

Promenade Healthclub & Spa 2019 General Terms and Conditions

Article 1 Definitions

Agreement: concluded between the Participant/Member and Promenade Hotel B.V., trading under the name Promenade Healthclub & Spa.

Location: the name of the club is "Promenade Healthclub & Spa" and it is located at Van Stolkweg 1, 2585 JL The Hague, the Netherlands.

Participant/Member: a natural person (m/f) aged 18 or over, who has entered into a written agreement with Promenade Healthclub & Spa in order to make use of the services and facilities offered by Promenade Healthclub & Spa.

Card Holder: the natural person or, in the case of company fitness, the legal entity who entered into an Agreement.

Article 2 Applicability

These General Terms and Conditions apply to the conclusion and performance of all agreements on the provision of services and facilities by the Healthclub & Spa entered into by the Participant and Promenade Healthclub & Spa.

Article 3 Agreement

3.1 An Agreement is concluded by:

3.1a Completing and signing the (paper or digital) registration form, also serving as a membership agreement, at the reception desk present at the Location of Promenade Healthclub & Spa.

3.1b In case of company fitness, in the manner as agreed upon with the employer.

3.2 Promenade Healthclub & Spa is entitled to use the data provided for purposes of communication with its Members.

3.3 If the maximum number of Members has been reached, the Participant will be placed on a waiting list. The Participant is informed by Promenade Healthclub & Spa once the Agreement may be concluded.

3.4 A valid registration as a Member of Promenade Healthclub & Spa entitles the Member to make use of the facilities of Promenade Healthclub & Spa linked to the membership concerned during opening hours.

3.5 Children aged below 18 must submit written approval from their parent/guardian/caregiver at the time of entering into the Agreement.

3.6 The Agreement is strictly personal and cannot be transferred to third parties without the permission of Promenade Healthclub & Spa.

Article 4 Reflection period

The Participant is entitled to cancel the Agreement at no cost within a reflection period of one week from the date of signing the Agreement. If the Participant starts using the facilities prior to the end of this period, this entitlement to cancellation will lapse.

Article 5 Promenade Healthclub & Spa membership card

5.1 The Promenade Healthclub & Spa membership card remains the property of Promenade Healthclub & Spa at all times.

5.2 The Card Holder is at all times liable for the use and/or misuse of the Promenade Healthclub membership card.

5.3 The Participant is obliged to report themselves by scanning the card using the scanner present at the Location for this purpose.

5.4 If the Promenade Healthclub & Spa membership card is lost, stolen or otherwise goes missing, the payment obligations will continue to apply in full. The Card Holder must report this loss both by telephone and in writing; the pass will be blocked upon receipt of such report. The telephone number to be used to make this report is provided on www.promenadehealthclub.nl. A replacement card is available from the Promenade Healthclub & Spa reception desk. The replacement card costs €20 and payment is effected by way of direct debit collection.

5.5 Upon termination of the membership, the Promenade Healthclub & Spa membership card must be returned to Promenade Healthclub & Spa within the period of one month from the end of the membership. If the Participant fails to return the card within this term, an amount of €20 will be collected by way of direct debit collection.

Article 6 Opening hours

6.1 Promenade Healthclub & Spa reserves the right to alter its opening hours.

6.2 Promenade Healthclub & Spa may be closed on all official and recognised public holidays.

6.3 Promenade Healthclub & Spa may close the Location referred to in the membership agreement for maintenance and repair work. The Participant is not entitled to restitution of membership fees in such case.

Article 7 Membership, term and payment

7.1 The payment obligation and direct debit collection start the moment the Agreement has been concluded.

7.2 A membership agreement with Promenade Healthclub & Spa is entered into for an agreed term, which term starts on the commencement date. The commencement date of the membership agreement and the payment term of the membership fees are selected by the Participant when entering into the Agreement and registering themselves as a member. Payment must be effected either in advance for the full term of the Agreement or by way of monthly direct debit collection.

7.3 All amounts are due and payable in advance.

7.4 Upon the lapse of the first Agreement term, the Agreement is renewed automatically. Refer to Article 10 for the provisions on termination.

7.5 Payment of the amount related to the membership entered into must be effected in advance by way of direct debit collection per monthly period.

7.6 If our monthly or semi-monthly collection fails, for instance due to the payment account containing insufficient funds or to a reversal by whichever cause, the Participant will be obliged to transfer the amount due to the account with the number NL96INGB0007477865, held in the name of Promenade Hotel B.V., stating the invoice number, within 14 days. If the Participant is in default of payment after the expiry of this period of two weeks, the claim will be passed on for collection, after the Participant has received notice of default at least once. All related costs will be for the account of the Participant concerned.

