

General Terms and Conditions (GTC) for guests

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Ägeribad AG

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1. Scope of application

These General Terms and Conditions (GTC) apply to all legal relationships established between guests and Ägeribad AG, regardless of whether the contract is concluded on site or via electronic sales channels. In particular, they apply to the use of the facilities, the making of reservations and the purchase of products and services of Ägeribad AG such as admission tickets, subscriptions, courses, massages and vouchers.

By purchasing services or products, the guest accepts the currently valid general terms and conditions of Ägeribad AG. In the case of an online purchase, the contract is concluded with the successful completion of the electronic ordering process. As part of the ordering process, the guest expressly confirms that he or she has read, understood and accepted these Terms and Conditions. Without this consent, no contract is concluded.

Ägeribad AG reserves the right to amend these general terms and conditions at any time if necessary. The version valid at the time of conclusion of the contract is decisive. The currently valid terms and conditions can be viewed at any time under www.aegeribad.ch.

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

These General Terms and Conditions (GTC) do not apply to the use of the outdoor facilities and the lake, insofar as they are operated and maintained by the municipality of Oberägeri. For these areas, the municipality of Oberägeri bears the liability of the owner of the works in accordance with Art. 58 of the Swiss Code of Obligations (OR).

However, the General Terms and Conditions of Ägeribad AG shall apply if and to the extent that services or products of Ägeribad AG are purchased in connection with the use of the outdoor facilities or the lake, namely access to the indoor facilities, the use of changing rooms and sanitary facilities, the rental of deck chairs or parasols, gastronomic services, offers of the shop or the use of the WLAN.

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

3. Personal responsibility – sea bathing / winter bathing

Bathing in the lake is entirely at the guest's own risk. This applies in particular to winter bathing. The guest acknowledges that sea bathing is associated with special dangers, notably in low water temperatures, ice formation, limited visibility, currents and health risks such as cold shock or circulatory problems.

This personal responsibility also applies if the guest has previously purchased an entrance fee for the indoor facilities of Ägeribad AG, changes in the premises of Ägeribad AG or uses the facilities of Ägeribad AG as access to the outdoor facilities or the lake.

The risk associated with the usual or seemingly normal use of the water is borne by each guest themselves, or, in the case of persons under supervision, by their parents, legal guardians or other accompanying persons who are responsible for and capable of supervising them. Every guest is required not to expose themselves to risks they are unable to cope with. They must use the bathing facilities in such a way as not to endanger themselves or others. Young children must be supervised and kept within arm's reach.

4. Entrance fees, opening hours and admission

4.1 Ticket prices

The current entrance fees, course fees and other prices are published on the website www.aegeribad.ch. The separate price list applies.

4.2 Opening hours

The opening hours are published daily on the website 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 AG.

Thirty minutes before the pool or the wellness area closes, no admission is granted.

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

4.3 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 adult
- 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

4.4 Temporary Leaving of the Facility

Guests may temporarily leave the premises via the turnstile leading to the lake or via the turnstile leading to the restaurant. Re-entering the premises incurs no additional charges for the guest. Use of the outdoor facilities is at the guest's own risk.

4.5 Age Limits

Children under 6 years of age do not pay admission. Admission is statistically recorded. Young people aged 16 and over pay the adult rate. Access to the wellness area is from the age of 16. Other age restrictions may apply for special events. Children under the age of 10 and non-swimmers may only use the indoor pool when accompanied by an adult. Small children must be supervised supervised and kept within arm's reach.

5. Admissions

5.1 Single admissions

Single admission entitles the holder to a one-time admission to the respective area and is limited in time to one day. When leaving the facility through the cloakrooms and the main turnstile at the reception, the validity expires. The lido can be accessed from the indoor pool via a separate exit (outdoor pool). Re-entry into the indoor area is permitted during opening hours; the use of the outdoor facility is only considered not to be leaving the facility for the purposes of the entrance fees. A refund of individual admissions is not possible.

5.2 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.

5.2.1 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 or cash.	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

5.3 Transferable annual season tickets

Companies with an employment program can acquire transferable annual season tickets at special conditions.

5.4 Multiple subscription (cash card)

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

5.5 Multiple subscription (10-entry card)

10-entry cards are transferable and can be used for a period of 5 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.

5.6 Damage / Loss

The cards must 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 fee of CHF 10 will be charged for this. Lost multiple subscriptions and single entries cannot be replaced due to lack of personal identity.

5.7 Impaired persons (IV regulation)

Accompanying persons of obviously physically/mentally impaired persons (incl. IV card) are granted free entry if the impaired person cannot use the pool alone. We also offer wheelchairs, IV changing rooms and a lift for access to the swimming pool. Please contact the reception staff in advance.

