

Terms and conditions of the Central Facility of University Sports (ZE AHS, UNIFIT and UNISPORTPARK) of the Technical University of Kaiserslautern

Only the German version of this document is legally binding, this document is intended to serve only as an aid.

1. Access Control/Electronic Access Control

In UNIFIT, Paul - Ehrlich - St. Building 27, 67663 Kaiserslautern, all registered persons, who have a right to use the appropriate area, are accepted. In the training area (1st floor) only people 18 and above are permitted.

Younger people between 16 and 18 require a written consent (application form) from a parent or legal guardian to use the training area.

Access to the facilities of UNIFIT is computer-controlled and fully electronic. It can therefore only be entered by those wearing a valid chip bracelet/chip card. The member must buy the chip bracelet at the beginning of the membership period. When using 10-day-tickets or a Base Card, a chip card must be purchased. Neither the chip bracelet nor the chip card is a deposit item. They are purchased for the use of the UNIFIT and may not be returned at the end of the contract. The price of the chip bracelet and chip card is noted on the form of agreement.

The UNIFIT chip bracelet or chip card is not transferable to others, neither is the membership itself. During a visit at the UNIFIT, the chip bracelet has to be worn visibly on the wrist.

If a chip card or bracelet is lost, UNISPORT must be informed without delay. It must be replaced with a new one in order to get authorized access again.

Permission to access UNISPORTPARK, Building 28, is possible with a valid TU Kaiserslautern student ID or a valid basic card (Basiskarte.)

Children and adolescents younger than 16 can only participate in classes which are especially designated for children.

2. Services

A base card is required to attend the university sports program of the UNISPORTPARK. This rule does not apply to outside excursions.

The course card (Kurskarte) includes the privileges of the basic card and allows you to join fitness classes on the ground floor of UNIFIT, including sauna and child-minding.

For some courses (s. www.unisport.uni-kl.de/Kursanmeldung) a special registration is required, according to the respective guidelines.

The UNIFIT card (UNIFIT-Karte) includes the privileges described above and, moreover, the training areas on the first floor (weight room and cardio machines).

From opening of the studio till 4 pm, the UNI-4-FIT card includes the offers of the UNIFIT card. Those staying longer at UNIFIT will be charged half the price of a UNIFIT day-card (corresponding to the respective membership status).

The Beverage-Flat (Getränke-Flat) or Bring-A-Friend privileges may be additionally booked, either directly when a membership is issued, or retroactively added to an existing membership.

All UNIFIT programs include childcare as long as space is available.

3. Beverage-Flat

Included in the Beverage-Flat (Getränke-Flat) are water, sparkling water and drinks from the dispenser for consumption during workout for the person signed up for the Beverage-Flat. The fee for the Beverage-Flat will be charged together with the monthly membership fee from the respective bank account when the Beverage-Flat-containing subscription is taken out, or when such a subscription is added to a membership. For the duration of the Beverage-Flat there are two options; the more affordable Beverage-Flat subscription is valid for the same duration as the respective Course-, UNI-4-FIT-, or UNIFIT- card, and is extended or cancelled as is the respective membership without the requirement of separate notice. A separate Beverage-Flat-Rate subscription (Getränkeflatrate-Vertrag) is to be booked for the more expensive option. This separate subscription can be canceled before the end of the respective month in writing, with 14 days notice. If the drinking flat is booked independently from a class or UNIFIT card, it can still be only used in combination with a valid card (10-day-ticket, preventive course, climbing card). The user is responsible for the punctual cancellation of the drinking flat fee when access becomes invalid (e.g. 10-day-ticket has expired or preventive course is completed).

4. Bring-A-Friend

Bring-A-Friend allows a UNIFIT-member (the bearer of a UNI-4-FIT or UNIFIT-membership) to bring an external guest on weekends. The external guest may, in the presence of the original member, make use of all offers available to the original guest, with the exception of courses requiring registration. The Bring-A-Friend option may be attained with the original membership or added after the original membership has been booked.

5. Opening times/House Rules

The UNIFIT gymnasium reserves the right to make reasonable changes to opening times and classes offered. This may especially include short-term or partial closures for repairs and maintenance. The house rules are always valid in their current published version. The user explicitly accepts that the house rules may be changed. He will be informed appropriately (e.g display, homepage). A member may reserve no rights from a change of the house rules or the standard form contract.

6. Extension of Agreement/Cancellation

The terms of the agreement (Course, UNI-4-FIT and UNIFIT card) will be extended by 6 months, unless the respective contract is terminated by either party before a notice period of 6 weeks prior to the end of the contract.

Additional Options such as the Bring-A-Friend or Beverage-Flat may also be canceled with an appropriate notice period before the end of the respective contracts.

For all cancellations a written notification is required.

There are only two reasons accepted for a special cancellation outside the notice period:

A change of residence which increases the distance from place of residence to the UNIFIT to more than 30 km; an official and current letter from the city council (not older than 6 months) must be surrendered.

A doctor's notice of unsuitability for sporting activity.

Special cancellations will be carried out at the end of the month in which the necessary documentation is surrendered to the UNIFIT and cannot be made retroactive.

Removal from the register of students is not a reason for cancellation of contract.

The confirmation of termination or suspension will only be sent via email. Therefore a valid mail address must be provided.

An upgrade from class card to UNIFIT card, from UNI-4-FIT to UNIFIT card or from a UNIFIT 6 months to a 12-/24-month-contract can be made at any time. The contract period starts again from this date.

