

## General terms and conditions (GTC) for guests

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### Ägeribad AG

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## 1. Scope of application

The General Terms and Conditions of Business (GTC) apply to all legal relationships established with Ägeribad AG by guests online or on site and the provision of services of all kinds by Ägeribad AG, namely the use of the facility, making reservations and the purchase of products such as admissions, subscriptions or vouchers from Ägeribad AG.

For reasons of better readability, the masculine form is used for personal names and personal nouns in our GTCs. Corresponding terms apply in principle to all genders in the sense of equal treatment. The abbreviated form of language has only editorial reasons and does not imply any valuation.

By purchasing services or products, the guest accepts the valid General Terms and Conditions. Ägeribad AG reserves the right to change these at any time if necessary. The currently valid AGB can be viewed at any time at [www.aegeribad.ch](http://www.aegeribad.ch)

These GTCs do not apply to the use of the outdoor facilities (outdoor car park, lawn area, beach volleyball court, playground, table tennis facility, diving tower, etc.), which are operated and maintained by the Oberägeri residents' association. The municipality is also liable for operations and maintenance (Art. 58 OR). However, the general terms and conditions apply insofar as services are obtained from Ägeribad AG when using the outdoor facilities (rental of deck chairs and sunshades, restaurant, shop, WLAN, lake rescue, etc.).

## 2. Supplementary provisions

In the absence of provisions in these General Terms and Conditions, the Aegeribad Privacy Policy and the specific instructions given by the staff shall apply. The relevant documents can be viewed at any time at [www.aegeribad.ch](http://www.aegeribad.ch)

### 3. General: entrance fees, opening hours and admission

#### 3.1 Ticket prices

The current entrance fees, course fees and other prices are published on the website [www.aegeribad.ch](http://www.aegeribad.ch). The separate price list applies.

#### 3.2 Opening hours

The opening hours are published daily on the website [www.aegeribad.ch](http://www.aegeribad.ch). In the event of changes to the opening hours or temporary or definitive closure or partial closure of one or more areas (as a result of revision, maintenance and construction work, special events / occasions) or restriction of use to a specific user group, there is no entitlement to a refund of admission fees or compensation.

It is strictly forbidden to enter or use the facilities outside opening hours, unless otherwise agreed with the Aegeribad.

The Aegeribad accepts no liability for opening hours that are displayed in search engines or on other websites.

#### 3.3 Access

Admission to Ägeribad AG cannot be permitted for:

- a) Persons with open wounds, poor personal hygiene or infectious disease
- b) Persons who endanger themselves or other guests (e.g. alcoholized guests)
- c) animals
- d) persons under 10 years of age or non-swimmers without an accompanying person aged 16 or over
- e) Persons under 16 years of age for the sauna area
- f) persons who have been expelled from the premises or who have been banned from the premises for the duration of the ban

#### 3.4 Age limits

Children under 6 years of age do not pay admission. They receive a ticket for a one-time free entry. Alternatively, the admission can be recorded for statistics. Young people aged 16 and over pay the adult fare. Admission to the wellness area is from 16 years of age. Other age limits may apply for special events. Children under 10 years of age and non-swimmers may only use the open-air and indoor pools if accompanied by a person who has reached the age of 16.

## 4. Entries

### 4.1 Single entries

Individual entry entitles the holder to one entry to the respective area and is limited to one day. The validity expires when leaving the facility. During the summer season, the beach and the lake can be visited from the pool via a separate exit (outdoor pool). The use of the beach and the lake is at your own risk. Re-entry to the indoor area is guaranteed at all times; use of the outdoor area does not count as leaving the facility. A refund of individual admissions is not possible.

### 4.2 Annual subscription indoor swimming pool, annual/ half-yearly subscription wellness.

Annual indoor pool subscription, annual/semi-annual wellness subscription are personal and non-transferable. The validity period of the subscription can be seen at check-in.

