



**urban
apes**

Membership Agreement

between

urban apes Hamburg West GmbH
Kieler Straße 565
22525 Hamburg, Germany
represented by CEO Nick Mammel

– hereinafter referred to as “urban apes” –

and

Last name: _____	Agreement type: <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> L
First name: _____	Minimum term S: Three months
Date of birth: ____/____/____	Minimum term M/L: None
Street, no. _____	Amount: € _____ Please refer to page 5 and enter the appropriate amount
Zip code and town/city: _____	
Telephone: _____	Start: ____/____/____ (date of beginning)
Email: _____	Customer number: _____ (will be filled out by urban apes)

– hereinafter referred to as “Member” –

1. Term of Agreement

- 1.1 The membership contract is concluded for an indefinite duration. Ordinary termination is possible on a monthly basis after expiry of the minimum term. The cancellation deadline is 4 weeks to the end of a calendar month.
- 1.2 Notice of termination must be given in writing. It can be sent by post to urban apes or by email to hamburgwest@urbanapes.de. urban apes will confirm receipt of the notice of termination by sending a message to the Member.
- 1.3 The term of the Agreement begins on _____ (date of beginning).

2. Monthly Fee

- 2.1 The monthly fee is € _____. The monthly fee includes value-added tax at the statutory rate, which is currently 19%. In the event of changes to the statutory value-added tax payable and/or if any additional taxes/levies have to be paid, the fee specified above may be recalculated accordingly. A onetime service fee of €19.90 incl. VAT is charged when taking out a membership and is collected with the first direct debit.
- 2.2 The monthly fee must be paid in advance and is due on the first of the month. If the Agreement is concluded some time during the current month, a proportional fee will be calculated for the current month, added to the first full fee payment, and collected when the first full fee payment becomes due.
- 2.3 Monthly payments can only be made by direct debit. Payment in cash or by EC card is not possible.
- 2.4 Additional services such as food and beverages or the hire of climbing equipment are not included in the membership fees and will be charged separately.

2.5 Urban apes will bill the Member for any bank fees incurred by chargebacks for which the Member is responsible.

2.6 Services included:

S-Membership four admissions a month (fixed location)

M-Membership unlimited admissions (fixed location)

L-Membership unlimited admissions (all locations)

3. Photo/ Access Control

On conclusion of the contract, the shooting and storage of a photograph (face) is required for the purpose of access control to our bouldering facilities. The access control to our bouldering facilities is carried out via the photograph. The photo taken will be stored on in-house servers together with the personal data provided during the conclusion of the contract. The photo will be transmitted together with the first and last name and the given address to the bouldering facilities of the urban-apes group for the fulfillment of the contract (access to all bouldering facilities of the urban apes group). The last photograph taken by urban apes may be a maximum of 3 years old.

4. SEPA Direct Debit Mandate

Name of payee:

urban apes Hamburg WestGmbH

Payee's address:

Kieler Straße 565, 22525 Hamburg, Germany

Creditor identification number:

DE36ZZZ00002447892

Mandate reference (to be filled out by payee):

(will be filled out by urban apes)

SEPA direct debit mandate

I authorize urban apes Hamburg West GmbH to collect payments from my account by direct debit. I also instruct my credit institution to honor the direct debits drawn on my account by urban apes Hamburg West GmbH. I can request a refund of the debited amount within eight weeks of the date on which it was debited from my account. The terms and conditions agreed with my credit institution apply.

BIC:

IBAN:

Bank name:

Name of payer (account holder):

Address (if different from that of contract partner):

Hamburg, date:

X _____
Account holder's signature

Furthermore, our General Terms and Conditions of Business (GTC) apply
Print version at: www.urbanapes.de/AGB

5. Card Ownership

- 5.1 Once they have signed the Agreement, the Member will be provided with a membership card. This membership card proves that the holder is entitled to enter urban apes. The member has to prove his/her identity by presenting an official photo ID, if no photo has been taken and stored for access control purposes.
- 5.2 Use of the card and access to and use of the urban apes facilities is reserved exclusively for members who present their membership card in person. The membership card will remain the property of urban apes even after it has been handed over to the Member. The Member is obligated to protect the membership card from unauthorized use by any third party and to report any loss to urban apes without delay. If the membership card is lost, damaged, or destroyed, the Member will be charged an amount of EUR 5.00 for the issue of a new one.
- 5.3 Minors can only become members with their parent's or guardian's consent.
- 5.4 Depending on the type of membership (S, M, L), the Member is entitled to use one or several climbing and bouldering facilities without limitation during official opening hours. The opening hours are clearly displayed. We reserve the right to change our opening hours and the services we offer.

6. User Declaration

The Member herewith confirms that they have read and accepted the User Declaration.

7. Liability

- 7.1 urban apes shall only be held liable for injury to life, limb or health caused by nothing less than gross negligence on the part of their legal representatives, vicarious agents, or other auxiliaries.
- 7.2 In cases of slight negligence, urban apes shall only be held liable for breaches of cardinal obligations, i.e. obligations that are essential to the proper performance of the contract and on the fulfilment of which the Member may ordinarily rely.
The liability of urban apes pursuant to sentence 1 shall be limited to the foreseeable damage typically associated with this kind of agreement.
- 7.3 Otherwise, urban apes shall only be held liable for intentional or grossly negligent behavior on the part of its legal representatives, vicarious agents, or other auxiliaries. In particular, urban apes shall only be held liable for the loss of clothing, valuables, and/or money in the event of intentional misconduct or gross negligence.
- 7.4 The Member may not deduct any part of their membership fee in the event of minor, temporary operational breakdowns, minor, temporary closures of parts of a facility for operational reasons (e.g. audits, remodeling, regular renovations, repairs), or day-long closures of entire facilities. Furthermore, the Member is not entitled to any refund of their membership fees or any freeze or extension of their membership should such an incident occur. This not shall apply if the maintenance work was rendered necessary by a fault on the part of urban apes.

