

User contract for the fitness health centre TV-Vital for members of TV 1848 Erlangen e.V

between TV 1848 Erlangen e.V., Kosbacher Weg 75, 91056 Erlangen and



First name:	Last name:
Street/house no.:	
Postal code:	Place:
Date of birth:	Phone:
E-Mail:	Mobile:
REQUIRED FOR YOUTHS:	
First name:	Last name:
	Date of birth:

Contract type (tick appropriate):

- | | |
|---|--|
| <input type="checkbox"/> Minimum duration of membership in TV-Vital:
Monthly fee Adults: | 12 months from beginning of initial minimum duration
37,00 € (incl. 7% VAT) |
| <input type="checkbox"/> Minimum duration of membership in TV-Vital:
Monthly fee Adults: | 6 months from beginning of initial minimum duration
44,00 € (incl. 7% VAT) |
| <input type="checkbox"/> Minimum duration of membership in TV-Vital:
Monthly fee Youths and students: | 6 months from beginning of initial minimum duration
29,00 € (incl. 7% VAT) |

Beginning of contract (beginning recoupment charges):

Beginning of initial duration (on 1st day of the following month) **End of initial duration**

- | | |
|---|--|
| <input type="checkbox"/> Service-charge Adults: | one-time 89,00 € (incl. 7% VAT) |
| <input type="checkbox"/> Service-charge Youths and students | one-time 45,00 € (incl. 7% VAT) |

This includes: Fitness-Check, Preparation of a training plan and first instructions, TGS-key* for Wellness-System-Training, Re-Tests, preparation of new plans. (terms valid from 01.01.2017)

I hereby declare my application for me / my child** for membership / user status in the fitness and health centre TV-Vital of TV 1848 Erlangen. Upon expiry, the duration will automatically be renewed by another month unless notice of termination is given 4 weeks to the last day of a month (please note other periods of notice for the main club).

I am a member of TV 1848 Erlangen e.V., am aware of its statutes and fully acknowledge its rules. I will immediately notify you of any change in my name or address and undertake to comply with the house rules. I confirm that my health allows me to do sports or will subject myself to a medical examination in case of doubt. With my signature, I bindingly register as a member. I also bindingly acknowledge the general terms and conditions listed on the overleaf.

Information regarding contracts for youths: by reaching legal age the contract type changes to adult status which influence the monthly fee, therefore the current lowest priced adult contract type is used. In that case, there is an extraordinary termination right for one month after reaching the legal age. Upon presentation of a scholar-, apprenticeship- or enrolment attestation the youth contract is valid until the end of the 26th year of life.

* Technogym system key (cost for new TGS key in case of loss / damage: EUR 19.00)

** For children and adolescents, all regulations of the contract for members / users refer to the participating child (s)

X _____ Date	X _____ Signature representative TV Vital of TV 1848 Erlangen	X _____ Signature of applicant / legal representative
------------------------	---	---

SEPA DIRECT DEBIT SCHEME (TV 1848 Erlangen - creditor ID: DE42ZZZ00000137438 – Mandate reference will be communicated separately)
Turnverein 1848 Erlangen e.V., Kosbacher Weg 75, 91056 Erlangen

I hereby authorise TV 1848 Erlangen to directly debit payments from my account. At the same time, I instruct my bank to cash the direct debits of TV 1848 Erlangen from my account. Note: Within eight weeks from the date of debit, I may demand reimbursement of the debited amount. The regulations agreed with my bank shall apply here. Please debit the amounts payable by me from my account when due (see GTC, point 6 on the overleaf):

Bankverbindung (Bitte immer ausfüllen!):	
IBAN:	
BIC:	Bank:
Account holder:	E-Mail:
Street/house no.:	
Postal code:	Place:

Date, Place: X _____	Signature: X _____
------------------------------------	----------------------------------

Kontoinhaber

General terms and conditions

1. Prerequisites for membership in TV-Vital of TV 1848 Erlangen

Only members of the main club may apply for additional membership in the fitness and health centre TV-Vital. Therefore, membership in TV-Vital requires prior membership in TV 1848 Erlangen e.V. Non-members of the department TV-Vital do not have access to the fitness and health centre TV-Vital. As a member of TV 1848 Erlangen, I am aware of the club's statutes and fully acknowledge its rules in relation to the payment of membership fees and termination. I am aware that termination of membership in TV-Vital does not automatically entail termination of membership in TV 1848 Erlangen. Conversely, termination of membership in the main club incidentally includes termination of membership in the TV-Vital, i.e. with termination of membership in the main club by notice, membership in TV-Vital automatically ends too.