6. 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.

7. Courses

7.1 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.

7.2 Cancellation / Refund

In the event of short-term cancellations (less than 48 hours before the start of the course), in the event of no-show or withdrawal from the course, no costs will be refunded or the course fee remains payable. Refunds of the course fee, on a pro rata basis where applicable, will be made exclusively upon presentation of a medical certificate issued by a doctor and only after a minimum of three consecutive lessons have been missed. We reserve the right to exclude children from the course without compensation in the following circumstances: registration with incorrect details (e.g. date of birth), causing significant disruption to the group, or failure to comply with safety rules. It is not possible to bring a course lesson forward or make it up at a later date.

7.3 Cancellation by Ägeribad AG

For quality reasons, participant numbers are limited for all courses. Ägeribad AG reserves the right at any time to cancel courses due to an insufficient number of participants; there is no entitlement to the course taking place. The participants affected will be contacted personally (by email or telephone). Course fees already paid will be refunded or credited towards another course if a rebooking is made.

7.4 Private lessons

Sessions can be booked individually. Enquiries can be made at reception or by emailing kontakt@aegeribad.ch. The duration of a private lesson may vary and is determined by the swimming instructor.

7.5 Children's swimming courses

We adhere to the quality standards of Swiss swimming courses and base our age requirements for the courses on these standards.

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
Children's swimming course	From 4 years	*no, but present in the pool area

* Children under 10 must be accompanied by an adult to the swimming school's meeting point. The accompanying adult is responsible for supervising the child until the lesson begins. The accompanying adult's supervisory responsibility resumes once the lesson has ended. At the end of the course, the children are picked up again from the swimming school's meeting point. During the swimming lesson, the child's carer must remain in the pool area. Due to hygiene regulations (see section 11.2), accompanying adults may only enter the pool area in swimwear and must pay the admission fee. Children must wear a swimming cap during the swimming lesson. This is provided free of charge at the start of the course. The cleaned swimming cap must be brought along and worn for every lesson. If required, or in the event of loss, swimming caps can be purchased from the shop. Swimming goggles are only permitted from Level 6 onwards. The child must learn to orientate themselves underwater. Wetsuits are not permitted on the course.

8. Messages

8.1 Booking

The range of massage services is published on the website aegeribad.ch. Guests pay for the massage online at the time of booking or at reception before the massage. Any illnesses or medical conditions must be disclosed to the therapist – either by completing the health questionnaire or in a face-to-face discussion. Any individual adjustments to the treatment will be discussed with the massage therapist.

Ägeribad AG accepts no responsibility whatsoever for any contribution towards costs or coverage of costs by health insurance funds or insurance companies. Guests are responsible for clarifying these matters themselves.

8.2 Cancellation

A booked treatment can be cancelled free of charge up to 24 hours in advance. In the event of late cancellation or a no-show without prior notice, the full amount for the booked treatment will be charged. Otherwise, a refund will be issued in the form of a voucher. If a customer arrives late, they are not entitled to a refund or an extension of the treatment.

8.3 Bathroom slippers

Suitable bathing shoes are compulsory in the massage area. You may bring your own or purchase them from the swimwear shop.

9. Catering

The following cancellation terms apply to catering bookings/banquets:

- Up to 14 days before the event: Cancellation is free of charge.
- Up to 48 hours before the event: 50% of the agreed total cost is payable.
- Up to 24 hours before the event: 100% of the agreed total cost is payable.

10. Valuables

10.1 Loss or damage

Ägeribad AG accepts no liability for the loss of or damage to valuables, money or clothing.

10.2 Lost property

No liability is accepted for lost property. All lost property is available for collection free of charge until the following day (during opening hours) upon presentation of proof of ownership. After this, we charge a handling fee of CHF 5.00 for items that need to be washed and dried.

Valuables will be handed over to the lost property office at Unterägeri police station. Other items will be held for 14 days.

10.1 Lost keys to lockers

If a key is lost, an administration fee of CHF 50.00 will be charged. If the key is found by our staff on the same day, the full amount will be refunded to you. If the key is found before the lock cylinder is replaced, the amount of CHF 30.00 will be refunded by bank transfer.

11. Guest conduct

11.1 Gaming

Out of consideration for other bathers and to prevent accidents, jumping into the pools is not permitted. In the swimmers' pool and the outdoor pool, the use of air mattresses, inflatable boats, balls and other flotation aids and play equipment is not permitted. In the other pools, the use of such items is generally permitted, with the exception of air mattresses and inflatable boats, provided that the duty lifeguard does not issue any specific instructions to the contrary (for example, for safety or organisational reasons). However, ball games and throwing games are only permitted with the express authorisation of the duty lifeguard.

