A warm welcome to My HealthClub!

To ensure that you can exercise and relax in a pleasant and safe environment, these Club Rules have been drawn up. The Rules cover:

- A. how we communicate with our members;
- B. our house rules; and
- C. the terms and conditions of your membership.

Do you have any questions? Please let us know; we will be happy to assist you. We hope you enjoy your time with us and wish you every success in achieving your goals. These Rules apply to everyone who is a member of My HealthClub.

Team My HealthClub

A. How we communicate with our members

1. Online communication

a. To receive the best possible information about the facilities available at the Club and to make reservations, download the My HealthClub App on your phone. The App contains all the latest news, class timetables, information about facilities and much more.

b. When you join My HealthClub, you will receive login details for your personal My HealthClub customer portal. The portal gives you access to class programmes, reservations and bookings. You can also change your details and make appointments or reservations there.

c. Follow us on Facebook and Instagram to stay informed of all developments and become part of our online community.

d. Visit our website at www.myhealthclub.nl for full information about the exercise and relaxation facilities at our clubs.

2. Email communication

a. We ask you to provide us with a current email address. An email address is required in order to make reservations. From time to time, we will send you messages that we believe are relevant to you as a member.

3. Communication at the Club

a. Our staff are here to provide you with the best possible service and guidance. If you have a question, complaint or idea, please do not hesitate to raise it with a member of staff.

b. At the Club, we use television screens and posters in display frames to inform you about activities and new developments.

4. My HealthClub Service Centre

a. Our central Service Centre will be pleased to assist you with any membership-related questions. You can contact the Service Centre at klantenservice@myhealthclub.nl or by calling the Club's telephone number.

5. Personal data and privacy

a. Please notify the Service Centre immediately of any changes to your personal circumstances, such as your address, email address or bank details, so that we can continue to keep you properly informed.

b. We use your details to inform you by email, post, telephone or WhatsApp about developments in My HealthClub's services.

c. Your personal data are processed and managed in the Club's records in accordance with the General Data Protection Regulation (GDPR). Your data will never be disclosed to third parties.

B. House rules governing the use of facilities

These house rules apply to the facilities available at your Club. Not all facilities are available at every Club.

1. Fitness

a. To help you get off to the best possible start, My HealthClub offers an induction session. We recommend that you attend this instructional session so that you can use the equipment and weights safely and responsibly.

b. Inform our fitness instructors of any medical conditions or other relevant health matters that may affect your ability to exercise.

c. Please arrive 15 minutes before the start of an instructional session so that you have enough time to change.

d. Always warm up properly before exercising to help prevent injuries.

e. Always return weights and other equipment to their proper place. This helps us keep the fitness area tidy and safe.

f. For your own hygiene and that of others, always bring a towel. After use, clean equipment with your towel and the cleaning products and wipes provided.

g. Please do not wear outdoor footwear. Only clean shoes with non-marking soles may be worn.

h. To prevent accidents, do not take drinking glasses or cans into the fitness area. Use a sports bottle instead.

i. To avoid disturbing other members, please do not make telephone calls in exercise areas.

j. Unsupervised access to the fitness area is permitted only from the age of 16. Young people aged 15 or under may use the facilities only under supervision.

2. Group classes

a. A complete overview of all group classes can be found in the group-class timetable on the website, in the My HealthClub App, in the customer portal and at the Club. If you have questions about which class best suits your fitness level and interests, please let us know.

b. Please arrive at least five minutes before the class starts. You may not enter after the class has begun.

c. You can reserve your place in a group class through the My HealthClub App or customer portal to ensure that a place is available.

d. Always bring a towel and sufficient water. Use a sports bottle.

e. Avoid leaving a class before it finishes unless this is absolutely necessary.

f. Inform the instructor immediately if you feel unwell.

g. Always check the timetable for last-minute changes.

h. Unable to attend? Cancel your booking in the App so that another enthusiastic participant can use your place. If you fail to do so, we reserve the right to charge a no-show fee of EUR 10 per class or suspend your reservation rights for a period of time.

i. Put away all (aerobics) equipment used after the class.

j. After an indoor cycling class, please loosen the adjustment knobs on the bicycle and clean the bicycle with your towel or the paper provided.

k. Outdoor classes can involve unexpected circumstances. Be prepared for this. Pay attention to traffic and environmental conditions. Wear highly visible sportswear and appropriate safety equipment.

l. Children under the age of 16 may not participate in adult classes. Children aged 5 to 15 may participate in classes specifically intended for them.