8. Termination for Cause

- 8.1 The right of both Parties to terminate the Agreement for just cause remains unaffected. Just cause is deemed to exist if, after considering the circumstances of the case and the interests of both Parties, the terminating Party can no longer be reasonably expected to continue the contractual relationship until the agreed termination date or until any period of notice has expired. This may in particular be the case in the event of serious or repeated disturbances of the peace in the facility (e.g. harassment or other forms of interference with members or employees), or in the event of serious or repeated breaches of the user declaration by the Member.
- 8.2 In the event of urban apes terminating the Agreement for cause, urban apes may claim compensation in the form of a lump sum amounting to 50% of the membership fees that would have been payable throughout the term of the Agreement if the Agreement had not been terminated without notice.
- 8.3 The Member is at liberty to prove that no damage occurred or that the damage incurred was significantly less than the lump-sum compensation payable. Only the proven damage shall be compensated if this is the case.

9. Default on Payment

If the Member defaults on payment to the amount of at least two monthly fees, urban apes will charge a reminder fee of EUR 5.00 per reminder.

urban apes reserves the right to claim interest on arrears together with other costs or damages incurred when collecting payment.

The provision in section 6.3 (GTC) shall apply accordingly. urban apes also has the right to impose a temporary block on the Member until all the outstanding fees have been paid in full. This does not affect the further payment of monthly fees.

10. Freezing membership

In the following cases and subject to the provision of appropriate proof, membership may be frozen and the membership fees waived for a number of full calendar months to be specified in advance:

work-related absence (work outside the urban apes metropolitan region; proof in the form of an employer's confirmation or similar must be submitted in advance), study-related absence (school attendance/university studies outside the urban apes metropolitan region; proof from the respective educational institution must be submitted in advance), illness (proof must be submitted in the form of an informative specialist medical certificate), military service (proof must be submitted in the form of a draft notice), and unemployment (proof must be submitted in the form of a confirmation from the Federal Employment Agency).

In the event of illness, membership may be frozen retroactively for a maximum of two months before the date on which the freeze was requested. Excess payments will be offset against subsequent membership fees when these become due. Requests for membership freezes must be submitted in writing together with the appropriate proof; urban apes will confirm these in writing once they have been reviewed.

11. Notification Requirement

Changes to the Member's name, address, or bank account information must be communicated to urban apes without delay. This information must be sent by email to hamburgwest@urbanapes.de. Any costs incurred as a result of the Member's failure to send or delay in sending the information (e.g. bank chargeback fees) shall be borne by the Member.

12. Persons Entitled to Reduced Rates

Persons entitled to reduced rates (e.g. students) must present valid evidence of their entitlement without being asked to do so when they conclude and extend the Agreement. If proof of the Member's entitlement to a reduced rate is not available at the time the Agreement is concluded or at least two weeks before the Agreement is renewed, the regular fees shall be charged.

13. Changes, Membership Fee Adjustments, and Additions to this Agreement

urban apes has the right to amend these General Terms and Conditions at any time with future effect; this does not apply to the cardinal obligations set out in this Agreement.

Amendments and additions to this Agreement shall only be valid if made in writing. urban apes reserves the right to amend and/or add to the applicable GTC if changes in legal, official, or technical framework conditions cause a more than insignificant disruption to the relationship between performance and consideration, if they give rise to a loophole in the Agreement, or if additions become necessary due to the introduction of new services. Furthermore, such amendments and/or additions shall only apply if they are deemed reasonable when taking the Member's interests into account. The Member shall be notified of any amendments to the General Terms and Conditions together with the content thereof in an email sent to the email address communicated to urban apes at the time the initial contact was made. This notification shall be sent no less than four weeks before the amendments are due to take effect. The Member shall be deemed to have given their consent if they do not object to the amendments in writing within four weeks of receiving notice thereof. urban apes will remind the Member of this by email. If the Member objects to the amendment to the General Terms and Conditions in due form and time, the contractual relationship will continue on the terms previously agreed.

However, if this is the case, urban apes reserves the right to terminate the contractual relationship at the earliest possible time.

14. Data Privacy/Data Transfer

We are required to process personal data when rendering our services.

We treat these confidentially and process them in accordance with the applicable legislation, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

Further information about data processing is provided in the Privacy Policy attached to this Agreement. By signing this Agreement, I consent to allow my personal data to be shared digitally with the other urban apes locations for the purpose of checking my membership status and the associated rights to admission.

15. Final Provisions

Should individual provisions in this Agreement with the Member – including these General Terms and Conditions – be or become invalid as a whole or in part, this shall not affect the validity of the other provisions. The wholly or partially invalid provision shall be replaced by a provision with an economic effect which approximates as closely as possible to that of the invalid provision.

Hamburg, date: X
Member's signature (for minors the signature of their legal representative)

Membership prices:

S-Membership (monthly)	Adult	€ 39.90
	Reduced rate / Child	€ 34.90
M-Membership (monthly)	Adult	€ 59.90
	Reduced rate / Child	€ 49.90
L- Membership (monthly)	Adult	€ 69.90
	Reduced rate / Child	€ 59.90

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Amtsgericht Hamburg HRB 166194– Sitz der Gesellschaft: Lübeck.
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