

GENERAL TERM AND CONDITIONS

These general terms and conditions are intended for use in all contracts of il fiore healthcenters with a private individual, as well as those with an employer.



ARTICLE 1 - DEFINITIONS

Private: an individual who is not acting on behalf of a profession or business.

Employer: legal person and individual who does act on behalf of a profession or business whereby the Main Agreement and the Upgrade extends to the provision of the sports facilities of il fiore healthcenters to either private individuals, employees or auxiliary persons and their relatives of this employer.

Member: the private individual as well as the employer of which the employee or the auxiliary person (can) make use of the sports facilities of il fiore healthcenters.

Main agreement: the sports subscription, the general (sports) membership without the supplements.

Upgrade: the additional service(s) or facility(s) to the Main Agreement that can be purchased against payment and to which additional conditions apply.

Sale: Offer to the (potential) customer, during a certain period, where price, contract duration and services or facilities to be provided differ from the standard offer to the (potential) customer.

ARTICLE 2 – MAIN AGREEMENT

- Registration as an il fiore healthcenters member is done by completing the registration form in its entirety. After completing the registration form online at the chosen il fiore healthcenters office, membership will commence on the starting date shown on the registration form. The registration fee(s) is/are due at the time of registration. il fiore healthcenters is/are entitled to use the provided data for communication purposes.
- Membership at il fiore healthcenters always starts on the first day of the month following registration, with the exception of our Flexible and Premium Memberships, and is always for a period of two years, one year, one month or four weeks. A contract between il fiore healthcenters and a private individual will be renewed for an indefinite period of time after the expiry of the Main Contract, together with the corresponding fee.
- If sports are started earlier than on the first of the month with the exception of our Flexible and Premium Memberships, the costs for the interim period will be calculated pro rata.

2.1 CLUBKEY/PROFITS CARD

- During the first visit to the il fiore healthcenters office, the member receives the il fiore Clubkey upon presentation of a valid identification document. Only with a valid il fiore Clubkey will a member gain access to the il fiore healthcenters facility.
- The member remains at all times liable and/or responsible for the use and/or abuse of the Clubkey. Use of the il fiore Clubkey is personal.
- The il fiore Clubkey remains the property of il fiore healthcenters at all times. In the event of loss or theft, or if the il fiore Clubkey gets into disrepair in any other way, the payment obligations remain in full force and effect. A replacement il fiore Clubkey can be obtained against payment of €15,-.
- The Clubkey is also linked to the loyalty program. This member-benefit subscription is free at the time of the Main Agreement. After termination of the Main Agreement, the member-benefit subscription can be retained against payment, payment is made via monthly direct debit. Termination of the member-benefit subscription is done by returning the Clubkey

ARTICLE 3 – PAYMENT TERMS

- In the event of late payment of membership fees, for example due to insufficient balance or reversal for whatever reason, the collection will be offered again after one week (free of charge). After this, €9.95 will be charged as a cancellation fee and the member will be given the opportunity to pay the amount due for a maximum of two weeks from the date of the first payment reminder. If the member remains in default after this period of two weeks, the claim will be handed over for debt collection. All costs involved in this shall be for the member's account with a minimum of €50.
- The il fiore Clubkey will be blocked as long as the payment obligation has not been met. The member can then be denied access to the il fiore healthcenters facility. il fiore healthcenters is entitled to dissolve the agreement in the event of late payment. The contribution for the remaining term of membership after dissolution is due immediately and payable as compensation as of the date of dissolution.
- il fiore healthcenters reserves the right to index/change rates annually with a maximum of 7%.
- If the member does not make use of the possibilities offered by the chosen subscription, the contribution will not be refunded.
- Upgrading the membership is possible during the term of the membership. Downgrading is possible after the contract period.

ARTICLE 4 – OPENING HOURS

- Within the il fiore healthcenters facilities different opening hours are used.
- il fiore healthcenters reserves the right to change the opening hours and is entitled to close the il fiore healthcenters facilities on official and recognized holidays, in case of work and in case of calamities.