3. Personal Training

a. Would you like personal guidance to achieve the best possible results? Choose one of our Personal Trainers. Our reception and fitness staff will be pleased to provide information about the options and fees.

b. To use Personal Training services, you must complete a Personal Training Agreement. This agreement sets out the terms and conditions applicable to Personal Training.

4. Padel

a. Available padel courts may be reserved up to seven days in advance.

b. You may reserve no more than one court for a maximum of 1.5 hours.

c. A reservation must be made in four names.

d. The Club reserves the right to reserve courts for training sessions, tournaments, competitions and other purposes.

5. Tennis

a. Available tennis courts may be reserved up to seven days in advance.

b. You may reserve no more than one court for a maximum of one hour.

c. A reservation must be made in at least two names.
d. Please always ask at reception which court number you may use.
e. The Club reserves the right to reserve courts for training sessions, tournaments, competitions and other purposes.

6. Squash

a. Squash is a very intensive sport. Adjust your level of exertion to your physical condition.
b. Courts may be reserved up to seven days in advance. A court must be reserved in at least two names. A further reservation may be made after you have played.
c. Shoes with black marking soles are not permitted. To help prevent injuries, we recommend wearing shoes without a tread.

7. Judo

a. Judo is a wonderful sport for people of all ages. However, we recommend participating only if you are in good health and do not have any physical ailments. Consult your general practitioner if necessary.
b. In the interests of your own safety and that of others, please follow the instructions of the judo teachers strictly.
c. Participants in judo classes are expected to wear a judogi.

8. Swimming pool and whirlpools

a. Shower before entering the swimming pool.
b. Our swimming pool is a wonderful place to relax. The pool is 130 cm deep, which allows an average adult to stand without difficulty. You swim and bathe without lifeguard supervision. Use of our swimming pool is entirely at your own risk.
c. Members may not use the swimming pool at times when it is reserved for swimming lessons.
d. As some of our members use the swimming pool with their entire family, we draw your attention to the risk of young children drowning even in shallow water. Parents must therefore be aware that their children require adult supervision whenever they are swimming.
e. Swimwear is compulsory.
f. For safety reasons, diving and jumping are not permitted.
g. Do not inconvenience other members while using the swimming pool. Avoid shouting or screaming.
h. For hygiene reasons, eating and drinking are not permitted in wet areas.
i. Shoes and ordinary clothing may not be worn on the pool deck.
j. Running along the edge of the pool is dangerous and is therefore not permitted.
k. Children under the age of 16 must always be accompanied by an adult or participate in special children’s classes.
l. Equipment such as balls and inflatables may be used only with the instructor’s permission.
m. Take care when entering and leaving the whirlpool. The tiles around the whirlpool may be slippery. Be careful not to slip.

9. Sauna, infrared sauna and steam room

a. For proper hygiene, shower before entering the sauna, infrared sauna or steam room. Dry yourself thoroughly before entering the sauna.
b. Use a towel in the sauna and infrared sauna.
c. The sauna, infrared sauna and steam room are intended for relaxation. Please respect the peace and quiet.
d. The sauna, infrared sauna and steam room may be used only by members aged 18 or over.
e. For health reasons, you should not remain in the sauna, infrared sauna or steam room for longer than 10 to 15 minutes.
f. We advise pregnant members and members with high blood pressure, diabetes, cardiac arrhythmia or another medical condition not to use the sauna or infrared sauna. If in doubt, consult your doctor.

