

## Membership Agreement

### §1 Contracting Party

This membership contract is concluded between

enso yoga Berlin  
Krausenstraße 28  
10117 Berlin

and

(Please fill out legibly in block letters)

Mr  Mrs

Family Name:	Firstname:
Street, No.:	Postcode/ City:
phone:	mobile:
E-Mail:	

### §2 Form of membership (Please tick and indicate start of contract!)

- Focus Membership (4 courses per month), starts from:**  
Valid for all regular Yoga and Pilates classes. Course and time are freely selectable.  
Period of notice: 3 months to the end of the month. Monthly fee: 45,-€
- Limited Membership (8 courses per month), starts from:**  
Valid for all regular Yoga and Pilates courses. Course and time can be freely chosen.  
Period of notice: 3 months to the end of the month. Monthly fee: 55,-€
- Unlimited Membership (flat), starts from:**  
Valid for all regular yoga and Pilates classes. Course and time can be freely chosen.  
Period of notice: 3 months to the end of the month. Monthly fee: 69,-€
- Premium Membership (flat), starts from:**  
Applies to all regular yoga and Pilates classes. Course and time can be freely chosen.  
Including 1x 30min massage. Period of notice: 1 month to the end of the month. Monthly fee: 99,-€

Upon conclusion of a membership, all regular Pilates and Yoga courses can be attended by enso yoga. Excluded are the health insurance courses. These can be attended against extra registration or only individually, if there are still free places available. All Unlimited and Premium Members receive a 10% discount when booking workshops, travelling or buying products in the shop. Upgrading is possible at any time, downgrading is not. A transfer to third parties is not possible.

### **§3 Contract period/ Termination period/ Promotions/ Pause**

- a) Membership may begin on the first of the month. The minimum contract period is 6 months.
- b) The contract can only be cancelled in writing after 6 months, observing the respective period of notice (see membership type). The right of extraordinary termination remains in force. A cancellation due to changes in the course plan is not possible.
- c) In the case of promotions, the membership fee automatically increases to the regular fee after 12 months.
- d) Once a year a break of up to four weeks can be taken for a service fee of €15. The application must be made in writing.

### **§4 Membership fee/ direct debit authorization**

The membership fee is due in advance. The contracting partner revocably authorizes enso yoga Berlin to collect due fees from the account specified below by means of a SEPA direct debit. The SEPA direct debit will be collected within ten days after due date. The period for pre-notification is reduced to two days. The contractual partner must ensure that the account is adequately covered. Return debit charges shall be borne by the contractual partner insofar as it is responsible for the return debit.

Name of the account holder:

\_\_\_\_\_  
Name of Bank:

\_\_\_\_\_  
IBAN:

\_\_\_\_\_  
Signature of account holder:

## § 5 Liability

a) In the case of intentional or grossly negligent breaches of duty as well as in the case of culpable injury to life, body or health, enso yoga Berlin is liable without limitation for all damages resulting therefrom, unless otherwise provided for in the following or by law.

b) In case of slight negligence, enso yoga Berlin is only liable for material and financial damages in case of violation of essential contractual obligations. Essential contractual obligations are such obligations whose fulfillment makes the proper execution of the contract possible in the first place, whose violation endangers the achievement of the purpose of the contract and on whose compliance the contractual partner regularly relies and may rely. Liability is limited to the foreseeable damage typical for the contract. This also applies to lost profits and savings.

c) Any further liability for damages is excluded - regardless of the legal nature of the claim asserted. This applies in particular to tortious acts according to §§ 823, 831 BGB.

d) A possible unrestricted liability of enso yoga Berlin according to the regulations of the German Product Liability Act or due to fraudulent intent, lack of a warranted quality or an assumption of a guarantee remains unaffected by the aforementioned limitations of liability.

e) For the loss of stolen clothes or valuables, the liability of enso yoga Berlin is limited to intent and gross negligence.

## § 6 Messages

The booking of a massage is only possible online. If the customer does not cancel the appointment in due time (before 24h), the claim for the massage in this month is cancelled. It is not possible to transfer the massages to the next month. If the customer takes a break, the entitlement to the massage does not apply.

Signature of the member:

City, Date:

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Signature Füsun Folger, CEO of enso yoga Berlin

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