- 1.2 Unless any other terms have been agreed, the training and healthcare support can be delivered only to the Client in person.
- 1.3 The agreed training and support services shall be understood as a contractual agreement within the meaning of the Swiss Code of Obligations.

2 Training and therapy

- 2.1 The duration of a training session is 55 minutes, unless otherwise agreed.
- 2.2 The type, scope, goals and location of each session will be agreed upon, or ascertained beforehand, with the Client.

3 Liability

- 3.1 Jacqueline Michaud, Zentrum für Personal Training, shall deliver the agreed services with due diligence and shall be liable for any damages incurred by the Client to the extent that their direct cause is a proven intentional or grossly negligent breach of contractual obligations, or other duties of care, by Jacqueline Michaud, Zentrum für Personal Training. Insofar as it is legally permissible, any further contractual or legal liability is expressly excluded.
- 3.2 Jacqueline Michaud, Zentrum für Personal Training, shall not be liable over and above the delivery of the agreed services for any failure by the Client to achieve the goals set by the Client upon entering into this contract.
- 3.3 Should the Client make use of the services of other companies or persons during the period of this contract's duration, he/she does so at his/her own risk. Jacqueline Michaud, Zentrum für Personal Training will not accept any liability or warranty for goods or services rendered to the Client.
- 3.4 The Client is responsible for insuring himself/herself against any accidents or injuries that may be sustained in the course of the training. The same applies to the direct route to and from the training location.

4 Terms of payment

- 4.1 The invoice for the booked training sessions is issued in advance. The amount due is to be paid in cash or by bank transfer within 10 days of the date of the invoice.
- 4.2 The current price list applies. Jacqueline Michaud, Zentrum für Personal Training reserves the right to make adjustments to the price list. However, current agreements will not be affected by any such adjustments.

5 Further costs

- 5.1 Should further costs arise as a result of the services requested by the Client (entrance fees, venue rentals, flights, etc.), these shall be borne by the Client.
- 5.2 If the training location is situated further than ten kilometres outside Zug by car, a flat rate of CHF 0.60 per kilometre will be charged, unless otherwise agreed with the Client. In addition, the travelling time may also be charged. However, the exact terms will be agreed with the Client in advance.
- 5.3 The costs for consulting a doctor, physiotherapist, nutritionist or similar, in order to provide the Client with further healthcare support, shall be borne by the Client.
- 5.4 Should Jacqueline Michaud, Zentrum für Personal Training, provide any other training or services (e.g. training services during trips, etc.), separate rates will be agreed upon in advance.

- 5.5 Should Jacqueline Michaud, Zentrum für Personal Training purchase products (sports articles etc.) on behalf of the Client, the goods shall remain the property of Jacqueline Michaud, Zentrum für Personal Training until payment for the item has been received in full.

6 In the event of late arrival, inability or failure to attend

- 6.1 Should the Client be prevented from attending, he/she must notify the Zentrum as soon as possible, but no later than 24 hours before the beginning of the session. Failure to do so will result in the full amount for the booked training session being charged. This does not apply in case of accidents or death in the family.
- 6.2 Should the training session be delayed due to unforeseeable circumstances (weather conditions, etc.), or should it be too dangerous or not possible to hold, the training session will be postponed by mutual agreement. As a general principle, decisions are made in mutual agreement with the Client. In the event of late arrival for which the Client is responsible, the booked training session period cannot be extended.

7 Claims for compensation

- 7.1 In case of a cancellation of the session by Jacqueline Michaud, Zentrum für Personal Training, no claims for compensation can be made. Sessions that have already been paid for will be credited or refunded upon request.

8 Data Protection and Confidentiality

- 8.1 The Client's personal data shall be used by Jacqueline Michaud, Zentrum für Personal Training solely for the purpose of fulfilling the aforementioned scope of services.
- 8.2 Jacqueline Michaud, Zentrum für Personal Training shall maintain absolute confidentiality with respect to all the information provided by the Client that becomes known during the provision of the training and support services, including after the termination of the contractual relationship.

9 Other agreements

- 9.1 Both parties recognize agreements and arrangements regarding the booking of services as binding, provided that they have been confirmed by both parties. This applies to all methods of communication used, including telephone or e-mail.
- 9.2 Both parties undertake to be mutually bound by loyalty and shall under no circumstances make negative comments about the other party's person, or products, or services, or impair the other party's reputation and good name.

10 Concluding provision

- 10.1 Unless otherwise stipulated in these Terms and Conditions, amendments, addendums and additional agreements must be made in writing in order to be valid. The written form requirement shall also apply to any waiver of this formal requirement.
- 10.2 Should any of the preceding provisions be invalid or unenforceable in law, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, a suitable legally enforceable substitute provision that comes as close as possible to the same commercial outcome shall be agreed by mutual consent.
- 10.3 The place of jurisdiction is Zug. Swiss law shall apply.