10. Recovery equipment

a. Recovery equipment is available to support optimal recovery after training, including HydroMassage beds, a Polar Wave cold plunge and a Redzone Sauna. You may use this equipment while wearing sportswear or ordinary clothing. Ask for instructions before using the equipment.
b. Use of this equipment is limited to certain types of membership. If you wish to switch to a membership that includes recovery facilities, please ask reception about the applicable terms and conditions.
c. We advise pregnant members and members with high blood pressure, diabetes, cardiac arrhythmia or another medical condition to consult a doctor before using the equipment.

11. KidsClub

a. Children from six months up to and including five years of age are very welcome at our KidsClub.
b. A place at the KidsClub can be reserved through the My HealthClub App.
c. In your child's interests, we recommend limiting each visit to the KidsClub to a maximum of 1.5 hours.
d. Separate opening hours apply to the KidsClub. Further information is available at reception, in the App and in the customer portal.
e. Your child's safety is very important to us. You may therefore bring your child to the KidsClub only while you yourself are present and remain at the Club. You must be available in an emergency.
f. Do not give your child their own toys or similar items to bring with them. If necessary, discuss this with the KidsClub staff.
g. Please label your child's belongings. The Club is not liable for lost or damaged property.
h. The Club is unable to provide nappies, baby wipes, ointment, drinks or other items your child may need during a visit to the KidsClub.
i. The Club is unable to feed children. Make sure you give your child food at the appropriate time.
j. In the interests of the health of other children, please do not bring your child to the KidsClub if they are ill.
k. Please tell us about any circumstances relating to your child that may be relevant to us.
l. The KidsClub reserves the right to refuse children who may disrupt the peace and atmosphere in the KidsClub.

12. Sunbed

a. Would you like a tan? Reserve a sunbed through the online customer portal. Sunbed tokens can be purchased individually or in multiples.
b. The Club has high-powered professional tanning beds. Please note that these are not comparable with consumer sunbeds. Take precautions to prevent burning your skin. Do not use ordinary sunscreen; use a cream specially developed for UVA tanning equipment, available at reception.
c. To prevent eye damage, cover your eyes with approved sunbed goggles.
d. Use of the sunbed is at all times entirely at your own risk.
e. After use, please clean the sunbed with paper and the disinfectant provided in the sunbed room. You too will appreciate finding a clean sunbed on your next visit.
f. Sunbeds may be used only by members aged 18 or over.
g. Avoid strenuous physical activity immediately after using the sunbed, as this may cause dizziness.

13. Catering and payments using the membership card

a. To pay for catering or other purchases, you can add debit-card functionality to your membership card. Add funds to your card in the App and you can safely leave your wallet or bank card at home.
b. Any balance remaining on the membership card when the membership ends cannot be paid out.

14. Parking

a. Do not leave valuables in your car. My HealthClub is not liable for damage to or theft of your property.

C. General provisions and membership terms and conditions

1. Definitions

a. A Member is a person who has applied for membership of My HealthClub by completing and signing a registration form.

b. The Club means My HealthClub.

c. The Membership Fee means the periodic amount payable under the membership.

2. Membership

a. Your membership is strictly personal. A registration fee is payable when you join.

b. At the Member's option, membership is entered into for a period of four weeks, one year or two years. The selected period commences on the date of registration.

c. After the contract period, the agreement is automatically renewed each time for a period of four weeks. Following the original contract term, the Agreement may be terminated at any time subject to four weeks' notice before the end of the relevant term of the Agreement.

d. The Club offers various forms of discount on its memberships. The Member must demonstrate that they qualify for a discount and must immediately notify the Club of any changes affecting eligibility for that discount. Evidence of eligibility must be provided for each new membership period or at the Club's first request. If the Member fails to provide evidence within 14 days after the Club's request or before the start of the new period, the discount will automatically lapse and the regular rate will be charged. Charging the regular rate instead of the discounted rate does not entitle the Member to terminate the membership. Discounts are never granted retrospectively.

e. In special circumstances, at the Club's discretion, a membership may be transferred with the Club's approval. The Club may attach additional conditions to its approval.