#### 4.2.1 Refund

In general, there is no right to a refund of subscriptions. Exceptions are defined as follows:

Event	Duration	Regulation	Required documents
Illness / Accident	<= 30 days	No interruption / no extension	
Illness / Accident	> 30 days	from 31st day interruption / extension up to max. 3 MT (one-time)	Doctor's certificate
Military	> 30 days	from 31st day interruption / extension up to max. 3 MT (one-time)	marching orders
Travel / Vacation		No interruption / no extension	
Relocation	from date of confirmation of deregistration	Reimbursement is calculated individually according to usage and duration of subscription. Payment by value voucher.	Confirmation of deregistration
Death	From date of death	Refund is calculated individually according to usage and duration of subscription. Payment by voucher or cash.	Death certificate

#### 4.3 Multiple subscription (cash card)

The existing cash value cards are personal, non-transferable and will no longer be sold.

#### 4.4 Multiple subscription (10-entry card)

10-entry cards are transferable and can be used for a period of 15 years (from the date of purchase). Cards of 10 can be used to enter by several people. There is no entitlement to a refund of 10-entry card.

#### 4.5 Damage / Loss

The cards (individual admissions, subscriptions, cash value cards) may not be punched, laminated or otherwise damaged. If the card is damaged, a replacement card can be issued (proof of purchase must be presented). A contribution towards expenses of CHF 10 will be charged for this. Lost multiple subscriptions and single entries cannot be replaced due to lack of personal identity.

### 5. Vouchers

The vouchers can be used as means of payment for all services at Ägeribad AG. The vouchers cannot be exchanged for cash. Unless otherwise stated on the vouchers, they are freely transferable. The statutory limitation periods apply; vouchers issued free of charge as part of advertising measures or discount campaigns are valid for as long as they are noted on the voucher.

The guest bears the risk of loss or damage. The guest must also ensure that electronic vouchers (print@home) are legible and have sufficient resolution.

## 6. Courses

### 6.1 Registration

You can register via the homepage or at the reception. The course fee must be paid by the start of the course at the latest. The entrance fee is not included in the course fee.

### 6.2 Cancellation / Refund

No refunds will be made for cancellations at short notice (less than 48 hours before the start of the course), for no-shows or course cancellations. Refunds of course fees, if necessary pro rata, will only be made if prescribed by a doctor and if a corresponding medical certificate is presented. It is not possible to attend a course lesson before or after the start of the course.

### 6.3 Cancellation by Ägeribad AG

For quality reasons, the number of participants in all courses is limited. Ägeribad AG reserves the right to cancel courses at any time if there are not enough participants; there is no entitlement to have a course held. The course participants concerned will be contacted personally (by e-mail or telephone). Course fees already transferred will be refunded or credited in the event of rebooking to another course.

### 6.4 Private lessons

The dates can be booked individually. Enquiries can be made at the reception or by e-mail to [kurs@aegeribad.ch](mailto:kurs@aegeribad.ch). The length of a private lesson can vary and is defined by the swimming instructor.

## 6.5 Swimming courses for children

We comply with the quality standards of the CH swimming courses and base our age indications for the courses accordingly.

Course type	Age	Parental support during lessons
Baby swimming course	4 months to 2 years	Yes
Parent-Child Course	2 years to 5 years	Yes
Swimming course for children	From 4 years	*no, but present in the pool

\* Children under 10 years of age must be accompanied by an adult to the meeting point of the swimming school (flag near the swimming pool) The accompanying adult is responsible for supervision until the start of the course. After that, the adult accompanying person's duty of supervision starts again after the end of the course. At the end of the course, the children are picked up again at the meeting point of the swimming school (flag near the swimming pool). During the swimming lesson, the person looking after the child is in the pool. Due to the hygiene regulations (see Clause 10.7), accompanying persons may only enter the pool in swimwear and they must pay an entrance fee. Children wear a bathing cap during the swimming lesson. This will be given free of charge at the start of the course. The cleaned bathing cap will be brought and put on at each lesson. If required or lost, the bathing caps can be purchased in the shop. Swimming goggles are only allowed from level 6. The child must learn to orientate itself under water. Wetsuits are not allowed on the course.



## 7. Massages

### 7.1 Registration

The massage offer is published on the homepage. The guest pays for the massage when booking online or at the reception before the massage. Any illnesses/ infirmities must be reported to the therapist - by completing the health questionnaire or in an oral consultation. An individual adjustment of the treatment will be discussed with the masseur.

Ägeribad AG bears no responsibility whatsoever for cost sharing or assumption of costs by health insurance companies or insurers. These clarifications are to be carried out by each guest themselves.