ARTICLE 5 - UPGRADES

- There is the possibility to choose for Upgrades, such as; Live Group Lessons, Sports Water, Coffee and Tea, Unlimited Sunbed, Parking. (Upgrades vary per facility)
- il fiore healthcenters will make every effort to ensure that the services of the Upgrade run as smoothly as possible. Malfunctions can lead to a limitation of the service; il fiore healthcenters is not liable for such malfunctions nor does it give the right to a refund, discount or limitation of the membership fee. Faults or limitations of the Upgrade will be remedied by il fiore healthcenters as soon as possible.
- Upgrades may vary from one facility to another. This does not entitle the member to dissolve the Upgrade agreement or to dissolve the Main Agreement. In the event of excessive or improper use of the Upgrade, il fiore healthcenters may impose restrictions on the use of the Upgrade.
- The Upgrade is strictly personal and linked to the il fiore Clubkey. If you misuse the il fiore Clubkey, il fiore healthcenters will be forced to terminate the subscription immediately and claim a fine of at least €50.00.
- The member can use the relevant Upgrade against payment per period. Registration for an Upgrade can only take place on the basis of a valid and current Main Agreement with il fiore healthcenters. Registration for an Upgrade is possible during the entire contract term of a Main Agreement with il fiore healthcenters.
- Termination of the agreement with regard to the Upgrade by the member is possible from the moment when the minimum contract duration of 1 paid period has expired. If several Upgrades have been agreed, the Upgrades must be terminated separately. All agreements regarding an Upgrade will end by operation of law, when the Main Agreement ends for any reason whatsoever, without further notice of termination being required.
- The fee for this Upgrade will be executed at the same time as the collection, and for the same collection period, of the fitness subscription.
- The Upgrade is linked to the Main Agreement and has the same limitations as those included in the Main Agreement. For example, if there is a time limit in the Main Agreement, this time limit also applies to the Upgrade.
- Group lessons must be reserved in advance. Cancellation must be made at least 15 minutes before the start of the lesson.
- The Upgrades Sports Water and Coffee & Tea can be used once every 15 minutes.

ARTICLE 6 - DISCONTINUATION

- The member may cancel the Main Agreement and the Upgrade by giving notice in writing, by registered mail, to: il fiore healthcenters, PO Box 1263, 6040 KG Roermond, stating the current facility, first and last name and date of birth. This can also be done by means of the contact form on the website. A private individual can terminate the membership at the end of the current contract term and subject to a notice period of one calendar month or four weeks in the case of a Premium Membership, without prejudice to the provisions of Article 3. For a member who is not a private individual, a notice period of at least two calendar months or eight weeks applies in the case of a Premium Membership at the end of the current (renewed or otherwise) contract period, without prejudice to the provisions of Article 3.
- The il fiore Clubkey remains the property of il fiore healthcenters at all times. Upon termination of the Main Agreement (and any Upgrade) you will continue to participate in the loyalty program (member-benefit subscription) in accordance with Article 2. Upon termination of the member-benefit subscription, the il fiore Clubkey must be returned to il fiore healthcenters and it is no longer possible to use the loyalty program. If surrendering the il fiore Clubkey upon termination of the Main Agreement and/or member benefit subscription is not possible for any reason whatsoever, il fiore healthcenters will charge €15,- in damages. If the il fiore Clubkey is returned upon termination of the Main Agreement, this will also terminate your member benefit subscription and you will no longer be able to participate in the loyalty program.

- If a membership is cancelled which was entered into for a period longer than 1 year, a refund must be made for the unduly received discount on both the membership, the action and the entry fee. In case of a chosen period of 24 months and a cancellation after 12 months, the amount will be recalculated on the basis of a 12 months membership.

ARTICLE 7 – FORCE MAJEURE

- il fiore healthcenters is not obliged to comply with any obligation if it is prevented from doing so as a result of force majeure. Force majeure includes, but is not limited to, all external causes, foreseen or unforeseen, over which il fiore healthcenters cannot exercise any influence, but which prevent il fiore healthcenters from fulfilling its obligations. Illnesses of trainers and staff that cannot be replaced on time, epidemics, natural disasters, strikes at the office of il fiore healthcenters or elsewhere and force majeure at third parties on whom il fiore healthcenters is in any way dependent are included.
- In case of closure, cancellation, change or relocation of facilities due to force majeure il fiore healthcenters is not obliged to pay any refund or compensation.

ARTICLE 8 – HOUSE RULES

il fiore healthcenters reserves the right to dissolve the Main Contract in the event of serious or repeated breaches of the house rules or other unacceptable behaviour, at the request of the facility manager. The contribution for the contract period remaining after dissolution will be immediately due and payable as compensation as of the date of dissolution.

- We expect everyone to observe the generally applicable standards of decency towards each other and the il fiore healthcenters team. This means that they treat each other with respect and do not bother each other.
- Only use the telephone in the lounge. Respect the peace and quiet in this room
- Wear well cared for sportswear. Frayed, torn or unpleasant smelling clothing is not allowed. T-shirts without sleeves (singlets or halter shirts) should fit the body well and should not be offensive (at the discretion of the il fiore healthcenters team).
- It is only allowed to wear sports shoes that are not worn outside (no striping soles).
- Sports bags must be stored in the lockers. These are not taken to the training room. It is not allowed to use a locker outside visitors. If a closed locker is found after closing time, it will be opened.
- Place your car, bicycle, scooter or bike in an orderly manner at the designated facility. *(at il fiore healthcenters Maastricht (Céramique) and il fiore healthcenters Maastricht (Mariaberg)) Parking the car on the terrain is only allowed with the il fiore parking Upgrade.
- Ensure good physical hygiene
- The use of a towel to cover covered parts of the (strength) equipment is mandatory
- After using the equipment, clean it with your towel and/or the disinfectant and paper provided. If necessary, clean the floor around (cardio) equipment and spinning bikes.
- il fiore healthcenters is not liable for loss, theft and accidents in and around the fitness centre.

