



## GENERAL TERMS AND CONDITIONS

**These general terms and conditions apply to all agreements between il fiore healthcenters, private persons, and employers.**

### ARTICLE 1 - DEFINITIONS

**Members:** : The individual or employer whose employees can make use of the sports facilities of il fiore healthcenters.

**Main Agreement:** The agreement between il fiore healthcenters and the Member activated through registration and the conclusion of a membership. The general terms and conditions are part of this agree.

**Add-on:** The additional service(s) or facility/facilities in the Main Agreement that can be bought at an additional fee and to which additional conditions apply.

**Offer:** Offer to the (potential) Member during a specific period, whereby price, contract duration, and the services or facilities rendered deviate from the standard membership offer.

**Start date:** The agreement starts on the day of registration. The start date will be postponed if you claim an offer and will consequently start after the free period.

**Mobile app:** The online environment in our mobile app where you can access your personal details and make changes to the membership.

**Location:** The club in the agreement identified as your home club. The Il Fiore App grants access to our classic clubs. A platinum membership allows you to work out at all our locations.

**Clubkey:** The access card or key to enter one of our clubs.

### ARTICLE 2 - MEMBERSHIP

- a. Registration as an il fiore healthcenters Member requires completing the registration form. After submitting the online registration form at the il fiore healthcenters location of your choice, the membership will be effective from the start date stated on the registration form. The registration fee, administration costs, and, if applicable, any proportional expenses will be payable at the time of registration. il fiore healthcenters is entitled to use registration details for communication and marketing purposes.
- b. We offer various membership options. The details of which can be found on our website or at any of our clubs
- c. Membership options are available for:
  1. 1 or 2 years fixed term, with an automatic renewal for an unlimited period at the corresponding rate with payment every 4 weeks.
  2. 1 or 2 years fixed term, with an automatic renewal for an unlimited period at the corresponding rate with a onetime advance payment.
  3. Flexible 4 week fixed term, with an automatic renewal for an unlimited period at the corresponding rate with payment every 4 weeks.
- d. Except for the flexible membership option, membership starts on the first of the month. If you become a Member during the current month, a prorated amount will be charged. Membership payment will then commence on the first of the following month.
- e. Promotional rates are valid for a pre-determined period of time. After this periode you will pay the regular membership fee. The chosen membership contract period starts after the discount period has ended.
- f. The membership is strictly personal and non-transferable



### ARTICLE 3 - PAYMENT TERMS

- a.** Each membership form has its own membership rate and conditions, which can be found on our website ([www.ifhc.nl](http://www.ifhc.nl)).
- b.** When you become a member, a membership fee is payable upon registration. The SEPA automated direct debit is effective upon the date of registration. All membership fees are payable and claimable in advance, pursuant to Art. 3c and 3d.
- c.** If you opt for a yearly agreement with full payment in advance, payment for the first year will take place upon registration through online bank payment or debit/credit card payment at the front desk. Subsequent annual payments will be through SEPA automated direct debit. If the agreement is renewed for an unlimited period, it can be cancelled at any time in accordance with a notice period of one calendar month. In the event the agreement is terminated, if applicable, any overpaid membership fees will be reimbursed.
- d.** If you opt for an agreement with payment every four weeks, the first payment will take place upon the date of registration via an online bank payment or debit /credit card at the front desk. Subsequent payments will take place every four weeks through SEPA automated direct debit at the rates set for that membership. Our direct debit period consists of four weeks, which enables us to execute 13 direct debits annually. Consequently, once per year, two direct debits take place in one calendar month.
- e.** In the event that we cannot collect payment for whatever reason, to include insufficient account balance, we will send another request for collection to your bank. Should this second attempt fail, additional bank costs of €2.99 will be charged.
- f.** Il fiore healthcenters has contracted Buckaroo Online Payment Service B.V. ([www.buckaroo.nl](http://www.buckaroo.nl)) to perform SEPA automated direct debit. Buckaroo Online Payment Service's IBAN number differs from that of il fiore healthcenters.
- g.** The il fiore Clubkey will be blocked as long as the Member does not comply with the payment obligation. Should this occur, the Member can be refused access to il fiore healthcenters locations. Il fiore healthcenters is entitled to dissolve the agreement in case of payment arrears. Following the dissolution, the membership fees for the remaining membership duration become immediately due and payable as indemnity per the dissolution date. In the event the Member continues to default, the claim will be transferred to a collection agent. All ensuing costs will be borne by the Member with a minimum obligation of €50.
- h.** Il fiore healthcenters may index its rates annually as of January 1, up to a maximum of 7%. This indexation does not give the member the right to terminate the agreement. If the price increase exceeds 7%, the member has the right to terminate the agreement free of charge as of the effective date of the change.
- i.** There are no kids lessons during school holidays and public holidays. The amount of contribution is based on an annual price. This annual amount is paid in 13 parts. You therefore pay the same amount during holiday periods.
- j.** If the Member does not make use of the options with respect to their selected membership offer, there will be no refund of the membership fee.
- k.** You can upgrade a membership during the lifetime of the contract. Downgrading is possible only after the contract period. .