7. Suspension of Contract

Students of the University of Technology, Kaiserslautern are allowed to suspend their contract once for 1, 2 or 3 months without any specified reason during the contract period. This suspension can start from the first day of the following month only. The application has to be in written form and given to the UNIFIT at least 2 weeks before the starting date of suspension.

All members may suspend the contract for a number of months up to 12 months for academic, professional or medical reasons. A written confirmation from the university/employer or doctor is needed. The application has to be in written form and surrendered to the UNIFIT at least 2 weeks before the start date of the suspension. Medical grounds have to be confirmed within 3 days of the onset of the respective impairment. During the interruption, charges will be stopped and continue afterwards. The appropriate time is added to the end of the contract duration. Any other suspensions are not possible.

8. Charges/Due Payment Dates

Payments of the starter package, the chip bracelet and the appropriate membership fee of the starting month are confirmed by the member signing the application form (Course or UNIFIT card). The payment will be deducted from the member's account, which is to be stipulated for a SEPA-direct debit mandate or debit authorisation, on a monthly basis for the duration of contract. The account will be booked for the month in advance. Before the first SEPA-direct debit payment the member will be informed of the commencement of this procedure. The member will also be given notice of the cost incurred to their account before the first withdrawal of payment. By mutual agreement the pre-notification will be sent by the creditor at least 1 day before the date of payment. Debit of monthly contributions will be carried out before the, or on the 10th bank working day of the respective month. If defaults arise due to fault of the account holder, the overdue expenses will be deducted when next possible. Any associated costs are at the expense of the account holder.

When starting a membership (course card/ UNIFIT card) for the first time, the fees for the starting package, administration and a bracelet are obligatory. When starting the membership again after some time, only the administration fee must be paid, if the bracelet is fully functional. If a new membership is signed simultaneously with the cancellation, none of the fees have to be paid again.

For excursions and "leisure activities" deductions may be in accordance with the respective activity.

9. Fee Adjustments

During the extension period of the agreement, UNISPORT is entitled to increase the fee once a year with a notice period of 4 weeks before the first day of the respective month. The upper limit for the increase is the percentage increase of the General Consumer Price Index, collected and published by the Federal Office of Statistics since the beginning of the contract or since the last increase.

If the demanded individual increase is more than 10%, the user can terminate the contract upon receipt of the increase request until the effective date of the extraordinary increase without a notice period. If the VAT is changed by government, the UNIFIT is entitled to adjust the price accordingly.

The monthly payment will be adjusted in case of a status change for the following month. If a proof of status cannot be given, the UNIFIT is entitled to charge the guest rate.

10. Personal Data/Status Evidence

At the UNISPORT IT, only those personal data are saved which are necessary for the execution and fulfillment of the service obligations of the contract, or which are communicated to us voluntarily. Any other storage of data is not performed.

For identification purposes a photo is taken of each user. If the user does not agree with the recording and storage of a photograph, he must show ID at each visit to UNISPORT. None of the stored data is given to third parties.

The member has to declare any change of address or bank details without being requested. Any change of status (e.g. annulment of matriculation) must be declared directly to UNISPORT.

If a change of status is not declared, UNISPORT is entitled to charge the appropriate price, even retroactively.

11. Safety and Risks

Usage of the equipment and facilities of the UNISPORT (UNIFIT and UNISPORTPARK) is at your own risk. There is no liability to UNISPORT and its staff for self-inflicted injuries or damages of any sort because of accidents, injuries or illness while using the facilities and equipment. In the case of theft or damage and for forgotten or deposited items, UNISPORT may also not be held liable. Insurance is a responsibility of the patron.

12. Insurance

Students and staff of the TU Kaiserslautern are insured against accident by UNISPORT (UNIFIT and UNISPORTPARK). Accidents must be reported immediately using an accident report form that is available at the Service Center (UNISPORTPARK) or Infopoint (UNIFIT). Guests are generally not insured when attending the sports program of UNISPORT/ UNIFIT and are therefore responsible for their own insurance.

Play groups without a permanent instructor are not insured. For courses offered by other institutions arranged by UNISPORT, participants are responsible for their own insurance. That is why it is recommended that participants complete an insurance against accidents, sickness and, where appropriate, luggage and travel cancellation insurance. For all members of UNISPORT, it is also recommended that they obtain private insurance to cover the event of damage to persons or property involving a third party.

Accidents taking place in the course of competitions organized by the UNISPORT must similarly be reported without delay, using the accident report form. The LUK (Landesunfallkasse/State Accident Insurance Fund) assesses cases individually as to whether the resultant damage is insured.

13. Rules of Order

Members have to follow the instructions of staff and the hygiene rules at all times. They strictly must follow the house rules of the TU Kaiserslautern Central Institution of University Sports. Gross or repeated violations may result in a house ban, in which case there is no entitlement to a refund of fees paid.

14. Liability

Liability for slight negligence is debarred, as long as it not explicitly guaranteed otherwise, explicitly part of contractual trust or concerning gross and reckless endangerment of life and limb. Liability for the loss of clothes, valuables and money brought into the property will not be accepted, unless intent and gross negligence can be proven.

15. Jurisdiction

The jurisdiction is Kaiserslautern.

16. Final Provision

If parts of the agreement are completely or partially invalid, the validity of the remaining agreement shall remain unaffected, as far as the text of the contract does not say anything explicitly to the contrary. Additions or changes to the contract must be in written form.