

GENERAL CONDITIONS OF CLUB ATTENDANCE

These General conditions of Club attendance determine the procedure for access to the Club, receiving of services at the Club, being at the Club, behavior during the Club attendance, using of sports inventory and equipment in the Club and also determines the rights and obligations of the Customer and the Company upon the Customer attending the Club (hereinafter in the text – General conditions). The terms used in the text of the General conditions shall have the same meaning as the terms used in the Basic conditions of the Customer Contract.

Upon attendance of the Club the Customer shall comply with these General conditions, as well instructions of the Club staff.

These General conditions are valid in any Club and shall form an annex to the Basic conditions of the Customer Contract signed between the Customer and the Company.

1. ACCESS TO THE CLUB

1.1. To gain access to the Club and to exit the Club, the Customer shall pass through the turnstile, installed at the entrance to the Club, and identify by putting the Identification device to the mechanism, which has been installed at the turnstile.

1.2. It is forbidden for 2 (two) or more people to be in the turnstile entrance at the same time.

1.3. For any attempt to access the Club or exit the Club without performing identification through the Identification device the Company shall be entitled to ask the Customer to leave the Club immediately and prevent the Customer from gaining access to the Club.

1.4. In case of damaged mechanism, which has been installed at the turnstile, or of the turnstile, as well as upon occurrence of any problems and issues related to the Customer identification through the Identification device, the Customer shall address the Club administrator for help.

2. PRESENCE IN THE CLUB TERRITORY

2.1. Upon attendance of the Club the Customer shall comply with the generally accepted behavior norms. It is forbidden to cause noise or otherwise bother other Customers or Club staff. No behavior, which harasses or humiliates other Customers or Club staff, is permitted, as well as use of swearwords and vulgar and indecent behavior.

2.2. It is forbidden to bring into the Club territory alcohol, drugs, weapons, other sharp items, which may be used to cause injuries to other Customers or Club staff. It is forbidden to smoke, use alcohol and other intoxicating substances in the Club territory, and to be there under the effect of alcohol or drugs. If the Club staff will become suspicious that the Customer is in such condition that indicates use of other intoxicating substances, the Club staff shall be entitled to ask the Customer to leave the Club immediately.

2.3. Without written consent of the Company it is forbidden to distribute (including to leave at the Club territory) leaflets and advertising materials and to agitate for customers in the Club territory.

2.4. It is forbidden to perform surveys and agitation (including political) in the Club territory, to harass other Customers or Club staff with services, goods or requests.

2.5. Without written consent of the Company it is forbidden to sell goods and services in the Club territory.

2.6. In the Club the Customer shall comply with general and personal hygiene conditions.

2.7. Upon attendance of shower it is forbidden to use honey, clay, salts, body butter or scrub.

2.8. It is forbidden to dye hair, cut hair and shave in the Club premises.

2.9. It is forbidden for animals to be present in the Club territory.

2.10. The Customer shall not be present in the service premises of the Club, which are intended for Club staff only.

2.11. The Customer shall not bring into the Club and use in the Club food that he/she has brought in. It is allowed to bring beverages into the Club only in a closed bottle.

2.12. The Customer shall not in any way arbitrarily use the technical equipment, which belongs to the Company or is situated in the Club territory, including: to switch on, switch off, adjust or otherwise change the settings of audio and video equipment, conditioners and other technical devices. If any damages or failures in the operation of the technical equipment are identified, the Customer shall address the Club staff.

2.13. The Club territory is subject to video surveillance in order to prevent and discover criminal offences, and to ensure protection of the life and health of Customers and Club staff. Video records are used for this purpose only.

2.14. The Customer shall not touch the video surveillance cameras or interfere with their operation in any way.

2.15. If it is established that other Customers fail to comply with these General conditions, including, if the behavior and hygiene conditions are not complied with, and if conflicts arise with other Club visitors, the Customer shall address the Club staff.

2.16. The Customer shall be materially responsible for the damaging or destruction of technical equipment or other property owned by the Company or situated in the Club territory.

3. WORKOUT IN THE CLUB

3.1. The Customer may access the Club only during the working hours of the Club, which have been specified in the Website and the Customer area; besides access may be gained to the Club latest 1 (one) hour before its closing.

3.2. The Customer shall be entitled to attend group workouts in the Club only if he/she has purchased and paid the Additional service: Group workouts in accordance with the provisions of the Contract signed between the Customer and the Company.

3.3. Group workouts may be attended only on the condition that the Customer has signed up for the relevant group workout in advance, in compliance with the restrictions of the number of participants of each group workout imposed by the Company. Information on such restrictions is available at the Website, Customer area and with the Club staff.

3.4. Upon attendance of the Club, especially upon attendance of group workouts, the Customer shall conform to the instructions of the Club staff.

3.5. The Customer shall be entitled to attend the Club and use the services of the gym and group workouts only in sports clothing and closed changing shoes, intended for relevant trainings and workouts, in accordance with the provisions of the relevant training and group workout and instructions of the Club staff. It is forbidden to attend the club in street shoes. It is forbidden to work out in the gym with a naked torso, and it is forbidden during the group workouts as well. Upon attendance of the showers the Customer shall have separate shoes with non-slip rubber soles.