#### ARTICLE 4 - ADD-ONS

- a. Your membership can be upgraded with optional Add-ons. These can vary per club. Current information, including rates for the extras, can be found on the mobile app, on [www.ifhc.nl](http://www.ifhc.nl), or can be requested in the club.
- b. Il fiore healthcenters aims to ensure that Add-on services are provided as smoothly as possible. Malfunctions may lead to restriction of services. il fiore healthcenters is not liable for such malfunctions, nor do such malfunctions provide the rights to reimbursement, discount or mitigation of the membership fee. Add-on malfunctions or restrictions will be resolved by il fiore healthcenters as soon as possible.
- c. The Add-on is strictly personal and linked to the main membership. In case of excessive or improper use, il fiore healthcenters may impose restrictions to the use of the Add-on. Additionally, In that case, il fiore healthcenters is entitled to terminate the membership immediately and claim a penalty of a minimum of €50.
- d. The Add-on is activated immediately, so you can use it right away. If you opt for a membership with a payment every 4 weeks, the Add-on costs will be added to your membership, so both amounts will be collected at the same time. If you take an Add-on after the effective date of your membership, a prorated amount of the fee for the Add-on is payable for the period between activation and the first day of the subsequent period of 4 weeks, with a minimum of €0.75. When you opt for a membership with full payment in advance, the costs for the Add-on are payable along with the membership fee.
- e. The Add-on live groepslessen (live classes) allows you to join live classes without limitation within the times of your membership at il fiore healthcenters clubs where these classes are being offered. Each live class has a limited number of participants (fully booked=fully booked). You are required to make a reservation for the live classes through our app.
- f. The Add-on 'Yanga Sportswater' allows you to top up your bottle with Yanga Sportswater without limitation. A reasonable interval time is required between two draws from the dispenser. Make sure your bottle can contain 500 ml.
- g. Each Member can buy a Personal Training introduction at the club. Il fiore healthcenters outsources the introduction session to an organisation that facilitates the Personal Training at the club.
- h. The Member may terminate the Add-on agreement on the date when the minimal agreement duration of 1 paid period has passed. If several Add-on agreements have been concluded, the Add-ons must be terminated individually. All Add-on agreements legally terminate when the Main Agreement terminates for whatever reason, with no additional cancellation required.



## ARTICLE 5 - CLUBKEY

- a. During the first visit to an Platinum il fiore healthcenters location, the Member will receive the il fiore Clubkey upon presentation of a valid ID. Member access to the il fiore healthcenters location is permitted exclusively with a valid il fiore Clubkey or Il Fiore App.
- b. The Member will be liable and responsible at all times for the use and abuse of the Clubkey. Use of the il fiore Clubkey is limited to the individual Member to whom it is issued.
- c. The il fiore Clubkey remains the property of il fiore healthcenters at all times. In case the il fiore Clubkey is missing, lost or stolen, the payment obligations will remain in full force. A replacement of the il fiore Clubkey can be acquired for a payment of €15.
- d. When the membership terminates, Members must hand in the il fiore key at the club no later than the last day of the membership.
- e. With the Il Fiore App, members gain access to our clubs, with the exception of our Platinum club. Access to our 24/7 clubs outside office hours is only possible with the Il Fiore App.
- f. At il fiore healthcenters, the club key and QR code are strictly personal. This means that only the registered member is permitted to access our facilities using these methods. If anyone other than the member uses the club key or QR code to gain access to our facilities, we consider this unauthorized entry. il fiore healthcenters will take appropriate measures if such misuse is detected. These measures may include issuing official warnings and imposing fines. In cases of repeated or severe violations, il fiore healthcenters reserves the right to terminate the membership agreement.

