

Kletterzentrum Gaswerk AG (KLZG AG)

GENERAL TERMS AND CONDITIONS (GTC)

Applies to all KLZG AG climbing centres.

1. GENERAL INFORMATION

- 1.1 Use climbing centres at your own risk.
- 1.2 Customers must observe the instructions of the user rules and staff. The respective user rules are posted near the entry of the climbing centres and can be printed out or downloaded from the website. Gross and/or repeated violations of instructions and/or rules will result in being banned from the premises. In this case, admission or subscription fees will not be refunded.
- 1.3 The effective prices are available at the cash registers and on the website. Our prices are net cash prices.
- 1.4 Vouchers are valid for a maximum of ten years from the date of purchase.
- 1.5 Admission is free to spectators or customers of the bistro and/or climbing store, belayers and supervisors. Users of the climbing centres, on the other hand, must be able to prove at any time that they have duly paid admission to use the centre. KLZG AG reserves the right to conduct checks. Violation will result in being banned from the premises. We reserve the right to take legal action.
- 1.6 KLZG AG expressly reserves the right to temporarily or permanently close a climbing gym at any time. In the event of a shut down, the customer declares the GTC are considered fulfilled by KLZG AG as long as the customer is able to use at least one climbing centre. The customer shall not be entitled to a refund or discounted subscription due to services being discontinued. Likewise, the customer is not entitled to the subscription being extended.
- 1.7 Goods may only be exchanged in the store with proof of purchase.
- 1.8 Courses and events are subject to a separate set of terms and conditions, called GBK. These can be printed out or downloaded from the website.
- 1.9 Climbing options
 - 1.9.1 Bouldering
Entitles to bouldering (bouldering areas, slackline, without auto-belay)
 - 1.9.2 Climbing
Entitles to climbing (all rope climbing areas including bouldering areas, auto-belay, slackline, etc.)
- 1.10 Discounts
See price list. Must be specified at the time of purchase. No discounts without valid official ID.

2. PAYMENTS WITH EC/CREDIT CARDS

- 2.1 If payment cannot be processed due to a technical problem, KLZG AG reserves the right to refuse card payment in individual cases.

3. SINGLE ADMISSION

- 3.1 The admission fee includes (taking into account pt. 4.3.) the use of all climbing centres on the day admission is paid.
- 3.2 Off-peak hours
The off-peak price is valid for check-ins Mon-Fri before 04:00 p.m. and all day on Saturdays. The single admission fee per the price list applies at all other times.

4. SUBSCRIPTION RULES

4.1 General information

- 4.1.1 Subscriptions are personal, non-transferable and cannot be changed. KLZG AG reserves the right to carry out checks in this respect. A violation will result in the subscriber and unauthorised third party being banned from the premises. In this case, no refunds will be issued. The right to criminal prosecution is expressly reserved.
- 4.1.2 When purchasing an annual subscription with instalment payment, a corresponding purchase agreement must be signed.
- 4.1.3 Non-use of an annual subscription does not entitle the subscriber to a discount or refund of the subscription price.
- 4.1.4 Climbing centres may change their offerings and hours of operation at any time. In the event offerings or operating hours are reduced, the customer shall not be entitled to a refund. For the current hours of operation, please see the reception desk, our staff, or our website.

4.2 Subscription types

Without the corresponding option (see point 4.4.1), all subscription types are valid exclusively for use of one climbing centre to be specified at the time of purchase. On principle centres cannot be switched during the term of the subscription.

- 4.2.1 Off-peak hours
The off-peak subscription is valid only for check-in Mon-Fri before 04:00 p.m. and all day on Saturdays. When checking in outside the off-peak hours, the subscriber may upgrade their subscription (to upgrade see point 4.7) or purchase a full price single admission.
- 4.2.2 1 evening plus off-peak hours
One check-in Mon-Fri after 04:00 p.m. per week. The day of the week does not need to be specified. Also valid for check-in Mon-Fri before 04:00 p.m. and all day on Saturdays. One additional check-in outside these hours, the user may upgrade their subscription (to upgrade see point 4.7) or purchase a full price single admission.
- 4.2.3 Anytime
Entitles to admission at any time during opening hours.
- 4.3 Options
Can be purchased in addition to a subscription. Valid as long as the associated subscription. If an option is added during the term of a subscription, this is considered an upgrade (see point 4.7).
- 4.3.1 All climbing centres
Entitles to use all climbing centres of Kletterzentrum Gaswerk AG.
- 4.3.2 Rope
Rental ropes are available at the respective climbing centre upon presenting the annual subscription with associated rope option and upon a security deposit at the reception desk of the equipment rental office. It entitles the subscriber to obtain a rope for personal use in the centre during opening hours. The rope must be returned to the reception desk at the end of the day.

