

General Terms and Conditions of Business of AQUA-SPA-RESORTS



1. Scope of application

1.1 The General Terms and Conditions of Business ("GTCB") apply to use of the facilities and equipment ("Spa-Worlds") of AQUA-SPA-RESORTS and are valid for all legal relationships which are entered into and established via the Online shop www.aqua-spa-resorts.ch (1) or on site in our Spa-Worlds.

(1) including www.hammam-bern.ch, www.solbad-schoenbuehl.ch, www.mineralbad-samedan.ch, www.thermalbad-zuerich.ch, www.mineralbad-rigikaltbad.ch, www.termali-salini.ch.

2. Vouchers

2.1 AQUA-SPA-RESORTS vouchers which have been purchased can be used in all Spa-Worlds. Vouchers for services and value are time-limited for 5 years pursuant Art. 128 OR (excluding multiple and annual season tickets which are valid for 1 year) from the date of issue. Vouchers for services contain a credit note for a specific service offering. Their use is guaranteed for the duration of the offer. If the agreed service is no longer included in the offer or no longer available at the same price, the equivalent value of the identical or different service taken in exchange will be imputed against the value of the voucher. No exchange and no cash payment are possible.

2.2 Discounts and concessions do not constitute vouchers. They may be used pursuant to the specific provisions. They expire no later than at the end of one year after they were granted. Discounts and concessions cannot be accumulated. No exchange and no cash payment are possible.

2.3 The voucher offers of AQUA-SPA-RESORTS remain binding until their expiry date. Receipt of the order confirmation by e-mail is regarded as written confirmation. Vouchers lost through own negligence on the part of guests and visitors are neither replaced nor refunded.

2.4 As a rule orders are processed within 48 hours and despatched to the designated recipients by first class post. Orders to be sent abroad are forwarded by registered letter. Despatch costs as stated when the order is placed will be charged for each order.

3. Season ticket

3.1 The season ticket is personal and non-transferable.

3.2 The guest is aware that a photograph must be taken to permit a visual check. The sole purpose of the photo is to allow a visual check to be made in the Spa-Worlds of the AQUA-SPA-RESORTS; this photo will be deleted when the contract is terminated or lapses.

3.3 The guest is entitled to use the facilities and services at the published opening hours. Where closures are necessary for operational reasons (for example cleaning, restructuring, conversion and overhaul etc.) there shall be no entitlement to a refund or extension of the season ticket.

3.4 AQUA-SPA-RESORTS may at any time amend or adjust its offering and the opening hours. In the event of a temporary limitation of the offer or of the opening hours, guests and visitors have no entitlement to a refund or to an extension of the season ticket.

3.5 The guest must comply with the House Rules and follow the instructions given by employees. A copy of the House Rules has been handed to the guest. In the event of serious breaches of the General Terms and Conditions of Business, the House Rules and/or the instructions given by employees, an immediate ban on access may be issued and enforced. No payments already made will be refunded. In the event of breaches caused by improper use of the chip bracelet or the annual card, the right to open criminal proceedings is specifically reserved.

3.6 AQUA-SPA-RESORTS retain at all times the right to amend the House Rules. Guests and visitors to the Spa-Worlds have no claims and/or entitlements following any amendment of the House Rules.

3.7 The guest has no entitlement to compensation or substitute services if the Spa-World of AQUA-SPA-RESORTS is unable to provide the service for reasons beyond its control (force majeure etc.). The guest is aware that waiting times may have to be accepted because of the limited number of spaces in the Spa-Worlds.

3.8 The minimum age for a season ticket is 17 years (17th birthday reached).

3.9 By appending his signature, the guest confirms that he has completed the contract form truthfully. In addition, the guest confirms that he has carefully read, noted and understood the provisions of the contract, the Terms and Conditions of Business valid at any particular time and the House Rules of AQUA-SPA-RESORTS.

4. Offer

4.1 The Spa-Worlds of AQUA-SPA-RESORTS offer a range of services and season tickets. The service shall be guided by the offer chosen and paid for by the guest. No other services offered by AQUA-SPA-RESORTS are included in the season ticket. Any such services that are not included are recorded electronically by means of the chip. Bookings which have been taken are binding on the guest, will be charged to him and subsequently billed.

4.2 In cases where a season ticket has already been paid for, failure to use the Spa-Worlds of AQUA-SPA-RESORTS does not give any entitlement to a price reduction or price refund.

5. Chip bracelet

5.1 Entrance and exit times, together with use of the services that are not included in the season ticket, are recorded electronically by means of a chip and are binding.