## ARTICLE 6 - OPENING TIMES

- a. The various il fiore healthcenters locations have different opening times.
- b. Il fiore healthcenters reserves the right to change opening times and class schedules (for example in case of calamities, force majeure, or for the purpose of functionality) and is entitled to close il fiore healthcenters on official public holidays. This does not provide rights for the reimbursement of membership fees.
- c. Some of our clubs are open 24 hours on certain days. Please refer to our website [www.ifhc.nl](http://www.ifhc.nl) to determine club hours. If a club is open 24 hours per day, it is possibly not staffed during certain hours. If this is the case, surveillance of the club is maintained by camera. You must be over 18 years to use the club's facilities between 10.00 pm and 7.00 am.

## ARTICLE 7 - RELOCATION OR INJURY

- a. A Platinum membership can be terminated based on the Member relocating to a different home address. However, the following conditions and requirements must be met:
  1. Physical relocation must be outside a radius of 20 km from the il fiore healthcenters.
  2. Presentation of a copy of registration in the municipality where the Member has relocated.
  3. Due observance of the notice period of 1 calendar month.
- b. If you are not able to use the facilities for more than one month due to an injury or illness, it is possible to temporarily freeze the membership with the presentation of a medical statement from a physician. Membership can be frozen for up to two months. Freezing a membership is only possible based on full calendar months as per the subsequent calendar month. The end date of the membership will be automatically extended for the same period as the duration of the freeze. For the freeze, an amount of €2.99 will be charged per payment period.



- c.** If you are permanently unable to use your membership for medical reasons, you can terminate it prematurely with the observance of a notice period of 1 calendar month. To do so, you must show evidence that demonstrates your inability to use your membership—for example, with a statement from a physician

## **ARTICLE 8 - TERMINATION**

- a.** With due observance of a notice period of 1 calendar month, or four weeks before the end of the payment period, the Member can terminate the Main Agreement including Add-ons by logging onto our app. The Member will receive a confirmation e-mail.
- b.** Company Fitness memberships must be terminated by the employer
- c.** If a cancelled membership was concluded for a period longer than 1 year, a repayment of the unduly enjoyed discount on the membership, the offer and the registration fee will be charged.
- d.** In case you allow someone else (member or non-member) access to the club, for example by allowing an individual through the gate or door, or by handing over the Clubkey, il fiore healthcenters can impose a penalty of €10 for this infraction and deny access to the club until the penalty is paid. il fiore healthcenters reserves the right to terminate the agreement should infringements be repeated.
- e.** If you do not follow the arrangements of the agreement, or do not comply with the house rules, or display unacceptable behaviour, il fiore healthcenters can deny you access to the club and terminate the agreement (effective immediately). Assessment of the situation is exclusively reserved to il fiore healthcenters. Renewed registration after such suspension is a reasonable cause to immediately terminate the new membership.



## ARTICLE 9 - RIGHT OF WITHDRAWAL

- a.** When you register via the website, you have the right of withdrawal of your membership within 14 days after the day of registration, without stating reasons.
- b.** In order to exercise the right of withdrawal under section a. of this article, you need to submit a notice of withdrawal via the contact form that includes your withdrawal request, your full name, your date of birth, and your address details. The notice of withdrawal must be dated and signed by you.
- c.** Il fiore healthcenters will send the Member a receipt of the notice of withdrawal as soon as possible per email.
- d.** When the Member exercises the aforementioned right of withdrawal, il fiore healthcenters is entitled to collect an immediately payable reasonable compensation of €13 for the services by il fiore healthcenters.
- e.** The aforementioned right of withdrawal ends once you start using the facilities.
- f.** If the member decides to make use of the right of withdrawal, the amount paid upon registration (minus the reasonable fee of € 13,- charged as referred to in paragraph d of this article) will be refunded to the member's account within 30 days. If the amount has been paid by SEPA direct debit, the amount will be refunded when the refund period (60 days) has expired.