4.4 Specials

- 4.4.1 Free subscription hold
In the event of a valid reason (illness, pregnancy, accident, military service), the annual subscription can be held for at least two weeks with the corresponding documents (doctor's certificate, deployment orders). This must be done in the first month after the certified absence ceases to exist. Applications submitted at a later date will not be considered.
- 4.4.2 Time stop
Absences without valid reason (see point 4.4.1) are subject to the time stop fee. For annual subscriptions this is 5% of the monthly subscription fee and is calculated on a daily basis. Without a valid reason (according to point 4.4.1), only one time stop of at least 30 and up to 90 days can be applied per annual subscription.
- 4.4.3 Bring a friend
During the subscription period, guest passes may be purchased four times at half price. Unused admissions expire upon expiration of the associated subscription.
- 4.4.4 Subscription renewal without interruption
With a subscription renewal without interruption, the term of the new subscription will be extended by 14 days.
- 4.5 Upgrade category
When upgrading, a full subscription term is always started according to the price list, the current subscription is cancelled, and the remaining value is credited to the new subscription. The term may not be reduced. The current options must also be selected for the subsequent subscription. The gift for automatic renewal is compensated proportionally. Any bring-a-friend credit will be transferred to the new subscription on a pro rata basis, taking into account any previously used guest passes. The following also applies to the subsequent subscription: No discounts without valid ID. Instalment subscriptions cannot be upgraded to more expensive categories during their term. Upgrades in the context of instalment payments are not possible. Upgrades cannot be made during a subscription hold (see 4.4.1) or time stop (see 4.4.2).
- 4.6 Change to a less expensive category (downgrade)
Subscriptions cannot be downgraded during the term of the subscription.
- 4.7 Special offers

- 4.7.1 Four weeks of unlimited climbing/bouldering or four admissions in 12 months
The offer can be issued twice a year per customer and is non-transferable. Unlimited admission is valid for four weeks from the date of issue. If fewer than four admissions are recorded during the first four weeks from the date of issue, the difference remains as single admissions. These single tickets can be redeemed within one year from the date of issue. The climbing type (see point 1.9) remains the same for all admissions and cannot be changed. Not eligible for discounts. No refund of the purchase price in case of non-use or partial use.

4.8 Replace subscription or customer card

Lost or damaged subscription/customer cards will be replaced for a fee of CHF 5.

5. PREPAY

- 5.1 KLZG AG offers customers „prepay“ as a cashless payment option. The credit balance is limited to a maximum of CHF 1,500 per customer. No interest is paid on the credit balance.
- 5.2 A prepayment is made by means of a customer card or subscription and a personal PIN code, which can be changed at any cash register of the climbing centres.
- 5.3 Prepay credits cannot be paid out.
- 5.4 Non-binding information on the current balance is available at the cash register. Account statements can be requested by emailing info@kletterzentrum.com.
- 5.5 The customer is obliged to properly store any cards that enable the use of the prepayment method (incl. Mobile Friendly) and to use them exclusively for proper use of the climbing centres' services, and to protect them from misuse, loss and damage.
- 5.6 Lost cards allowing use of the prepayment method must immediately be reported to KLZG AG and confirmed in writing. If you suspect unauthorised third parties have obtained the PIN number of the prepayment card, this must also be reported in writing. KLZG AG assumes no liability for loss, theft or damage of any cards.
- 5.7 If payment cannot be processed for technical reasons, KLZG AG reserves the right to refuse prepayment in individual cases.

6. PRIVACY

- 6.1 All data arising in connection with our business relations are processed by us, recorded in the database, used for our own purposes (access control, security concept implementation, customer card, marketing, newsletter subscriptions, prepay, subscription payments, course attendance, customer purchases, vouchers, etc.) and only passed on to third parties if absolutely necessary. Kletterzentrum Gaswerk AG can report card blocking, payment arrears, misuse of the card, etc., by the customer or by third parties, to the police and, in the cases provided for by law, the competent authorities.

7. FINAL PROVISIONS

- 7.1 The customer expressly acknowledges the user rules and/or the GTC and/or the GBK as well as the price list are subject to change. The customer cannot derive any rights from a change to the user rules and/or the GTC and the GBK.
- 7.2 If provisions of these GTC prove to be contradictory, this does not void all provisions of the GTC. Each provision is severable.
- 7.3 The place of jurisdiction is Zurich.

Kletterzentrum Gaswerk AG, January 1, 2021
The Executive Board

This document is a non-binding translation, provided for information purposes only. The legally binding document is the original German version, „Allgemeine Geschäftsbedingungen der Kletterzentrum Gaswerk AG“.