11.2 Sun loungers

Reservation of sun loungers is not permitted. Sun loungers must be vacated when not in use.

11.3 Smoking

Smoking (including e-cigarettes) is prohibited in the indoor pool and wellness areas. Smoking is permitted on the restaurant terrace and the marked zone on the wellness terrace. Please be considerate of other guests.

11.4 Catering

Eating and drinking in the indoor pool and wellness area is not permitted. You may, however, consume food and drink provided by Ägeribad AG as part of its normal operations or during an event, specifically for the designated area. In the event of recognizable impairment by alcohol, access to bathing and wellness facilities may be denied for safety reasons.

11.5 Harassment/Indecent Behaviour/Criminal Offences

For the protection of all guests, we do not tolerate criminal offences, harassment, excessive noise, significant disruption to other guests or indecent behaviour.

11.6 Music

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

11.1 Photography and Video Recording

Photography and video recording within the pool area are permitted on a limited basis for private use. Persons appearing in the images must be informed in advance, and their consent is required. Ägeribad AG reserves the right to tighten these rules at short notice.

At events, Ägeribad AG informs its visitors that photographs and video recordings will be taken for public relations purposes.

Photography and video recording for commercial use are subject to authorisation. A request must be submitted to the management in good time.

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

11.2 Hygiene

For hygiene reasons, visitors must not enter the wet areas of the indoor swimming pool and wellness area whilst wearing outdoor clothing. Visitors must change in the changing rooms. Swimwear must be worn in the indoor swimming pool; in the wellness area, there is a signposted clothing-free zone. We recommend wearing non-slip bath slippers or flip-flops in the indoor swimming pool and wellness area.

Showering before using the swimming pools is compulsory. This also applies before and after using the sauna. Separate, signposted recommendations provide guidance on how to make the most of the sauna.

11.3 Instructions from staff

The pool staff supervise pool operations and are authorised to establish and enforce additional rules regarding the use of the facilities at any time, depending on local conditions. These instructions must be followed in full. Please note that such instructions are always issued in the interests of the safety and well-being of our guests, as well as to ensure the smooth running of the pool operations.

12. Requirement for authorisation

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

- a) Events of any kind (including political campaigns and the collection of signatures)
- b) Conducting supervised group training sessions
- c) Delivering courses and lessons
- d) Distribution and sale of goods and products
- e) Distribution of leaflets and other printed material
- f) Advertising
- g) Scuba diving

The substantiated application must be submitted in writing and in good time. There is no entitlement to the granting of a licence. It is the organiser's responsibility to obtain any further licences (e.g. under the Hospitality Act).

13. Legal and material warranty / guarantees

Ägeribad AG explicitly waives all warranty obligations for legal and material defects, insofar as this is legally permissible. This exclusion of warranty applies in particular to products purchased in the shop, provided that no mandatory statutory provisions preclude this.

This is without prejudice to any individual guarantees provided for products purchased in the shop. Where a manufacturer's guarantee exists and extends beyond the guarantee provided by Ägeribad AG, Ägeribad AG shall grant this to customers to the corresponding extent.

14. Liability/Insurance

The use of Ägeribad AG's facilities and equipment, as well as the purchase of services and products, is generally at the guest's own risk.

Ägeribad AG's liability is limited to damage arising in the course of the proper use of the facilities it operates and the services it provides. Liability for indirect damage, consequential damage or loss of profit is excluded – to the extent permitted by law.

Ägeribad AG accepts no liability – to the extent permitted by law – for damage, accidents or other incidents occurring outside the area of the facilities operated by Ägeribad AG, in particular in the outdoor area or on the lake. This also applies if access is via Ägeribad AG's facilities or if the guest has previously changed clothes on the premises of Ägeribad AG.

Bathing in the lake, especially winter bathing, is entirely at the guest's own risk. The guest acknowledges that lake bathing is associated with special dangers, namely in low water temperatures, ice formation, restricted visibility, currents and health risks such as cold shock or circulatory problems.

Guests are liable to Ägeribad AG for any damage caused by improper or misuse of the swimming facilities, playground equipment or other facilities at the pool.

Ägeribad AG accepts no liability for damage caused by third parties, in particular in the event of theft, damage to property or unlawful behaviour by other guests, nor for the loss of or damage to personal belongings, including valuables.