## ARTICLE 10 - HOUSE RULES

- a.** Il fiore healthcenters reserves the right to dissolve the Main Agreement at the discretion of the location manager in case of serious or repeated infringement of the house rules or other displays of unacceptable behaviour. The contribution for the remaining contract period after the dissolution will immediately be due and payable as compensation per the dissolution date.
  - We expect that everyone complies with the general values of decency to one another and to il fiore healthcenters team members. This means respecting each other and refraining from behaviours that can be interpreted as harassment.
  - Telephone calls can only be made in the lounge. Respect the quiet in this area.
  - Please wear proper sportswear. Apparel that is frayed, ripped, or has unpleasant odour is not allowed. Sleeveless T-shirts (singlets or halter shirts) should be sleek to the body and not offensive (to be assessed by the il fiore healthcenters team).
  - Only wear trainers that have not been used outside (non-marking soles).
  - Store your gym bag in a locker, and don't take it to the workout area. Using a locker outside of a visit is not allowed. If a locker is found locked after closing time, it will be opened.
  - Park your car, bike, scooter, or moped in an orderly manner in the designated area. At il fiore healthcenters Maastricht Céramique (parking garage) and il fiore healthcenters Maastricht Mariaberg (parking lot), parking the car is allowed only with the il fiore Add-on for parking.
  - Please maintain good personal hygiene.
  - It is mandatory to use a towel to cover the upholstered components of (strength) equipment.
  - After using a machine, please clean it with the disinfectant and paper towel provided. When needed, please clean the floor surrounding the (cardio) equipment and spinning bikes.
- b.** Het Use of or dealing in drugs, tobacco, alcohol, or other stimulants is forbidden. Upon discovery, using or dealing in such stimulants will lead to immediate membership revocation without rights to a refund of previously paid membership fees.



## ARTICLE 11 - RISK AND LIABILITY

- a.** Practising sports may entail risks. When using our facilities, you must assess your capabilities. We do not offer active assistance by team members at the club. You can, however, book a Personal Trainer or buy a personal training session (intro PT). You are personally responsible for the manner in which you train and the training choices you make. Using the facilities is at your own risk. Should you have doubts about your physical condition and/or capabilities, we recommend expert advice from a physician or specialist in order to determine the correct and optimal mode of training.
- b.** Personal training sessions are solely reserved to be given by personal trainers that have an agreement with il fiore healthcenters.
- c.** il fiore healthcenters and our employees are not liable for material or immaterial damage or injuries due to an accident in our clubs.
- d.** We advise that you refrain from bringing any valuable belongings to the clubs. il fiore healthcenters always provides lockers, although use is at your own risk. il fiore healthcenters does not accept any liability claims for damage, loss, or theft of your belongings.

## ARTICLE 12 - COMPLAINTS

- a.** Should you unfortunately have complaints, we regret that, however, please communicate these to us. You can, of course, speak with the host on duty. You may also contact our customer service via the contact form on our website

## ARTICLE 13 - PERSONAL DETAILS

- a.** In order to process your agreement, we require the Member's personal details. il fiore healthcenters processes these personal details in a proper and careful manner, and within the applicable legal and regulatory framework, that is, the General Data Protection Regulation (GDPR).
- b.** Il fiore healthcenters collects and processes personal details for various purposes, such as data for implementation of our agreements and services, for our own business operation, and to comply with our legal obligations.
- c.** We employ 24/7 camera surveillance to protect the safety of the people and property in and around our clubs. Camera surveillance is generally restricted to the training area and is not present in the toilet, showers, or changing rooms. However, depending on the location, there could be camera surveillance in the men's changing room to prevent vandalism and theft of your belongings.