3. Payment of the contract amount or Membership Fee

a. The Membership Fee is collected by direct debit every four weeks.

b. If a single payment of the contract amount is selected, meaning payment of all Membership Fees for the full term of the Agreement, the full amount must be paid before the contract period begins.

c. The Membership Fee remains payable at all times, including where the Member is unable to use the Club's facilities, one or more Club facilities are temporarily unavailable due to circumstances, or class programmes or instructors change.

d. The Club reserves the right to adjust its opening hours during holiday periods and on public holidays. Closure on public holidays or restricted opening hours does not entitle the Member to a reduction in the Membership Fee payable.

e. If the Membership Fee cannot be collected by direct debit or the direct debit is reversed, the Member must pay an administration fee of EUR 10 for each occurrence. The Membership Fee must still be paid immediately.

f. In the event of late payment, the Member will be in default and all instalments due for the remaining membership term will become immediately due and payable. The Member must pay them to the Club within 30 days after they become due.

g. From the date on which formal notice of default is given, interest for late payment will be charged on the total outstanding amount at 1.5% per month or part of a month.

h. If the Club instructs a third party to collect an unpaid debt, all judicial and extrajudicial collection costs will be payable by the Member. These costs will amount to at least 15% of the outstanding debt plus interest, subject to a minimum of EUR 40.

4. Amount of the Membership Fee

a. The Club reserves the right to increase the Membership Fee payable without prior notice.

b. If the Club wishes to implement an increase of more than 10% per year, it will inform the Member. In that event, the Member is entitled to terminate the membership within 14 days after receiving such notice, with effect from the date on which the increase takes effect.

c. All rates include VAT. The Club is entitled to adjust its prices at any time if the VAT rate changes.

5. Cooling-off period

a. During a cooling-off period of one week after signing the Agreement, the Member may cancel the Agreement free of charge. Registration and processing fees will not be refunded. This right of cancellation ends if the Member uses the Club's facilities before the cooling-off period expires.

b. Agreements concluded at a distance, such as through the My HealthClub website, are subject to a cooling-off period of 14 calendar days. During this period, the Member may cancel the Agreement free of charge. Registration and processing fees will not be refunded. This right of cancellation ends if the Member uses the facilities before the cooling-off period expires.

6. Changing the type of membership

a. During the initial contract term, the membership cannot be changed to a membership with a lower Membership Fee (a downgrade) or to a membership with a shorter term. If the Member wishes to change the type of membership after the initial contract term has expired, the Member must complete a new digital or paper registration form. The terms stated on the registration form and in these Rules will apply to that registration.

b. During the initial contract term, the membership may be changed, with effect from the next direct-debit date, to a type of membership with a higher Membership Fee (an upgrade). The Member must complete a new registration form and agrees to a new contract period whose duration will be at least equal to the previously agreed contract period.

7. Termination of the Agreement

a. If you wish to terminate your Agreement, you can do so on our website, www.myhealthclub.nl. The termination request will be processed within five working days and confirmation of the contract end date will be provided.

b. If the Member wishes to join again after termination, a new registration fee will be payable.

8. Early termination of the Agreement

a. The Member may terminate the Agreement early, subject to four weeks' notice, in any of the following circumstances:

   i. A serious illness, serious accident, medical procedure or injury that makes all exercise impossible for a minimum period of four months.

   ii. An unexpected move to an address more than 20 kilometres from the Club.

b. If a Member wishes to rely on either of the above grounds, the Member must provide adequate evidence of the relevant circumstance. If no evidence can be provided, the membership cannot be terminated early or frozen free of charge.

c. If the membership is terminated early, the financial benefit received compared with a short-term membership will be recalculated. The Member must reimburse the Club for this benefit before the membership can be terminated early.

d. Termination can never take effect retrospectively.

e. My Healthclub has the right to terminate the membership agreement if the member exhibits conduct that is contrary to this membership agreement including but not limited to failure to pay membership fees.