### 7.2 Logging off

A booked treatment can be cancelled free of charge up to 24 hours in advance. In the case of late cancellation and in case of unexcused absence, the full amount for the booked treatment will be charged. Otherwise the refund will be made in the form of a voucher. If the client is late, there is no entitlement to a refund or extension of the treatment.

### 7.3 Bathing shoes

Suitable bathing shoes are obligatory in the massage area. You can bring them with you or buy them in the swimming shop.

## 8. Gastronomy

The following cancellation conditions apply to restaurant reservations/banquets:

Up to 14 days before the event:	free cancellation possible.
Up to 48 hours before the event:	50% of the agreed total costs are due.
Up to 24 hours before the event:	100% of the agreed total costs are due.

## **9. Valuables**

### **9.1 Loss or damage**

We assume no liability for the loss or damage of valuables, money and clothing.

### **9.2 Objects found**

No liability is assumed for found objects. All found objects can be collected free of charge until the following day (opening hours) against proof of ownership. After that date, we will charge CHF 5.00 as compensation for expenses for found objects that have to be washed and dried.

Items shall be stored in accordance with the statutory provisions; Valuables will be handed over to the Unterägeri Police Department at the lost property office.

### **9.3 Key Loss Lockers**

In the case of loss of keys, a compensation of CHF 50.00 will be charged. If the key is found by our staff on the same day, you will be refunded the full amount. If the key is found before the cylinder is changed, the amount of CHF 30 will be returned by bank transfer.

## **10. Behaviour of the guests**

### **10.1 Playing**

Out of consideration for other bathers and to avoid accidents, it is not allowed to jump into the pools. The use of air mattresses, rubber dinghies, balls and other swimming aids and playground equipment is not permitted in the swimmer's pool and outdoor pool. In the other pools, use is generally permitted, unless the responsible bathing supervisor gives specific instructions to the contrary (e.g. for safety or organisational reasons). However, ball and throwing games are only permitted with the express permission of the bathing supervisor.

### **10.2 Smoking**

Smoking (including e-cigarettes) is prohibited in the indoor pool and wellness areas. Smoking is permitted on the terrace of the restaurant/wellness area. However, we ask you to show consideration for other guests.

### 10.3 Catering

Catering in the indoor swimming pool and wellness area is not permitted. Consumption of food which Ägeribad AG provides explicitly for the designated area during normal operation or during an event is permitted. Ägeribad AG reserves the right to set up a picnic area in which food brought in may be consumed. The tables must be left clean. After drinking alcohol, bathing and wellness is prohibited.

### 10.4 Disorderly conduct / Immoral behaviour / crimes

For the protection of all guests, we do not tolerate criminal offences, harassment, excessive noise, significant disturbance to other guests and immoral behaviour.

### 10.5 10.5 Music

The playing of electronic entertainment devices or musical instruments is reserved for the course instructors and staff.

## 10.6 Shooting (Photo/Video)

Photography and video recordings are permitted in the pools for private use with restrictions. Persons depicted must be informed in advance and their consent is required. Ägeribad AG reserves the right to tighten this regulation at short notice.

At events and functions, Ägeribad AG informs its visitors that photo and video recordings are being made as part of public relations campaign.

Photography and video recordings for commercial use are subject to authorisation. An application must be submitted to the management in advance.

Photography and video recordings are not permitted in the wellness area.

## 10.7 Hygiene

For reasons of hygiene, the wet areas in the indoor swimming pool and the wellness area may not be entered with street clothing. Bathers must change in the changing rooms. Swimwear must be worn in the indoor pool, in the wellness area there is a signposted nude area. We recommend wearing non-slip slippers in the wellness area.

Showering before using the pools is mandatory. This also applies before and after using the sauna. Separate signposted recommendations indicate optimal sauna use.

## 10.8 Instructions of the staff

The bathing staff supervise bathing operations and is authorised to define and apply additional rules for the use of the facility at any time, on the basis of local conditions. These instructions must be followed in full. Please note that such arrangements are always made in the interests of the safety and well-being of our guests, and in the interest of orderly bathing operations.

## 11. Authorisation requirement

The following activities are only permitted with the express permission of the managing director, or in his absence, the deputy:

- a) Events of any kind (including political action and the collection of signatures)
- b) Implementation of guided group training
- c) organisation of courses and teaching
- d) distribution and sale of goods and products
- e) distribution of brochures and other printed matter
- f) Advertising
- g) Diving with breathing apparatus

The application must be submitted in writing and on time. There is no right to the granting of a licence. The organiser is responsible for obtaining any further permits (e.g. the Law on Restaurants).

