perfectly imperfect
personal training

Terms and Conditions

1. General

For the business relationship between the personal trainer (hereinafter: "Trainer") and the customer (hereinafter: "Customer"), the following General Terms and Conditions apply exclusively in the version valid at the time of the service. Customers within the meaning of § 1 sentence 1 are private individuals, companies and government institutions.

2. Subject matter of the contract

The subject of the contract is individual advice and support for customers within the framework of the agreed training and health advice.

3. Subject matter

The trainer offers the customer a concept that is optimally tailored to the customer. The concept contains various recommendations on the training content, selection of sportswear, nutritional advice. The concept takes into account the respective needs and physical abilities of the customer. The trainer guarantees the customer individual advice.
The customer is looked after personally by the trainer.

4. Training and making appointments

Before the start of the training units, there is a personal consultation with the customer. During the discussion, the content and goals are agreed. During the consultation, the customer informs the trainer about his health and physical limitations.
A training session lasts 60 minutes. The longer training units are agreed individually with the customer. The training units take place in the premises of the trainer / customer. The appointments are made exclusively by agreement. The agreed appointment must be canceled at least 24 hours before the agreed time. A fee of 100% of the price for a training unit will be charged for the appointments that are not kept

5. Obligations of the customer

The customer is obliged to inform the trainer about his fitness for sport without being asked before the start of the training session. Should sudden health or mental disorders occur during the training, the customer is obliged to inform the trainer immediately

6. Terms of Payment

The trainer's fee is based on the current price list. The invoice is to be paid without deduction within 7 days of receipt by the customer. The following payment methods are currently available: by invoice.

7. Liability and information

In principle, the trainer is not liable for damage to the customer. This does not apply to liability for a breach of an essential contractual obligation and for liability for damage to the member from injury to life, body or health or for damage resulting from an intentional or grossly negligent breach of duty by the trainer, his legal representatives or Vicarious agents are based. Essential contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner can regularly rely. The essential contractual obligations of the trainer include in particular, but not exclusively, the services specified in § 3. The customer is expressly advised not to bring any valuables. On the part of the trainer, there is no guarding or duty of care for any valuables that have been brought in.
The trainer is not liable for damage caused by the customer's overestimation of himself. If the customer does not follow the instructions of the trainer and suffers the damage as a result, the liability of the trainer is excluded.
The trainer has adequate public liability insurance.

8. Data protection

The personal data of the customer are saved by the trainer and used exclusively for the fulfillment of the service item mentioned in § 3. The details on data protection can be found in the trainer's privacy policy.

9. Confidentiality

The trainer is obliged to maintain confidentiality about all information of the customer that has become known in connection with the fulfillment of the training measures. This also applies after the termination of the contractual relationship between the trainer and the customer.

10. Term of contract

In principle, only fixed-term contracts are concluded between the trainer and the customer. The customer has the right to withdraw from the contract within the first 14 days from the date of conclusion of the contract. The termination is excluded, unless there is a permanent medical indication that makes a continuation of the contract impossible. Only medical certificates are accepted as proof.

10. final provisions

Changes, additions and ancillary agreements must be made in writing in order to be effective, unless otherwise specified in these General Terms and Conditions. The written form requirement also applies to the waiver of this form requirement. Should one of the preceding provisions be ineffective or unenforceable, the validity of the remaining provisions remains unaffected. Instead of the ineffective or impracticable provision, a suitable, legally effective replacement provision that comes as close as possible to economic success will be mutually agreed. The place of jurisdiction is based on the statutory provisions. The law of the Federal Republic of Germany. Should a provision of these general terms and conditions be ineffective, this shall not affect the effectiveness of the remaining provisions.