

## Terms and conditions The Athletic Club Amsterdam Centrum B.V.

### Article 1 : Accessibility and definitions

- 1.1 These terms apply to all agreements regarding the club and everyone who is using or wishes to use the services offered by the club.
- 1.2 With the club is meant The Athletic Club Amsterdam Centrum B.V.
- 1.3 With the participant is meant anyone who uses or wishes to use the products, services and facilities offered by the club.
- 1.4 With the subscription is meant: the agreement regarding the club with the participant, which gives the participant the right to use the products, services and facilities offered by the club and obliges him or her to pay subscription fees to the club.

### Article 2 : Subscription length

- 2.1 A year subscription has a validity of 12 months.
- 2.2 A 6-month subscription has a validity of 6 months.
- 2.3 A 2-month subscription has a validity of 2 months.
- 2.4 A multi-ride ticket has a validity of 12 months.
- 2.5 Personal trainings as part of a package-subscription are valid for 2 months
- 2.6 All subscriptions will be extended per month after the end date.
- 2.7 All subscriptions are after the end date terminable considering a term of notice of 1 month.
- 2.8 The Club may terminate the membership of any Member without notice and with immediate effect and no refund without having to give any reason.

### Article 3 : Cancellation

- 3.1 The Member is not entitled to cancel membership during the initial period of membership.
- 3.2 After the initial period, a Member may cancel membership by giving one calendar month's notice in writing to the Club. The management reserves the right to collect any sums outstanding by Direct Debit or by charging the nominated debit or credit card.
- 3.3 Where a renewal of membership has been paid in advance, any refund applicable will be calculated as if the Member had been paying on a monthly basis.
- 3.4 Upon cancellation of membership, any monies owed to the Club relating to subscriptions or The Athletic Club accounts will automatically be charged to the Member via Direct Debit or to their nominated debit or credit card.

### Article 4 : Deactivate

In case you are not able to use the facilities due to an injury, illness or pregnancy, it is possible to temporarily deactivate the subscription on presentation of a medical statement, for a maximum of 6 months. It is not possible to deactivate your subscription due to holidays or other reasons of absence.

### Article 5 : Opening times

The club is authorized to change the opening times and fees. During national holidays the club is authorized to close the club without this leading to a decrease of subscription costs or refund of subscription fees.

### Article 6 : Price & price changes

- 5.1 The subscription fee will be paid in advance.
- 5.2 Eventual price increases will be made public by the club 4 weeks in advance.
- 5.3. No rights can be derived before and afterwards from actions and/or special offers.

### Article 7 : Rates and payment

- 6.1 Invoice payments have to take place through the method stated by the club within 10 working days after the invoice date.
- 6.2 Payments through direct debit will be debited from the by the customer said account number between the last week of the month and the first week of the next month. The participant has to make sure there is enough credit so that the collection can go through.
- 6.3 Deviate from this term is only possible through a written agreement.
- 6.4 In case of failing to perform the payment within the stated terms of payment, the opposite party is, without further notice of default, in default.
- 6.5 After the expiry of the terms of payment the club is authorized,

without any further (written) notice of default or notification, to take extrajudicial collection measures. The club is authorized to recollect the costs of this measure from the customer: the extrajudicial costs will be set on fifteen percent (15%) of the amount due, unless the costs are higher.

6.6 After the expiry of the terms of payment the club is authorized, without any further (written) notice of default or notification, to take extrajudicial legal remedies; the club is authorized to recollect the costs of these measures integrally, thus in deviation of any flat-rate process reimbursement arrangements, from the customer.

### Article 8 : Dress code and towel use

- 7.1 In the fitness room it is obliged to wear appropriate sportswear and clean gym shoes.
- 7.2 Wearing outside shoes is not allowed.
- 7.3 It is obliged to use a towel at all times and it is advised to wear slippers in the showers. The management reserves the right to address the members for this.

### Article 9 : Lockers

9.1 Members must either secure their personal belongings on their person or, where available, secure them in a locker provided by us. Lockers that are not hired will be emptied every night. Any property found within a Club (including a locker that is not hired) will be stored for a period of up to 1 month and will be deemed lost property (excluding any wet items which will be disposed of immediately on discovery). After expiry of the 1 month period, the property will be disposed of if not claimed. Subject to Clause 10.1 below, on every occasion the club is used, we, our employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured in a locker.

9.2 The locker key remains the responsibility of the person utilising the locker until the key is returned.

9.3 In the event of a lost or damaged locker key, the responsible party will be liable for a Locker Key Replacement Fee of €...

### Article 10 : Order

You are obliged to obey to the regulations and instructions regarding the order and discipline stated by the club. When you are in violation, the club is authorized to deny you the entrance to the club and to terminate the subscription immediately, without giving you the right to refund any paid subscription fees.

### Article 11 : Personal details

9.1 The club processes the personal details of the participant in behalf of a proper conduct of business, which includes maintaining a correct member administration. The club can inform the participant through e-mail with regard to its activities. In case that the participant does not want to receive any of this, he or she has the right to appeal against this through a written announcement.

9.2 The personal details will be recorded in a database in the computer, in which all the members are recorded. The club and its employees will handle the provided details confidentially. The personal details will not be stored longer than necessary in behalf of the mentioned goal.

9.3 The participant has the right to request for inspection of his or her personal details and for improvement, replenishment or change of these details, which will be approved in case this is fairly acceptable.

9.4 With regard to all personal, physical and medical details the club receives, the Registration of Persons Act is applicable.

### Article 12 : Safety and liability

10.1 The use of the facilities in the club happens at own risk. The club is not liable for robbery, loss or accidents in and around the club, unless this is to reproach on its blame or intention.

10.2 The Member warrants and represents that he/she is in good physical condition and that he/she is capable of engaging in food & supplementation programs and active or passive exercise and that such programs and exercise would not be detrimental to his/her health, safety, comfort or physical condition. If his/her physical condition changes this must be relayed to the Club's manager.

**Article 13 : Smoking ban**

Inside the club smoking is prohibited.

**Article 14 : Comply with the agreement**

The subscription owner declares the signature of the membership agreement and complies with the by the club stated regulations, and follow the instructions.

**Article 15 : 24 hour cancellation policy**

A The Athletic Club member that has made an appointment for a session may cancel or change the time of the session provided that a minimum of 24-hours' notice is given. Members will be charged for the full cost of the session on any late cancellations or no-show appointments.

**Article 16 : Other prescriptions**

In all situations in which the regulations above do not foresee, exclusively the management of the club will judge and decide.