7.7 After a notice of default has been sent at least once, the Participant will have their entry to the Promenade Healthclub & Spa blocked for as long as the payment obligation has not been met. The Participant may be refused access to the Location. In case of any arrears of payment, Promenade Healthclub & Spa has the right to terminate the relationship with the Participant, such without this leading to the lapse of the payment obligation.

7.8 No membership fees are returned if the Participant fails to make use of their membership. Suspension of payment in the interim is not permitted.

Article 8 Price and price changes

8.1 The membership fees are paid prior to the conclusion of the Agreement.

8.2 Any price increases are properly communicated by Promenade Healthclub & Spa 4 weeks prior to their entry into effect.

8.3 In case of a price increase, Members paying their membership fees by way of monthly direct debit collection are entitled to terminate the Agreement within 4 weeks of having been informed thereof by Promenade Healthclub & Spa. This clause does not apply to Members paying the membership fees in full at the commencement date of the Agreement.

8.4 Termination in accordance with paragraph 3 is not possible in the case of price adjustments directly arising from statutory provisions, such as an increase in the VAT rate, unless Promenade Healthclub & Spa communicates such price increases within 3 months from the date of the conclusion of the Agreement. In the latter case, Members paying their membership fees by way of monthly direct debit collection are entitled to terminate the Agreement within 4 weeks of having been informed thereof by Promenade Healthclub & Spa. This clause does not apply to Members paying the membership fees in full at the commencement date of the Agreement.

Article 9 Risk and liability

9.1 The use of devices, saunas, steam bath, Turkish bath, infrared sauna, beauty and massages and the following of any programme, of whatever nature, at Promenade Healthcare & Spa, takes place fully at the Participant's own risk.

9.2 To the extent Promenade Healthclub & Spa and its staff are liable for any damage, the amount payable is limited to the amount paid out by their insurance.

9.3 Promenade Healthclub & Spa is not liable for damage to or the loss of property, except where agreed otherwise or in case of any unlawful act on the part of Promenade Healthclub & Spa.

Article 10 Termination

10.1 Unless agreed otherwise, the Participant who wishes to terminate an Agreement entered into for the period of one year or less may only do so from the date of the end of the membership period, with due observance of a notice period of one month. Notice must be given by way of a proper email or registered letter. If the Participant fails to terminate the Agreement in time, the Agreement shall be effective for an indefinite period from the end of the agreed period.

10.2 The Participant may at all times terminate an Agreement entered into for an indefinite period with due observance of a notice period of one month.

10.3 Termination in the interim is not possible, except for the reasons referred to in Articles 10.4 and 10.5.

10.4 The Participant may terminate the Agreement in the interim if the Participant changes their residence and, for this reason, becomes unable to continue to make use of the gym and spa facilities. Such change of residence must be demonstrated in writing by way of an extract from the municipal registry. Such termination must take place within one month from the date of the move. Refer to Article 14 for the conditions for the return of membership fees.

10.5 A Participant may terminate the Agreement in the interim if an injury or sickness that is demonstrable at the time of termination renders it impossible for the Participant to make use of the fitness and spa facilities for the remainder of the term of the Agreement. The Participant must demonstrate the existence of such injury or sickness by way of a valid doctor's statement, not older than one month, to the effect that the Participant is unable to exercise for a prolonged period. Refer to Article 14 for the conditions for the return of membership fees.

Article 12 Suspension

12.1 A suspension of the Agreement is only possible if the Participant has become physically unable to exercise and is able to demonstrate this by way of a valid doctor's statement, not older than one month, to the effect that the Participant is unable to exercise for a prolonged period. The suspension will become effective on the first day of the month following the month in which the Participant has submitted the doctor's statement and requested the suspension in writing.

12.2 Requests for suspension must be submitted in writing and must state an expected end date. In case of an extension of the suspension, the Participant is responsible for providing a new end date in good time, at any rate prior to the lapse of the current end date of the suspension.

12.3 During the suspension period, the membership fees will continue to be collected by way of direct debit collection until the original end date of the Agreement, at which date the Agreement is automatically renewed for a period equal to the term of the suspension. The Participant is not required to pay membership fees for the aforementioned (additional) term.

Article 13 General terms and conditions, applicable law and choice of forum

13.1 These General Terms and Conditions and all Agreements concluded by or with Promenade Healthclub & Spa are exclusively governed by Dutch law.