## ARTICLE 14 - EXTRA SAFETY REGULATIONS FOR 24/7 LOCATIONS

- a.** The clubs have 24-hour (video) surveillance and use of the club is archived. The Member is not permitted to bring guests without prior consent of the club. If this policy is violated, each person will be charged a penalty of €10. Upon a subsequent violation, the membership will be suspended or terminated with claimability of the full membership fee for the remaining membership period and a penalty of €150.
- b.** The Member is responsible for understanding the operation of the alarm devices and agrees to use them only in case of an emergency. Abuse of the alarm devices is subject to a penalty of €250. Additionally, the costs for the notified security services (police, ambulance, etc.) will be charged.
- c.** The Member should read all safety communications displayed in the club. In particular, the Member should observe all instructions regarding the safe and correct use of each fitness item/machine in the club. The Member is aware of the fact that the club is unstaffed at times and should not use unfamiliar fitness equipment at those times.
- d.** Members with physical or mental disabilities and/or a medical history are aware that they are only allowed to work out during staffed hours or together with another member/partner during unstaffed hours. For these members, working out alone during unstaffed hours is not permitted.
- e.** Young people from 16 to 18 years of age are allowed to work out between 07:00 am and 10:30 pm or together with an adult. Young people from 12 to 16 years of age are only allowed to work out together with an adult and solely during staffed hours. The guardian(s) of the members between the ages of 12 and 16 are responsible for compliance with Article 14<sup>E</sup>.
- f.** Wearing a cap or hood is not permitted for reasons of safety and identifiability.
- g.** Access is only possible at some locations with the QR scanner in the Il Fiore App. Il fiore healthcenters cannot be held responsible if the member's mobile phone does not support the application.



## ARTICLE 15 - FINAL PROVISIONS

- a. Dutch law is exclusively applicable to these conditions and to all agreements concluded by or with il fiore healthcenters.
- b. All disputes that may arise in relation to the agreement between the Member and il fiore healthcenters will be settled by the competent court in the district where the Member's home club is located.
- c. Il fiore healthcenters is entitled to amend these general terms and conditions. Amended general terms and conditions apply to new members and for members whose membership is renewed based on article 3a. Il fiore healthcenters is entitled to amend the general terms and conditions of agreements between il fiore healthcenters and a private person or a company concluded for an unlimited period. On the understanding that the member is notified of the change at least three months before the change is implemented.
- d. In the case of a sub facility/service not required for fitness purposes or group classes (e.g., sauna), il fiore healthcenters may opt to change this facility, or no longer offer it. This does not infer the rights for early termination and/or a (partial) refund of the membership fees.

## ARTICLE 16 - IDENTITY OF THE SELLER

Herteheym Lifestyle B.V.  
Trading as: il fiore healthcenters Herten  
Business address: Putkamp 4, 6049 AK Roermond  
KVK number: 13040691  
VAT number: NL816203611B01

Il Fiore Lifestyle B.V.  
Trading as: il fiore healthcenters Maastricht Céramique  
Business address: Avenue Céramique 201, 6221 KX Maastricht  
KVK number: 12047512  
VAT number: NL816203611B01

Fit All Day Roermond B.V.  
Trading as: il fiore healthcenters Roermond  
Business address: Bredeweg 12a, 6042 GG Roermond  
KVK number: 12062748  
VAT number: NL816203611B01

Il Fiore Maastricht B.V.  
Trading as: il fiore healthcenters Maastricht Mariaberg  
Business address: Florasingel 31, 6214 VN Maastricht  
KVK number: 62097814  
VAT number: NL816203611B01

Il Fiore Weert B.V.  
Trading as: il fiore healthcenters Weert  
Business address: Graafschap Hornelaan 136a, 6004 HT Weert  
KVK number: 66917549  
VAT number: NL816203611B01

Il Fiore Panningen B.V.  
Trading as: il fiore healthcenters Panningen  
Business address: John F. Kennedylaan 209, 5981 WZ Panningen  
KVK number: 71791795  
VAT number: NL816203611B01