ARTICLE 9 – FINAL PROVISIONS

- These conditions and all agreements entered into by or with il fiore healthcenters are exclusively governed by Dutch law.
- The parties are entitled to have disputes arising from or connected with this agreement settled in arbitration proceedings in accordance with the Arbitration Rules of Stichting E-Court, or - to the extent permitted by law - on the basis of Section 7:900 of the Dutch Civil Code, in which case the decision of e-Court to determine the dispute shall be recorded by notary with the issue of a majority. If the parties do not make use of the aforementioned right, the disputes arising from the agreement between the member and il fiore healthcenters shall be settled by the competent court in the district of the head office of il fiore healthcenters.
- il fiore healthcenters is entitled to amend these general terms and conditions. Amended general terms and conditions apply to new members and to members whose membership is renewed pursuant to Article 3a. For agreements between il fiore healthcenters and a private individual or a company with an indefinite term, il fiore healthcenters is entitled to amend the general terms and conditions, on the understanding that the amendment will be announced at least three months before the entry into force
- in the case of a sub-facility/service which is not necessary for the performance of fitness or group lessons (e.g. a sauna), il fiore healthcenters may choose to change or cancel this facility. This is no reason for early termination and/or a (partial) refund of membership fees.

ARTICLE 10 – RETURNING CLUBKEY

- At the termination of the Main Agreement and any Supplement also the Lededele subscription is terminated, the il fiore Clubkey must be returned to an il fiore healthcenters facility. The Member can then no longer participate in the loyalty program. With this, the Member subscription is therefore terminated.
- If the Clubkey is not surrendered after termination of the main agreement, the member benefit subscription will remain active and you will continue to participate in the loyalty programme until terminated. The il fiore Clubkey can then be retained by the customer. The fee for this is €2.99 per month or per four weeks in the case of an il fiore Premium Clubkey which is done by direct debit. If the il fiore Clubkey cannot be returned for whatever reason, il fiore healthcenters will charge €15,- for damages.
- The Member must hand in the il fiore Clubkey to il fiore healthcenters in order to terminate the Membership subscription. The Member is then released from the payment obligations towards il fiore healthcenters as mentioned in sub a and sub b of this article.

ARTICLE 11 – RIGHT OF WITHDRAWAL

- If the Member has entered into the Main Contract via www.ifhc.nl, the Member has a withdrawal period of 14 days. This withdrawal period expires after the day on which the Main Contract is concluded.
- In order to exercise the right referred to under a. of this article, the Member must send a notice of withdrawal by registered mail to PO Box 1263, 6040 KG Roermond stating: The Member wishes to withdraw, the date of entering into the agreement with il fiore healthcenters, with proof and the full name(s), date of birth and address details of the Member. The declaration of withdrawal must bear the date and signature of the Member.
- il fiore healthcenters will send the Member a confirmation of receipt of the declaration of withdrawal as soon as possible.
- If the Member exercises the aforementioned right of withdrawal, then the Member il fiore healthcenters must pay an immediately payable reasonable fee of € 13.00 for the services of il fiore healthcenters.

ARTICLE 12 – ADDITIONAL SAFETY REGULATIONS FOR 24/7 FACILITIES

- The clubs are under 24-hour (video) surveillance and all use of the club is archived. The member is not allowed to bring guests without the prior consent of the Club. If this policy is violated, a guest fee of €10,- will be charged. In the event of a subsequent violation, the membership will be suspended or terminated with payment of the full membership fee for the remainder of the membership period and a fine of €150,-.
- The member is responsible for understanding the operation of the alarms and agrees to use them only in the event of an emergency. Abuse of the alarms will be fined €250,-. In addition, the costs for the alerted security services (police, ambulance, etc.) are charged.
- The member must read all the security notices displayed in the Club. In particular, the member must follow all instructions regarding the safe and correct use of any item of fitness equipment in the Club. The member is aware of the fact that the Club is unmanned at times and should not use fitness equipment he is not familiar with at such times.
- Members with complaints (physical/mental) and/or medical history are aware that they may only exercise during manned hours or together with another member/partner during unmanned hours. For these members only sports during unmanned hours is not allowed.
- Young people aged 16 to 18 can train from 08:00 in the morning until 22:00 in the evening or together with an adult. Young people from 14 to 16 years old can only train during the manned hours or together with an adult. Young people from 12 to 14 years old can only exercise together with an adult during the manned hours.
- Wearing a cap or hood is not permitted for reasons of safety and recognisability.

ARTICLE 13 – GENERAL DATA PROTECTION REGULATION

- il fiore healthcenters collects and processes personal data for various purposes. Such as data for the execution of our agreements (our services), for our own business operations and to be able to comply with our legal obligations.
- Camera surveillance is available at all facilities for your and our safety. Depending on the facility, this may also apply to the men's changing room, this to prevent vandalism and theft of your belongings.