5.2 The chip bracelet must be worn in a clearly visible position in the Spa-World and is deemed to be included in the service. The person in whose name the season ticket or the chip bracelet has been issued is liable for any damage or losses. The loss must be reported without delay to AQUA-SPA-RESORTS. If a new season ticket or a new chip bracelet is needed, a contribution must be paid towards the costs. Any residual credit balance on the chip will be refunded upon request up to three months after the end of the contract. Once that time limit has expired the credit balance shall lapse.

6. Payment

6.1 Payment for online orders shall be made when the order is placed using a credit card, post card or by advance payment. Credit cards are charged via Saferpay. Until payment has been made in full the articles remain the property of AQUA-SPA-RESORTS. The offers and services of AQUA-SPA-RESORTS do not have to be provided until payment has been made.

6.2 The cost of the season tickets is payable at the time when the contract is taken out or renewed.

6.3 AQUA-SPA-RESORTS reserve the right to decline access to the Spa-World if amounts are outstanding; they may also charge reminder fees and take legal steps. There is no entitlement of any kind to a refund or credit note in respect of times lost because of late payment.

6.4 Payment for additional services and consumptions is made at the cash desk when leaving the Spa-World.

7. GTCB, House Rules, Instructions

Guests and visitors are required to comply with the GTCB and House Rules and likewise to comply with instructions given by employees.

8. Liability

8.1 The Spa-Worlds of AQUA-SPA-RESORTS are used at own risk and peril. AQUA-SPA-RESORTS or their employees have no liability whatsoever for damage caused by an accident, injury or illness. The guest is responsible for taking out insurance.

8.2 AQUA-SPA-RESORTS are not liable for loss of valuables, cash, garments, chip bracelet etc. All liability for objects deposited with reception is likewise excluded. The guest is responsible for taking out insurance.

9. Contractual term

9.1 The contractual term is stipulated in the contract.

9.2 Withdrawal from the contract or refund of costs of season tickets that have already been paid are permitted only in cases of hardship, lengthy illness or accident and change of place of residence at a distance of more than 30 km from the particular Spa-World. There is no legal entitlement to withdrawal or refund. Notice of termination must be submitted by registered mail, accompanied by the necessary confirmations, medical certificate, employer's attestation, evidence from the population control service etc. Until the 6th month, there is an entitlement to a refund of part of the annual season ticket which has effectively been paid; no further refund will be made after the 7th month. A fee for the administrative costs will be deducted directly from the refund. In the case of annual season tickets the following rule applies: 1st month = 45% refund, 2nd month = 40% refund, 3rd month = 35% refund, 4th month = 30% refund, 5th month = 20% refund, 6th month = 10% refund. In the case of longer periods of validity, the time limit shall be increased proportionately.

9.3 Transfer of the legal relationship or of individual rights and claims to another person is not permitted.

9.4 The contractual relationship is concluded firmly for a specific period. Before the expiry of that period the contract may be renewed prematurely without any interruption on the Terms and Conditions applicable at that point in time. Entitlements to discounts must be proven again when the legal relationship is renewed.

10. Other matters

10.1 The guest and customer administration of AQUA-SPA-RESORTS may be handled by a third party service provider. In that case, the personal data will be passed on exclusively to that service provider. All personal data are covered in full by the data protection rules. Use of the data for statistical purposes concerning the services and activities of AQUA-SPA-RESORTS is permitted. Persons who have rights to the data may decline such use at any time. By appending his signature or confirmation the guest confirms his consent to this provision.

11. Rights

11.1 AQUA-SPA-RESORTS comprise all the Spa-Worlds of AQUA-SPA-RESORTS AG and AQUA-SPA-RESORTS AG Thermalbad & Spa with the six Spa-Worlds in Bern, Schönbühl, Samedan, Zürich, Rigi-Kaltbad and Locarno.

11.2 Guests and visitors to the AQUA-SPA-RESORTS Spa-Worlds enter into a legal relationship with the latter and are covered by their General Terms and Conditions of Business. The designations "Guest" and "Visitor" are always used as synonyms for "Contracting Party" and are to be interpreted or applied in that sense for the purposes of the General Terms and Conditions of Business.

11.3 All legal relationships with AQUA-SPA-RESORTS and their offers are governed by Swiss law. Rights and obligations arising from this contract may be transferred by AQUA-SPA-RESORTS to a successor-in-title. The guest gives his consent thereto by accepting the General Terms and Conditions of Business.

11.4 The place of jurisdiction is Sursee LU (AQUA-SPA-RESORTS AG)
The place of jurisdiction is Zürich (AQUA-SPA-RESORTS AG Thermalbad & Spa)

12. Registered office

AQUA-SPA-RESORTS AG, Allee 1B, CH-6210 Sursee
AQUA-SPA-RESORTS AG Thermalbad & Spa, Brandschenkestrasse 150, CH-8002 Zürich

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