9. Access to the Club

a. You gain access to the Club using a membership card, tag or code.

b. If payment is overdue, you may be refused access to the Club.

c. Non-members may be introduced only by prior arrangement so that they can receive appropriate guidance during their sporting activities. A guest pass can be purchased at reception for this purpose.

d. The Member is responsible for the conduct of their guest and must ensure that the guest complies with the Club Rules. These Club Rules apply to the guest's use of the facilities.

e. The Club's management may deny any Member further access to the Club. Grounds for exclusion may include any breach of the Club Rules or conduct that, in the opinion of the Club's management, is contrary to the wellbeing of other members, good order or the character of the Club.

f. The Membership Fee remains payable even if the Member is denied access to the Club.

10. Safety, precautions and liability

a. Use of the Club's facilities is at your own risk.

b. For your safety, a defibrillator/AED is available at reception.

c. Members and guests are advised to undergo a medical examination beforehand.

d. We advise pregnant women and people with diabetes or high blood pressure to consult their general practitioner before using the Club's facilities.

e. If the Member is not sufficiently familiar with particular facilities or equipment, they must ask a Club instructor for further explanation before use. This instruction is free of charge.

f. For your safety, the Club has a large number of emergency exits. Keep them clear and open them only in an emergency. Opening emergency doors may result in a response by the police or fire service.

g. By signing the registration form, the Member declares that they will not hold the Club, its employees or its visitors or members liable for accidents, injuries or death, or for loss of or damage to property, unless the Club has acted intentionally or with gross negligence.

h. You may store your sports bag and clothing in the lockers in the changing room. They are not permitted in other areas. Use of lockers is at your own risk. Please remove your belongings from the locker after training.

i. You may not consume food or drinks brought from outside. Do not chew gum while exercising.

j. Do not consume alcohol or drugs before using the Club's facilities. Alcohol and drugs reduce your reaction time and may therefore cause accidents or injuries.

11. Sexual harassment, aggression and verbal or physical violence

a. The Club has a reporting point for reporting inappropriate conduct by Club employees and Members. It can be contacted at meldpunt@myhealthclub.nl or by telephone on 06-29517677. Every report will be treated in strict confidence.

b. The Club does not tolerate sexual harassment, aggression or verbal or physical violence in any form. Such conduct may result in measures including termination of the membership and, where necessary, reporting the matter to the police.

c. Even if the membership is terminated for misconduct, the Member remains obliged to meet the payment obligations arising from the membership.

12. Children

a. Children aged 5 to 15 may participate only in classes intended for their age group. Children may not participate in adult classes. Children aged 12 or over may use the fitness equipment under the supervision of a parent or guardian.

b. Parents are responsible for their children's conduct.

c. The Membership Fee payable is calculated on the basis of the child's age. If the child turns one year older and consequently falls into another fee category, the new Membership Fee will be charged from the month following the child's birthday. This adjusted Membership Fee does not entitle the Member to terminate the Agreement early.

13. Club Rules and amendments

a. The Club Rules apply to all of the Club's services and facilities.

b. The Club reserves the right to amend the Club Rules periodically if it considers such amendments to be in the interests of members' safety, the maintenance or improvement of quality standards, or other matters that the Club considers relevant to the wellbeing of its members and operation of the Club. Amendments will never constitute grounds for early termination of the Agreement unless they are so substantial that the Member cannot reasonably be expected to continue the membership. Amendments take effect one month after they are announced.

c. The Club reserves the right to change the range of products and services offered.

14. Other provisions

a. Directions and instructions given by Club staff must be followed strictly.

b. The Club promotes a healthy lifestyle. Smoking is strictly prohibited throughout the Club.

c. Members may not sell products or services in the Club or make them available to third parties. Without the prior permission of the Club's management, Members may not offer services, including but not limited to courses, sports classes or coaching programmes.

d. Any disputes arising from the membership agreement will be submitted exclusively to the competent court in Rotterdam. The membership agreement is governed by Dutch law.