13.2 All disputes that may arise from an Agreement concluded between a Participant and the Promenade Healthclub & Spa Location referred to in that Agreement shall be settled by the competent court in The Hague, the Netherlands.

13.3 By registering, the Participant declares that they are familiar with and accept the General Terms and Conditions and house rules of Promenade Healthclub & Spa, these General Terms and Conditions and the registration form referred to in Article 2 of these General Terms and Conditions forming one undivided document and jointly making up the Agreement.

13.4 Promenade Healthclub & Spa is entitled to unilaterally amend and/or supplement these General Terms and Conditions. In the event of amendments of or additions to these General Terms and Conditions, the Participant will be informed of their substance in advance and be given the opportunity to terminate the Agreement. Promenade Healthclub & Spa shall inform the Participant of upcoming amendments/additions at least two months before they enter into force. If the Participant wishes to terminate the Agreement in connection therewith, such must be effected no later than one month after the date of their entry into force. The termination shall become effective one month after Promenade Healthclub & Spa has received the notice of termination.

Article 14 Return of membership fees

14.1 If the Participant opted to pay the membership fees for 1 month / 6 months / 1 year in advance, the Participant is not entitled to the (partial) return of these membership fees in the case of termination, unless the provisions of Article 10.5 apply to that Participant. If the provisions of Article 10.5 apply to the Participant the membership fees paid in excess - i.e. paid for the period during which no use will be made of the services and facilities - will be returned within 14 business days.

14.2 If the Participant has elected to have their membership fees paid by way of monthly direct debit collection and if the situations detailed in Articles 10.3 and 10.4 apply, the Participant is entitled to the return of no more than 1 month's worth of membership fees.

14.3 Membership fees cannot be returned if the Participant has opted to have the Agreement run for an additional period due to its suspension.

Article 15 Membership changes & changes of personal details

15.1 The Participant must personally report changes of personal details or bank account details in a timely manner.

15.2 The Participant is entitled to upgrade their membership to a more expensive membership, giving access to more facilities. The end date of the original Agreement will continue to apply. If the membership fees were paid in advance, these will be offset against the fees due and the remainder is to be paid immediately.

15.3 It is not possible for a Participant to downgrade their membership to a cheaper membership granting access to fewer facilities over the course of the original term of the Agreement.

Article 16 Privacy

We process your personal data for various purposes. For more information on our privacy policy, please visit www.apollohotels.nl/privacy.

Article 17 CCTV monitoring

CCTV monitoring is in place in various spaces, including all common spaces, to prevent vandalism and theft and to safeguard the security of our Members and staff. There is no CCTV monitoring in the dressing rooms.

Article 18 Illegal performance of personal training activities

The Participant is not allowed to perform personal training activities in our Location without the permission of Promenade Healthclub & Spa.

Article 19 Conduct and house rules

19.1 All Members shall at all times conduct themselves in accordance with the applicable legislation, the Agreement (including these General Terms and Conditions), the house rules, and what is deemed to be proper conduct in society. Conduct the Members are in this connection not allowed to display at any rate includes, but is not limited to: (a) discrimination in any form, including on the basis of gender, religion, colour, ethnicity or sexual orientation, (b) physical contact with other Members, staff members or other persons without their express consent, (c) theft of or the causing of damage to the property of the entrepreneur or other persons.

19.2 Members may not make audio or video recordings in the Locations without the express written permission from Promenade Healthclub & Spa.

19.3 The house rules contain additional rules with respect to the situations referred to in paragraph 1 of this Article and are available for inspection on www.promenadehealthclub.nl and in the Location.

19.4 The Participant is expected to be familiar with the house rules and the General Terms and Conditions of Promenade Healthclub & Spa and to conduct themselves accordingly.

19.5 The most recent version of the house rules apply to the Agreement.

19.6 If the Participant has any questions with respect to Promenade Healthclub & Spa, they shall initially contact a staff member of Promenade Healthclub & Spa and subsequently contact Promenade Healthclub & Spa in writing.

19.7 Promenade Healthclub & Spa is entitled to amend the house rules. The amended house rules will immediately apply to all Participants.

19.8 In the event of serious or repeated violations of the house rules or in the event of the Participant having displayed other unacceptable conduct and upon having issued a written warning to the Participant, Promenade Healthclub & Spa reserves the right to demand surrender of the card and terminate the membership without any return of paid fees being required and without the payment obligation for the original contract period lapsing.