3.6. Before attendance of trainings in the gym and group workouts in the Club, it is recommended to take off all jewelry that might cause hindrances during the training and group workout.

3.7. Upon attendance of the Club, gym and group lessons, the Customer shall leave his/her personal belongings in the box, which is located in the changing room. It is not recommended to leave any valuable items in the box. The box shall be closed with the personal hinged lock of the Customer, which the Customer shall purchase on his/her own and always take with him/her upon attendance of the Club. The Customer shall not be entitled to hand over the key of his/her hinged lock to other persons, and he/she shall ensure that the key of his/her hinged lock is kept with him/her during the Club attendance. After training and workout in the Club and upon leaving of the Club the Customer shall vacate the box from all items therein, remove and take away his/her hinged lock and leave the box open. If a hinged lock will be found on the box after closing of the Club, it will be cut off and will not be returned to the Customer; in such case the belongings left in the box will be moved for storage at the Club as found items.

3.8. Upon finding of belongings of others in the Club territory, it shall be handed over to the Club staff.

3.9. The found items shall be kept at the Club for 14 (fourteen) days; perishable items shall be kept for 24 (twenty four) hours after these have been classified as ownerless items and shall be transferred into the possession of the Club, unless legislation of the Contract country specifies for other procedure. The found items shall be issued upon presenting of a personal identification document. The Club shall not be responsible for belongings and any material values, which the Customer has left in the box, changing room, shower rooms and any other Club premises.

4. USING SPORTS INVENTORY AND EQUIPMENT

4.1. Conditions of use and instructions of sports inventory and equipment are available in the Club at the relevant sports inventory and equipment, directly on the sports inventory or equipment or from the Club staff.

4.2. Before commencement of the training in the gym or group workout, the Customer shall address the Club staff with any questions related to the use of the sports inventory and equipment of the Club, as well as in case of any safety technique questions.

4.3. Upon usage of the sports inventory and equipment of the Club, if the Client fails to comply with the conditions of use and instructions, as well as the instructions of the Club staff and doctor, the Client shall assume full responsibility for the violation of the regulations, instructions and orders (including in regard to exceeding of permitted load), as well as the possible damage, which might be caused to the health of the Customer.

4.4. Upon completion of training in the gym or group workout, the sports inventory or equipment shall be returned to the specially designated place. After the use the sports inventory or equipment of the Club shall be left as it were before (including the removal of weight from the bar), and after the training in the gym or group workout all equipment surfaces shall be cleaned, using tissues and special cleaner available at the Club.

4.5. The Customer shall not use sports inventory or equipment for too long. The Customer must remember that other Customers of the Club are entitled to use this sports inventory or equipment as well.

4.6. The Customer shall use the premises, sports inventory or equipment, which belongs to the Club or is situated in the Club territory, in a manner compliant with the purpose of use and in accordance with the regulations and instructions, and the orders received from the Club staff. It is forbidden to use equipment and inventory of the Club in any other manner but the one specified in the instructions of use and conditions. The Customer shall use the equipment and inventory of the Club in careful manner and treat any other item of the Club with due care as well. Upon establishment of any damage of the sports inventory or equipment, the Customer shall address the Club staff.

4.7. The Customer shall be materially liable for any damage or destruction of the sports inventory or equipment owned by the Company or situated in the Club territory.

5. RESPONSIBILITY FOR HEALTH CONDITION

5.1. The Company and the Club staff shall not be responsible for accidents that take place in the Club territory and injuries, caused to the Customer, if he/she has permitted gross ignorance of these General conditions, safety regulations, conditions of use and instructions of the sports inventory and equipment of the Club or orders of the Club staff, as well as for the damage, caused to the health of the Customer by actions of third parties.

5.2. The Company shall not be responsible for the health of the Customer. The Customer must follow his/her health condition on his/her own and consult his/her doctor on regular basis before attendance of the Club, including on the nature and intensity of the physical exercises. If the Customer has doubts, whether one or the other service offered by the Club is suitable to him, the Customer shall consult the doctor in this regard. The fact of Club attendance confirms that the Customer shall have no medical problems, in case of which attendance of the Club and use of Club services is forbidden.

5.3. In case of feeling unwell the Customer shall immediately stop the training in the gym or group workout and address the Club staff, and notify the Club staff regarding the necessity to call emergency medical aid.

5.4. The Customer shall not consult other Club visitors in regard to athletic loads, trainings and other services provided by the Club without written consent of the Club.

5.5. The Club shall be responsible towards the Customer and the Customer shall be entitled to apply legal protection means only in the case when the Club has violated its obligations intentionally or due to gross negligence.

6. RIGHTS OF THE COMPANY

6.1. The Company retains the rights to restrict the training area of the Customers due to proceedings of Club events, advertising campaigns, etc.

6.2. In case if these General conditions are violated, including, if behavior and hygiene norms are violated, and in case if upon attendance of the Club the Customer may hinder the operation of the Club and/or cause discomfort to other Customers, the Club staff shall be entitled to prevent the Customer from access to the Club, refuse to provide any services to him/her, and the Club staff shall be entitled to ask the Customer to leave the territory of the Club immediately.

6.3. In case of there are conflicting situations with the Club staff or due to the operation of the Club and in case of any questions or proposals, the Customer shall be entitled to address the Company in the Customer area or using any other means of communication.