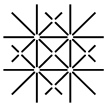


General Terms and Conditions for the Unisport Fitnesscenter

1. All persons aged 18 or over and who fulfil the university sport conditions of participation are authorized to use the Unisport Fitnesscenter.
2. The fitness subscription agreement (hereinafter "subscription") is concluded in writing between the Unisport Fitnesscenter and the member. The subscription includes the use of fitness equipment, the shower rooms and locker rooms, as well as training consultations. Depending on the type of subscription, a different number of training consultations are included (12-month membership: 4 consultations, 6-month membership: 2 consultations, 3-month membership: 1 consultation). Any unused consultations are non-refundable and cannot be transferred to a subsequent subscription. All other services provided at the Unisport Fitnesscenter are not included in the subscription and must be booked separately.
3. Access to the Unisport Fitnesscenter as well as the opening and closing of the lockers in the locker rooms is by means of an activated chip wristband or a chip sticker (hereinafter "access medium"). Members use their access medium to check themselves in and out. An access medium is provided free of charge together with the first subscription. If the subscription is extended, the existing access medium can continue to be used once it has been updated accordingly by the Unisport Fitnesscenter. Members are not entitled to a new access medium when they extend their subscriptions. An additional access medium can be obtained for a fee (as per the price list). Defective access media will be replaced free of charge. In the event of loss, a new access medium must be purchased for a fee (as per the price list).
4. The access medium is for personal use and is not transferable. The Unisport Fitnesscenter reserves the right to carry out admission checks. By concluding a subscription, the member gives consent to a digital photo being taken to enable visual admission checks. This photo is used for the sole purpose of controlling access to the Unisport Fitnesscenter. Misuse of the access medium can lead to termination of the subscription without notice. In addition to this, a ban on entering the premises can be imposed. The right to pursue a criminal prosecution remains expressly reserved.
5. Members with a time-restricted subscription who exceed the stipulated time limits are required to pay an additional charge as per the price list when checking out. This charge applies from the first minute each time the permitted time is exceeded.
6. Check-in and check-out, as well as details of any items purchased, are stored electronically. The member has no access to this data, but the information can be made available upon request, for example also in order to have health insurance contributions refunded or for use as receipts.
7. The member is obliged to follow the instructions of the Unisport Fitnesscenter staff and to strictly adhere to the rules and regulations, for example the provisions on hygiene and mutual consideration. The rules and regulations are an integral part of the subscription. Gross or repeated violations of these general terms and conditions for the Unisport Fitnesscenter or the rules and regulations can result in the subscription being terminated without notice. In addition to this, a ban on entering the premises can be imposed.
8. The Unisport Fitnesscenter assumes no liability for any damage resulting from an accident, injury or illness. The member is responsible for taking out appropriate insurance.
9. The Unisport Fitnesscenter is not liable for personal belongings, for example clothing, valuables, electronic devices or money, or for any defects in personal belongings. Liability is also excluded for items not securely stored in the locker rooms or for items otherwise left in the Fitnesscenter and at the reception desk. The member is responsible for taking out insurance covering personal belongings.
10. The Unisport Fitnesscenter is open daily at the times shown on the website with the exception of public holidays, or where closure is necessary for operational reasons such as maintenance, cleaning or alterations. Where closures are necessary for operational reasons, the member is not entitled to a refund or an extension of the subscription. The Unisport Fitnesscenter may also amend what is offered and the hours of operation at any time. In the event of a reduction in what is offered or in the hours of operation, the member is generally not entitled to a refund.
11. Where a valid reason exists, for example illness, pregnancy, accident, military service, academic exchange, the subscription can be paused for a period of three to a maximum of nine months. Vacations are not considered a valid reason for pausing the subscription. The time credit will be added on to the end of the existing subscription. An application to pause the subscription must usually be submitted to the Unisport Fitnesscenter before the period of absence together with appropriate confirmation or supporting documents. The request to pause a subscription retroactively is only possible in the case of illness or accident and must be submitted within 10 days of the end of the period of inability to exercise as certified by a doctor. Applications submitted after this time will not be considered. An administrative fee will be charged as per the price list.



12. Non-use of the facilities does not entitle the member to a reduction in or refund of the subscription fee. On application to the center management of the Unisport Fitnesscenter, a valid subscription can be transferred to a non-member as long as the new member fulfills the university sport conditions of participation and belongs to the same category of persons. A transfer fee will be charged in accordance with the price list and is payable in advance.

13. A partial refund can only be provided in cases of hardship, for example long-term illness, pregnancy, accident or a change in place of residence beyond a 50 km radius of the city of Basel (approval by the center management of the Unisport Fitnesscenter). The required confirmation, for example a medical certificate or a certificate of registration of place of residence, is to be submitted together with the written request for a refund.

The partial refund of a subscription fee is only possible in the case of an annual subscription. There is no entitlement to a refund for shorter subscriptions.

Calculation of the refund amount

- In the first month: refund of 50% of the annual subscription fee *
- In the second month: refund of 41.6% *
- In the third month: refund of 33.2% *
- In the fourth month: refund of 24.9% *
- In the fifth month: refund of 16.6% *
- In the sixth month: refund of 8.3% *
- After six months: no refund

* Based on the amount actually paid and subject additionally to an administrative fee as per the price list.

14. Account balances are forfeited 30 days after the contract expires if the funds are not reclaimed.

15. The booking of additional services provided by the Unisport Fitnesscenter and the purchase of items from the vending machines are binding. The fees for such additional services or the amounts paid for items purchased are non-refundable.

16. The member is entitled to renew the membership without interruption and thereby to extend the existing membership. This does not apply where the contract has been interrupted. A new subscription can only be purchased if the Unisport Fitnesscenter is not fully booked and the conditions of participation continue to be fulfilled.

17. With their signature, the member confirms that the registration form has been completed truthfully. Further, the member confirms that they have carefully read and acknowledge these general terms and conditions for the Unisport Fitnesscenter.

18. The member explicitly acknowledges that the Unisport Fitnesscenter reserves the right to amend the general terms and conditions for the Unisport Fitnesscenter, the rules and regulations and the price list. The currently applicable general terms and conditions, rules and regulations and price list are always those versions published on the website. No rights can be derived by the member from an amendment to the general terms and conditions, rules and regulations and price list.

19. The rights and obligations under the subscription may be assigned by the Unisport Fitnesscenter to a legal successor. The relocation of the Unisport Fitnesscenter within the city is not grounds for early termination.

20. If any provision in this contract is determined to be invalid or unenforceable, this will have no effect on the applicability and enforceability of the remaining provisions of the general terms and conditions for the Unisport Fitnesscenter.

21. These general terms and conditions for the Unisport Fitnesscenter are subject to Swiss law. Place of jurisdiction is Basel-City.

Current as of April 2025