## 12. Legal and material warranties / guarantees

Ägeribad AG explicitly waives all warranty obligations for legal and material defects, insofar as this is legally permissible.

The right to individually issued guarantees for products purchased in the shop is reserved. If the manufacturer's guarantee goes beyond the guarantee of Ägeribad AG, Ägeribad AG also grants this to the customer.

### 13. Liability / Insurance

Any liability of Ägeribad AG for direct or indirect damage is expressly excluded - insofar as legally permissible. The use of the facilities and equipment of Ägeribad AG, the purchase of products and the attendance of courses and usage is at the user's own risk. This applies in particular to the loss of objects (see clause 9), damage caused by third parties (theft, damage to property, etc.) and damage caused by the use of the facilities and the purchase of services.

Guests are responsible for having sufficient insurance coverage. Recommendations and tips from the instructors/swimming teachers/masseurs regarding health and prevention are non-binding and serve as support. Health risk factors and complaints must be clarified in advance with the doctor and, if necessary, communicated to the pool staff in an appropriate manner.

Guests are liable to Ägeribad AG for damage caused by improper use of the swimming and diving facilities, playground equipment and other facilities of the spa.

### 14. Data protection

#### 14.1 General provisions

Ägeribad AG processes data resulting from the contract documents or the execution of the contract and uses these in particular for accounting, checking the legality of the bathing admission, the admission and execution of courses and massages and for anonymised statistical analyses (e.g. occupancy rate, number of admissions, price strategy).

The person concerned has the right to ask Ägeribad AG for the information required by law regarding the processing of the data concerning him/her.

Ägeribad AG undertakes to store the data only as long as this is necessary for the execution of the contract or as required by law and not to pass the data on to unauthorised third parties.

Otherwise, the provisions of our data protection declaration apply to the use of our website.

## 14.2 Data processing by third parties

Ägeribad AG cooperates with third parties, in particular for subscription management, for the operation of the online shop and the use of free Internet access. By using these services, you agree to the transfer of your data. Ägeribad AG and the commissioned third party service providers are obliged by means of legal, technical and organisational measures to ensure compliance with data protection regulations. The Ägeribad remains responsible for processing the information. Third parties are only authorised to process the data within the framework of the contractual agreement.

## 14.3 Video surveillance

To ensure the safety of guests, the facilities are monitored by video. Exceptions to this are the wellness area, treatment rooms, toilets and changing rooms. The data is stored for a maximum of 90 days and then automatically deleted. They are used or evaluated exclusively for the investigation of accidents, crimes and offences and are handed over to the authorities if there is a legal basis for doing so.

## 14.4 Underwater detection system

An electronic underwater detection system is used to identify motionless persons, which can help to intervene quickly in case of accidents. The recorded images are automatically and systematically evaluated. An alarm is triggered in a critical situation.

The recordings are used or evaluated exclusively for the clarification of accidents, crimes and misdemeanours and are issued to the authorities (police, public prosecutor's office, courts, insurance companies, etc.) if there is a legal basis for doing so.

## 15. Infringements

Violations of the general terms and conditions, the bathing regulations, the rules of use or instructions of the staff may result in the immediate removal from the facility.

Gross or repeated breaches of the general terms and conditions, house rules, implementing rules for use or instructions of the staff may result in the issuing of a (temporary or permanent) ban from the premises.

In both cases there is no right to a refund of the admission price or to compensation. Anyone who enters a part of the complex without a valid admission ticket may be fined up to CHF 200. This also applies if an incorrect tariff is deliberately purchased without the individual being entitled to it.

In such cases, there is no entitlement to reimbursement of admission fees, subscription costs, vouchers and the like.

## 16. Applicable law and place of jurisdiction

The legal relationship between the customer and Ägeribad AG is governed exclusively by Swiss law. The severability clause is applicable (The invalidity of individual provisions of these GTC or of the contracts concluded with Ägeribad AG does not lead to the invalidity of the GTC or of the entire contract). Exclusive place of jurisdiction is Oberägeri (Zug).

Errors and misprints are reserved.

Oberägeri, April 2022