

1. Eligibility, membership and identity card

1.1 Eligibility to participate

The regulations on eligibility for the University Sports Campus Lucerne (hereinafter referred to as HSCL) can be found at www.hscl.ch (under eligibility).

1.2 Admission and membership card

Admission to the HSCL is subject to the payment of a fee. Upon admission, those entitled to participate receive an HSCL membership card. A valid HSCL membership card entitles the holder to participate in regular training sessions and to book courses, camps, events and services for which a fee is charged.

1.3 Identification

On request, sports participants must show a valid HSCL membership card, which entitles them to participate. This can be a student or employee ID card of a Lucerne university with the HSCL logo, an HSCL membership card or a student ID card of a Swiss university granting the right to visit the HSCL. If the person is not able to show a valid ID card, he or she may not participate in the HSCL offer.

1.4 Conclusion of the contract and associated customer obligations

By submitting the application form for the HSCL membership card (via website or otherwise), the applicant acknowledges that he or she has truthfully completed the application form, that he or she has taken note of the HSCL's General Terms and Conditions and that he or she agrees to them. The contract is only concluded with the acceptance of the application form by the HSCL.

1.5 Membership and access to the HSCL offer

Customers can only register for HSCL offers during the term of their membership. Registration is not possible after the membership expired.

1.6 Deposit and refund

Deposit of the HSCL membership card is not possible. Non-use of the facilities and the sports offer does not entitle to a reduction or reclaim of the fee. The commencement of studies or employment with one of the Lucerne universities does not entitle the holder to a reduction or reclaim of the fee.

Illness, accident or pregnancy, which make the use of the HSCL offer impossible for more than 60 days, entitle the holder to a cancellation with pro-rata reimbursement of the membership fee on presentation of a medical certificate.

The processing fee for a refund is CHF 60.

The date of the medical certificate is decisive for the calculation of the refund. The HSCL membership card and the medi-

cal certificate must be sent to the HSCL within two weeks of the medical certificate being issued. If a participant fails to submit the certificate within this period through his or her own fault, the date of the postmark of the returned HSCL membership card counts for the calculation of the refund.

A refund can only be made for amounts of CHF 40 or more; no refund will be made for lower amounts.

1.7 Replacement card

In case of loss of the HSCL membership card, a fee of CHF 40 will be charged for the replacement card.

1.8 Transfer of the card

The HSCL membership card is personal, cannot be transferred and cannot be changed. Failure to comply with this regulation will result in the issuing of a house ban both for the HSCL-authorized member and for any third party involved. In the event of a membership being withdrawn, there is no entitlement to a refund. The right to file a complaint remains reserved.

1.9 Duration of membership and termination

The membership of alumni, external employees, guests of a coach, spouses and cohabiting partners, CAS/MAS/DAS students, LVSS members and members of corporate sponsors is valid for six months or one year and is automatically renewed. The membership can be terminated in writing or by e-mail no later than 30 days before expiry. Cancellations received after this date will not be considered. The memberships of all other authorized HSCL members are not automatically renewed.

1.10 Prevention of service provision

For important reasons, the HSCL is entitled to change offers and operating times at any time, to make operationally necessary closures (e.g. due to public holidays, space requirements of universities, municipal or cantonal schools, cleaning, revisions, conversions, etc.) and/or to temporarily suspend individual parts of the sports offer. In such cases, the authorized HSCL member is not entitled to a refund or an extension of the HSCL membership.

A suspended sports programme (no courses, camps, events, services and regular training sessions) due to force majeure (e.g. for safety reasons, an official order, etc.) does not entitle the holder to a partial refund of the membership fee. If, for reasons of force majeure, sports facilities remain closed and/or training sessions become impossible, the term of the current or subsequent membership shall be extended on a pro-rata basis.

2. Trainings, courses, camps, events and services

2.1 Registration and deregistration for regular trainings

For regular trainings with registration, a cancellation of the registration is mandatory in case of inability to attend. Non-attendance without cancellation or deliberate blocking and short-term release of a regular training session will not be tolerated and may lead to exclusion from the training in the event of a repetition. We ask all participants to behave fairly.

2.2 Registration for courses, camps, events, services

The registration for courses, camps, events and services is binding. With the registration for an HSCL offer, the General Terms and Conditions become part of the contract between the participants and the HSCL.

After receipt of the registration, the HSCL will send a written or electronic confirmation with the payment details.

For courses, camps, events and services, the full amount must be paid within 30 days of receipt of the invoice, unless otherwise stated in the offer. If claims are not paid after the second reminder, the HSCL will initiate debt collection proceedings.

2.3 Cancellations by participants

Cancellations must be submitted in writing or by e-mail. The HSCL charges the following cancellation fees for cancellations of courses, camps and events:

Cancellation of camps, courses and events

up to 30 days before start domestic	CHF 20
up to 30 days before start abroad	40 %
29 to 20 days before start	50 %
19 to 10 days before start	75 %
9 to 0 days before start	100 %

Cancellation of services

Services must be cancelled by the participants at least 24 hours before the start. The HSCL reserves the right to charge for appointments which were cancelled too late or missed.

If the participant cancels an HSCL offer, there is no entitlement to a refund.

The cancellation fees described above will also be charged for cancellations with a medical certificate due to illness or accident.

2.4 Rebooking by Participants

Rebooking is only possible for courses. Rebookings must be submitted in writing. In case of rebooking, the exact same offer must be booked again. Rebooking is only possible for offers that have already been published.

Rebooking

Up to 20 days before start	CHF 20
19 to 10 days before start	CHF 20 + 10%.
9 to 1 day	100% as per point 2.3

Once an offer has been rebooked, it cannot be rebooked again.

2.5 Cancellation insurance

Taking out cancellation insurance is a private matter.

2.6 Withdrawal by the organizer

The HSCL reserves the right to cancel courses, camps, events and services due to lack of participants up to five days before the start. In this case, the full price will be refunded. Further claims are excluded.

2.7 Duties of HSCL-authorized members

HSCL-authorized members undertake to follow the instructions of the supervisors and to strictly adhere to the hygiene regulations and the house rules. Rough or repeated violations will result in the issuance of a house ban and the withdrawal of the membership card without entitlement to a refund.

2.8 Liability by the HSCL

The HSCL is not liable for damage suffered by people or material in the course of sports activities or in the facilities of the HSCL. The HSCL is also not liable for the loss of effects, valuables, clothing, etc. The liability for deposited objects is also excluded. Participants are responsible for taking out insurance policies.

3. General

3.1 Place of jurisdiction and applicable law

The contracts for membership and for ordering services are subject to Swiss law.

The place of jurisdiction is Lucerne.

Lucerne, January 2022

Head of University Sports Campus Lucerne HSCL