2. Rights of members

Members are entitled to use all training facilities of TV-Vital during official opening hours. The opening hours will be announced by posting. We reserve the right to change the opening hours or our range of services. We also retain the right to close on public holidays, Christmas and New Year's Day. Such closing days will be announced by posting. Before the first training session, members will be instructed by an employee. This includes instructions on how to use the individual pieces of equipment. The new member will undergo a fitness check. The TGS key will become the property of the member. Instead of a trial training session, after signing the contract, members will be granted a 2-week training period during which the member may withdraw from the contract at any time. Notification of withdrawal must be received by TV-Vital in writing within 14 days from the beginning of the contract. However, there will still be the obligation to pay the one-time service charge (services see front page of the contract) in case of withdrawal.

3. Member's health

The member has been advised that he or she will be permitted to exercise only if his or her health allows him or her to do fitness training. An examination by a sports physician has been recommended / conducted. TV 1848 Erlangen e.V. will not be liable for any damage occurring to authorised users of the fitness and health centre TV-Vital through only negligent behaviour on the part of the club's employees. This shall not affect liability for intent or gross negligence. The fitness check does not replace any medical examination and is not intended to confirm the health fitness of the member.

4. Valuables and liability

As a matter of precaution, please store valuables or money in the lockable valuables compartments provided. For valuables or money not stored in these compartments, the liability of TV 1848 Erlangen will be limited to gross negligence or intent on the part of the club.

5. Force majeure

If it becomes impossible for TV-Vital to provide services for reasons beyond its control (force majeure), the member shall not be entitled to damages.

6. Calculation of membership fee / method of payment

The one-time service charge will be payable after instruction and signing of the contract. The membership fee shall be calculated on a pro rata basis after the calendar days from the date of commencement of the contract (see front page). The initial minimum time period shall commence after instruction on the first day of the following month. After expiry of the withdrawal period, the fee will be debited pro rata for the training period until the first day of the following month. The following monthly membership fees will each be debited by direct debit in advance by the 5th of the month (or the next possible business day). Since given the agreed prices, it is only possible to manage the TV-Vital with profit if all participants comply with their obligations in time, we will charge a late payment fine of 5 EUR, or at least the cancellation fee of the bank, for each charge back or reminder because of the additional cost and work in terms of personnel, material and bank cost incurred. Therefore, please inform the employees of TV-Vital immediately in writing of any change in address or bank details. If the rate of VAT currently valid is increased by law, the fees under the membership contract will increase accordingly.

7. Termination

The contract must, as a general rule, be terminated in writing. The contract shall be concluded for the selected initial time period (. (see front page). It may be terminated for the first time with a period of notice of four weeks to the end of the initial time (see front page). If the contract is not terminated with the prescribed period of notice, it shall automatically be renewed by another month. After the initial minimum duration, membership in TV-Vital may be terminated giving four weeks' notice to the end of a billing month at any time. In case of illness, members shall be entitled to extraordinarily terminate membership in TV-Vital if the member, due to the illness, will be permanently or for an unforeseeable period prevented from using the services of TV-Vital. The member's inability to do sports must be evidenced by a medical certificate showing that the member is unable to do sports permanently or for an unforeseeable period and state the reason.. If the member moves to a place more than 30 km away from Erlangen, the contract may be terminated also during the initial minimum duration giving 1 month' notice to the end of the month. A confirmation from the resident's registration office must be provided.

8. Suspension of membership

In the case of any illness with a duration of at least one month, the contract may be suspended for the duration of the illness subject to the provision of a medical certificate. In the case of business trips, membership may be suspended for one or several months. If a member is drafted to the Bundeswehr (German armed forces) or is pregnant, membership may be suspended for 12 months at the maximum. As a general rule, the suspension period is not counted towards the initial minimum period. This shall not affect the right to extraordinarily terminate the contract for cause (see termination). Any suspension period must be applied for in writing with TV-Vital at least 1 week (before the start of any month) in advance. This is possible from the first day of a month until the last day and may be applied for to cover several months. Any suspension periods subsequently applied for can expressly not be considered.

9. Miscellaneous

Whoever violates the rules of decency or the house rules will be banned from entering the house without leniency; however, the monthly fee must still be paid until the regular end of the contract. In order to guarantee the safety of your children, children are not permitted in the training facilities.

10. Validity of registration / data protection

Any additional oral agreements are not valid; any changes and/or amendments must be made in writing and signed by the parties. If any part of this contract is invalid or void, the remaining provisions shall not be affected. The invalid or void provision shall be replaced by the statutory regulation. Through his or her signature, the member acknowledges that the content of the contract shall be binding and agrees to the storage of his or her personal data exclusively for internal organisation purposes. The data stored will be subject to data protection.