Shed

# General Terms and Conditions SHED.Club

To improve readability, only the male form is used in the text, nevertheless all information applies to members of both genders.

## 1 Objectives

The general terms and conditions regulate the membership in the SHED.Club at Dammstrasse 18 in 6300 Zug and are part of the admission to the SHED.Club.

The SHED.Club is operated by the Shed Estate AG, Dammstrasse 16 in 6300 Zug.

## 2 Membership

The memberships for the SHED.Club are issued by Shed Estate AG, Dammstrasse 16 in 6300 Zug. The membership is personal and non-transferable.

All advantages and offers which are offered to SHED.Club Members are (except for those stated in Section 4) not connected to, or any obligation with, the SHED.Club Members themselves. The SHED.Club members do not form an Association, nor do they enter any other social obligations with each other whatsoever.

## 3 Admission and Acquisition

An application for admission of a potential SHED.Club Member to the SHED.Club must be submitted to the admission committee of the SHED.Club. The admission committee decides on the admission of a new SHED.Club Member.

The admission committee has the right of refusal to the admission of a potential SHED.Club Member, at any time without reason.

One becomes a member of the SHED.Club through recommendation or referral by an existing potential SHED.Club Member and finally by the acquisition of a membership. Recommendations of new members can be submitted to the responsible persons at Shed Estate AG. A definitive acceptance or rejection regarding SHED.Club Membership can only be made after examination by the admission committee has been conducted.

## 4 SHED Membership

The SHED.Club Membership is established by the admission (*stated to Section 3*) and the full payment of the membership fees (*Voucher, Administration Fee and On-boarding Fee*) and the code of conduct. The On-boarding Fee is a one-time service per admission to SHED.Club. Purchases of services that are not related to the SHED.Club cannot be paid with the SHED.Club Membership Card. The membership is valid for the SHED.Club, SHED.Bar & Cigar, SHED.Event and SHED.Market.

Shed Estate AG offer two types of membership:

## Private Membership

The membership can only be issued to one person or a company. The spouse is entitled to enter the SHED.Club without the presence of the club member and to make reservations for himself and his guests. The spouse may settle the bill for consumption with the membership credit if the membership was issued to a person. If the membership was issued to a company the consumption credit is not available to the spouse.

## Corporate Membership

This membership is issued for a company and grants three persons defined by name the entrance to the SHED.Club. The spouse can visit the SHED.Club without being accompanied by the member. The three defined members can be adapted or changed during the year by the authorised signatories of the company for a fee. The spouse is entitled to enter the SHED.Club without the presence of the Corporate Club member and to make reservations for himself and his guests. The bill for consumption must be paid on site (cash / card). The paid-in consumption credit of the Corporate Membership is not available to the spouse.

The name of the spouse must be deposited with the SHED.Club. Guests of the member and the spouse can visit the SHED.Club in the presence of the SHED.Club member or the spouse.

## 5 Number of Club Members

The number of SHED.Club members is limited. The maximum number is determined by the Admission Committee.

## 6 SHED.Club Membership Programme

A valid SHED.Club Membership entitles the members to participate in the club programme. Detailed information can be obtained from the responsible person at SHED.Club. The SHED.Club informs the members about current and upcoming activities. Private or company events are gladly accepted by the SHED.Club.

The SHED.Club member can contact SHED.Club via SHED Member Concierge for any enquiries. The secret mobile number will be communicated to the SHED.Club member after the membership comes into effect.

## 7 Membership Validity/Accounts /Credits

The validity of the SHED.Club membership comes into effect with the receipt of payment and takes effect on the first of the following month. It is limited to one year after the membership comes into force. The SHED.Club member can check the account balance with the employees at any time. The originally paid credit balance must be used up within the 12-month membership and cannot be transferred to the following period.

The members can additionally top up their account at any time. Credits from additional deposits will be transferred to the following period when membership is renewed.

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Shed

Before the 12-month SHED.Club Membership period expires, an invoice for the following year membership period will automatically be issued. Upon receipt of payment, the membership will be extended for another year. If no payment is received within the payment period specified in the payment terms on the invoice, the SHED.Club Membership will automatically expire. In the event, that the SHED.Club Membership is not extended for the following membership year, the full credit balance *(if applicable)* of the member's account must be consumed, up until and including the last day of the membership term, within the SHED.Club and its different divisions under the Shed Estate AG. Should the remaining credit not be used within this specified membership term, for any reason whatsoever, the credit balance will automatically expire in favour of the Shed Estate AG.

#### 8 Termination Conditions

The Shed Estate AG reserves the right to terminate the membership without notice of a SHED.Club Members who violates the general terms and conditions and the code of conduct of the SHED.Club.

There is no right to a refund of the remaining balance.

## 9 Children

In the SHED.Club, children accompanied by their parents are welcome from the age of 12. This does not apply to individual bookings of the Private Dining rooms.

#### 10 Appearance

The SHED.Club attaches great importance to a cultivated appearance of its SHED.Club Members and their guests. There is no dedicated dress code, however, employs the SHED.Club Members' to please dress appropriately and accordingly.

#### 11 Privacy Policy

SHED.Club Members' privacy remains the utmost of importance to the SHED.Club Committee. With this said, photographs or videos are conditionally allowed in SHED.Club under the verbal or written consent of the SHED.Club Members in question. The privacy of the present SHED.Club Members should be considered and not be disturbed in any way, form or manner.

Shed

12 Pets

Pets are not allowed in the SHED.Club.

## 13 Resolution of SHED.CLUB

Should the Shed Estate AG terminate the SHED.Club, this will be announced to every SHED.Club Member at least six months, in advance and in writing by Registered Mail. Any remaining credit available to the Club Members' can be consumed during the six-month closing phase of the SHED.Club. Any repayments of the Club Member's remaining credit balance, once the termination of the SHED.Club has been executed, is non-refundable.

# 14 Place of Jurisdiction

The place jurisdiction and execution of liability falls under the Canton of Zug. The relationship between SHED.Club Member and Shed Estate AG is exclusively subject to Swiss Law.

# 15 Subject to Change

Shed Estate AG is entitled to change or supplement the General Terms and Conditions at any time. Current SHED.Club Memberships are still subject to the valid General Terms and Conditions, at the time of admission to the SHED.Club and, or the extension of SHED.Club Member's membership.

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