

## **Terms for signing up**

### Sign-up terms for 18 year old's and over

If you would like to sign up, you can be asked to hand over the following personal papers:

- \* A valid identity document (passport, identity card or driving license)
- \* A bank card with account number (name and account number must be visible).

These personal data should correspond with the information that must be filled in on the application form. The person signing up must be aware of the fact that the numbers of both of these papers can be digitally stored in the membership administration of Happy Bodies (hereinafter referred to as HB).

### Sign-up terms for minors (16 years and older)

A parent, or a guardian who has been appointed by virtue of the law, must come along for the registration and signing of the registration form. Later on, the above mentioned conditions apply. (see sign-up terms for 18 years and over). There is, though, an additional condition: a valid identity document of a parent, or a guardian who has been appointed by virtue of the law, must be handed over when signing up. This may be a passport, identity card or a driving license. Minors below the age of 16 will not be admitted as a member of Happy Bodies.

HB offers a range of membership periods, including: flexible, 12 and 24 months, with the displayed prices varying per membership and applicable for each four-week payment period. Exceptions regarding the price, duration and type of subscription are to be specified by the management and are binding to the member, the same counts for the agreed period of the membership. For each registration, a pro-rato amount is calculated for the remaining days of the month of registration, based on the period of registration. When signing up, every member pays € 20,- for administration costs and € 99,- for the start package. In the subscription options, every member has unlimited access to every facility within the clubs, except for a few specific facilities. These facilities require an additional fee. When losing or damaging the pass/bracelet, which will make it unusable, the member must purchase a new pass/bracelet. Every subscription is a contract of definite duration. After the first agreed subscription period, the subscription will be renewed for indefinite duration, for 1 calendar month at a time. From then on, it is possible to terminate the contract monthly, in compliance with the applicable notice period.

When terminating the contract in the first agreed minimum of the subscription period, there is a notice period of one month. Terminating the contract prematurely is only possible when moving outside a 15 kilometer radius of the health club and when another location of the health club isn't located in a 15 kilometer radius of your new place. The last must be shown by means of a registration of the new municipality. In case of terminating the contract after the common subscription period, or within one month before the common subscription period will end, a notice period of one entire calendar month applies. Termination of the contract is only possible by means of the tablet in the club, a written letter or a completed termination form, which is available at the health club's desk. Telephonic or oral terminations will not be accepted, as well as cancellations by email. When terminating by means of a termination form, you receive a proof of submitting. Keep this form in a safe place, this is not yet a confirmation of termination.

When correctly unsubscribed, a confirmation will be sent by email, giving the end date of the subscription. When a member is injured or ill for a prolonged period, it is possible to 'freeze' the subscription. In case of injury or prolonged illness, it is possible to freeze the membership for a minimum duration of 4 weeks and a maximum of 12 weeks. When freezing a subscription because of an injury or prolonged illness, a written proof by means of a medical certificate is needed, to confirm the injury/illness. When the treating physician won't issue this certificate, it is possible to obtain it from a non-treating physician, in accordance with the legal guidelines of the KNMG (Dutch federation of professional association of doctors). The freezing of the subscription always starts on the first day of the new payment period, after receiving the certificate of proof. Freezing the subscription with retroactive force is not possible. When freezing the subscription, the end date will be extended with a

similar period, including the financial obligations. There are a few exceptions. For example, freezing a subscription does not apply to internships, employment, studies or holidays, except for holidays that last for an uninterrupted period of at least 8 weeks. There is a continuation of the subscription fee during the period of freezing. When the member has announced recovery, the continuation will be adjusted by means of "free" extra weeks (there will be a maximum compensation of 12 weeks). Any installments that might still be outstanding after terminating a contract, will remain due and the payment must be immediately made. The same applies for installments that are still being reversed, plus an associated cancellation fee. Regardless of whether the facilities of HB are used or not, the customer remains obligated to meet the payment terms.. The extent of usage is unconnected to the payment obligation. HB reserves the right to refuse customers in case of misbehavior, and also to prematurely terminate contracts of immediate effect. In this case, payment obligation will be undiminished until the end of the contract.

### **Other General Terms**

HB reserves the right to modify one of the (or more) - or parts of the - health clubs, whether it's temporarily or permanently, and to partly or entirely close the health clubs during renovations, intern training days, unforeseen circumstances, government decisions, and several days in the holiday season. A refund of the membership fees will not be possible in these cases.

HB reserves the right to annually raise all tariffs. This raise does not give the member any right to terminate the contract, unless this raise is more than 10% a year. When signing up, the member agrees to comply with all the house rules. The member must be aware that breaking these rules will ensure that access to HB will be refused. Refusal of access will not take away the payment obligation for the entire duration of the subscription. The membership is strictly personal and not transferable. The member itself is responsible for communicating any changes in the subscription and/or address details.

Any potential arising costs when omitting this responsibility, will be accounted for the member.

HB is not liable for loss of property, embezzlement, theft or damage, direct as well as indirect to property of thirds.

HB is not liable for any accidents of members or attendees in the building. Neither is HB liable for injuries that might occur because of withholding medical information when signing up, or inappropriate usage of equipment and/or facilities.

HB reserves the right to complement and/or adjust the Terms and Conditions, as well as the House Rules and other general terms. Any modifications will be communicated by means of a newsletter or an email. These rules and conditions will hereafter be binding for each member.

### **Method of payment**

Upon registration using a sign-up form or tablet, the member commits to paying the due membership fee until the end of the contract. The termination of a membership is determined by the cancellation procedure outlined in the General Terms and Conditions. By signing, consent is given for the automatic direct debit from the bank account specified by the member, according to the direct debit rules further detailed upon approving the direct debit. Memberships are billed once every four weeks. Therefore, members generally pay in advance. Payment methods other than direct debit for memberships are not possible. Under no circumstances will refunds be made for membership fees that are prepaid.

### **When payments are not received**

For each direct debit round, only one term is collected, with the exception of the first direct debit at registration. If no payment is made, the member will receive a letter or email with a payment reminder. If this reminder is also not responded to, you will receive another reminder including additional chargeback costs of €7.50 and associated administrative fees.

When the member responds within the specified payment period, collection will proceed according to a set procedure. If the response to the payment reminder is late or not received, the outstanding

subscription fee and any remaining installments will become immediately due until the end of the contract. In such cases, the matter will be transferred to a collection agency appointed by HB. This agency will issue another reminder. If the payment is not made, the collection agency will charge a minimum of €40 in collection fees, in addition to interest charges. These costs are the responsibility of the member and must be paid to the collection agency along with the principal amount. Once the case is referred to the collection agency, the member will no longer have access to HB's facilities. From that point, all payments and communication regarding the membership must be conducted through the collection agency. The only way to regain access to the health club is to complete the payment process.

#### **Other terms**

The Dutch Law applies to this agreement. In case a provision in the subscription and/or terms appears to be void, this doesn't affect the validity of the entire agreement.

Acceptance of the membership must occur under reservation of approval of HB. Any use of the facilities is for one's own risk. Before using any facilities, or participating in any activities, every member must ascertain that usage/participation is medically justifiable.

Usage of the facilities of HB is only possible with clean indoor shoes and a towel. A member can be denied of access to the club when not bringing these. Happy Bodies will safely store and use your digital data. More information about this is to be found in the Privacy Statement of Happy Bodies.

**In case of provisions that are not provided in these conditions, the management of HB shall decide. This decision is binding for the member**