

General Terms and conditions (GTC)

For The Assist interim GmbH group course (hereinafter referred to as aquamo)

The following GTC shall apply to every course application.



Registration and payment

Registration must be made using the online registration form. Every course consists of 10 sessions and can only be booked together.

For reasons of quality, the number of participants per course is limited. Registration will be taken into consideration according to the order of incoming payments. Newcomers will be able to join an ongoing course providing free space is available. Course fees will be on a pro rata temporis basis. aquamo offers a waiting list. If the desired course is fully booked, individuals will be contacted as soon as new course becomes available. Membership is in the applicant's name however, it is transferable. Memberships will not be extended automatically.

All participants attending an ongoing course will have the opportunity 2 weeks prior to the end of the course to register for "who will continue list".

Following your course registration, you will receive an invoice or information pertaining to bank transfers from aquamo (if you use a credit card you will receive a receipt). The due date mentioned on the invoice is binding. Only membership paid in full entitles the participant to take part in the pre-determined course. Course fees include rental of the POOLBIKES but do not include indoor swimming pool entrance charges. Upon payment, your membership card will be sent to you by mail.

Prior to each session, participants are obliged to report to the instructor in order to show their membership card. Without a valid membership card participation is not possible.

Health declaration

Together with personal data, information regarding your present state of health enables the instructor to assess any health risks. Participants are obliged to answer all questions comprehensively and truthfully. The health questionnaire is submitted with the registration. Information will be treated confidentially according to protection of personal privacy rights.

Course management

It is not required that a course should be given by a particular instructor. Should a course instructor become absent, aquamo reserves the right to find and nominate a replacement.

Course cancellations

Minimum course attendance is 8. aquamo reserves the right to cancel a course 5 days prior to commencement should there not be enough participants. The effected participants will be contacted in order to book another course or receive a refund. If courses are cancelled due to an Act of God (breakdown, injuries to persons, or similar) no recourse is possible for any reduction in price or refund. In the event that the indoor swimming pool will be closed, for instance during school break, length of membership will be prolonged accordingly but no more than 8 calendar weeks.

Cancellation and withdrawal by the participant

Application for a course is binding. Cancellations up to 14 days in advance before course beginning are free of charge. Later withdrawals are possible; however, a 50.-CHF charge will be deducted from the course fee. Once the course has begun a refund is no longer possible.

Missed sessions

Missed sessions cannot be repeated. Fee refunds due to missed sessions are not possible. However, someone else may take part as a replacement.

Insurance and liability

We deny any liability resulting from damage occurring during courses and events organized by aquamo. Usage of the facility remains at his/her own risk. aquamo will not be held responsible for loss or theft of personal belongings. The participant is liable for any damage done to training facilities and training tools (value according to inventory price). Repair and/or replacement costs billed to aquamo must be refunded in total by the participant.

We therefore recommend that every participant has adequate liability insurance. Swimming rules and regulations: by consent of GTC, the participant agrees to swimming rules and regulations of the specific swimming facility as well as any changes to same announced on the entrance message board.

Court of jurisdiction

Swiss law will apply to any legal relations with aquamo. Thalwil is the designated court jurisdiction and headquarters of aquamo for all disputes arising from this contract.

Fee and program changes

aquamo reserves the right to make any changes regarding programs and fees, as well as changes to the General Terms and Conditions.

Thalwil August 2013