Guests are personally responsible for ensuring they have adequate insurance cover, in particular accident, health and third-party liability insurance. Recommendations and advice provided by staff are for guidance only and do not give rise to any liability. Guests are responsible for assessing their own state of health and physical fitness.

This is without prejudice to Ägeribad AG's liability for damage caused intentionally or through gross negligence, in accordance with Article 100 of the Swiss Code of Obligations (OR).

15. Data protection

15.1 General Provisions

Ägeribad AG processes guests' personal data in accordance with the statutory provisions of Swiss data protection law, in particular the revised Data Protection Act (DSG). The personal data processed is that which is necessary for the establishment, performance and fulfilment of the contractual relationship, as well as for the operation of the facilities. This includes, in particular, data relating to the purchase of admission tickets, season tickets, courses, massages or vouchers; the use of the online services; access control; payment transactions; customer communication; and internal statistical analyses.

The responsible body within the meaning of the Data Protection Act is Ägeribad AG. Personal data is retained only for as long as is necessary for the purposes stated or in accordance with statutory retention obligations and is not disclosed to unauthorised third parties. Data will only be disclosed to third parties where this is necessary for the performance of the contract or where there is a legal basis for doing so, in particular to service providers in the areas of subscription and course administration, online ticketing, payment transactions or technical operations.

Under applicable data protection law, guests have the right to access personal data concerning them, to have inaccurate data rectified and – where provided for by law – to have such data erased or the processing restricted. Corresponding requests may be addressed to Ägeribad AG.

To ensure the safety of guests, the facilities operated by Ägeribad AG may be subject to video surveillance. This does not apply to changing rooms, toilet facilities, wellness areas and treatment rooms. The video recordings are used exclusively for security and evidential purposes and are deleted once the specified retention period has expired, provided there is no statutory obligation to retain them or a legitimate reason for further retention.

In all other respects, the current privacy policy of Ägeribad AG, which is published on the website www.aegeribad.ch forms an integral part of these General Terms and Conditions.

15.2 Video surveillance

Data will only be disclosed to authorities or other authorised third parties where there is a legal basis or an overriding legitimate interest.

15.3 Underwater detection system

To enhance the safety of bathers, Ägeribad AG uses an electronic underwater detection system in certain pools. This system is used solely for the purpose of detecting motionless persons in the water at an early stage and enabling pool staff to intervene swiftly.

The underwater detection system does not constitute continuous monitoring of individual bathers and does not replace either the personal responsibility of guests or supervision by pool staff. There is no guarantee that dangerous situations will be detected at all times or without error.

The image data recorded as part of the underwater detection system is analysed automatically and is used only in the event of an incident to investigate accidents, incidents or safety-related occurrences. No biometric identification of individuals takes place.

The processing of data collected in connection with the underwater detection system is carried out in a proportionate manner, for specific purposes and in accordance with the statutory provisions of Swiss data protection law. Data will only be disclosed to authorities or insurance companies where there is a legal basis or a legitimate interest. The data will be deleted once the specified retention period has expired, provided there is no further statutory obligation to retain it.

16. 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.

In the event of gross or repeated violations, Ägeribad AG is entitled to issue a temporary or indefinite ban from the premises. The house ban applies to all facilities and facilities operated by Ägeribad AG.

In these cases, there is no entitlement to a refund of admission fees, subscription costs, course or massage fees, vouchers or other fees.

Anyone using Ägeribad AG's facilities or premises without a valid ticket or by circumventing the designated access and control systems will be charged an administrative fee of CHF 100. The same applies in the event of deliberately selecting the wrong tariff or the misuse of season tickets, tickets or discounts.

Irrespective of this, Ägeribad AG may demand compensation from guests for damage caused by unlawful, improper or disorderly conduct. Further civil or criminal action is expressly reserved.

Ägeribad AG is entitled to issue a house ban for important reasons even without prior violation, in particular if the behaviour of a guest significantly impairs or endangers the orderly operation, safety or well-being of other guests or staff. In this case, there is also no entitlement to a refund or damages.

The police receive a copy of the house bans issued, regardless of the reason for the ban.

17. Applicable law and jurisdiction

The legal relationship between the customer and Ägeribad AG is exclusively governed by Swiss law. The Severability Clause is applicable (the invalidity of individual provisions of these General Terms and Conditions or the contracts concluded with Ägeribad AG does not lead to the invalidity of the General Terms and Conditions or the entire contract). The exclusive place of jurisdiction is Oberägeri (Zug).

We reserve the right to correct any errors or misprints. In case of doubt, the German version shall prevail.

Oberägeri, July 2026