



Article 1 Definitions

- Mejiro Gym Amsterdam: Mejiro Gym B.V., Amsterdam, Lauriergracht 86
- Member: the natural person (m / f), including a Youth member, in whose name the membership is administered
- Guest: the natural person (m / f), including a Youth member, who visits the gym without a membership
- Agreement: the registration form, including the accompanied Terms and Conditions and Privacy disclaimer
- Club card: club card of Mejiro Gym B.V.
- Cash payments: payments by cash or debit card
- Dojo: gym in Amsterdam, Lauriergracht 86
- Reception: the Mejiro Gym B.V. reception
- Website: www.mejirogym.nl

Article 2 Applicability

These Terms and Conditions apply to the formation and execution of all Agreements concerning membership, which are concluded between Mejiro Gym and the Member. Article 7 and 9 also apply to Guests.

Article 3 Membership and Access

- a. Membership is done by completing and signing the Agreement, which is available at the reception of Mejiro Gym Amsterdam. It is also possible to register online via our Website, a member has to agree with the Terms and Conditions and Privacy disclaimer by checking the appropriate checkbox. The Agreement is strictly personal. If a natural person is a minor, he/she must be registered by the responsible legal representative in the dojo, in the presence of a receptionist from Mejiro Gym Amsterdam.
- b. The registration fee is EUR 15,00. To gain access to the Dojo, a Member needs a Club card. If the natural person does not have a Club card of Mejiro Gym Amsterdam, he needs to purchase one for EUR 10,-.
- c. The Member remains at all times liable for the use and / or missing of the Club card, which is personal and therefore not transferable.
- d. In the event of loss or theft or other changes in the incapacity of the Club card, the payment obligation remains as long as the membership continues in full force. A replacement Club card can be obtained against payment of EUR 10.
- e. If the Member does not have a Club card with him 3 times in a row, he or she can be refused entry.
- f. A pass holder who wants to re-join, a membership fee is again due.
- g. If the maximum number of members has been reached, which is unilateral assessment of Mejiro Gym Amsterdam, a natural person can be placed on a waiting list if desired.

Article 4 Membership, terms and payment conditions

- a. A membership at Mejiro Gym Amsterdam can take effect at any time. In case there is no question of a timely cancellation (see article 6a) both monthly and yearly subscriptions are tacitly extended with one calendar month each. If a Member has opted for a ten-lesson ticket, the Member has 6 months to use the 10 lessons. A ten-lesson ticket is not renewed tacitly, but a member must within 3 months re-subscribe **after the end date** otherwise automatic cancellation will follow. Unused lessons cannot be caught up and cannot be exchanged for money.
- b. All amounts in advance are due and claimable. When registered at the reception desk the administrative fee, Club card fee and the remaining month at that time are due for payment immediately. In case of purchasing a ten-lesson ticket a member has to pay the total amount directly before activation of the membership will occur. In case of purchasing a monthly subscription, the member has to directly pay for the remaining days of that month, counting from the day of subscription. The monthly contributions after that month are open for choice of a member: automatic transfer, manual transfer or Cash payment at the reception desk. Contributions must be paid before the 7th of the month. Upon enrollment, the costs for registration, Club card and the monthly subscription must be paid by Cash payment until the end of the month in which the member is registered or the ten-lesson ticket. In case of a monthly subscription fee applies that of the first

month, when you join during the month the contribution will be based on the number of remaining days of that month. For the contribution of the months that follow, one can choose direct debit, bank transfer or Cash payments. In case of direct debit, you will be asked to show a debit card with your name and IBAN on it. In case the membership fee is paid by the parent of the Member, you will be asked to show a debit card with the details of the paying parent. When chosen to register online, the member gives permission to Mejiro Gym B.V. to collect all due payments by automatic transfer.

c. Payment procedure for direct debit:

- Step 1: Fill in section in Agreement 'Mandate for recurrent recollections SEPA' or register via our Website
- Step 2: In the 4th week of the month a Member receives a message of the amount to be collected, by e-mail
- Step 3: Around the 4th day of the month will be collected the orally agreed fee.
- Step 4: In a late receipt of amounts resulting from reversal for whatever reason, may EUR 10, - administration fee will be charged. The Member receives a reminder by e-mail and is expected to have paid the contribution within one week.
- Step 5: If after the week of step 4 there is still no payment, the Member receives another reminder and is given notice of default.
- Step 6: If the Member still fails to comply with the payment obligation after a period of 4 weeks, the Member is in default. Mejiro Gym Amsterdam has been entitled from that moment on to hand over the entire claim to a recollections agency to collect it. All costs incurred for this are at the expense of the Member. Reversal of automatically debited amounts is possible within 8 weeks.

d. Payment procedure per Cash:

- Step 1: In the fourth week of the month a Member receives a notice of the amount to be collected by e-mail
- Step 2: Before the 7th of the month, the Member must have paid the verbally agreed contribution at the Mejiro Gym Amsterdam desk or by bank transfer.
- Step 3: In case of a late receipt of amounts due, an administration fee of EUR 10,- can be charged. The Member receives a reminder by e-mail and is expected to have paid the contribution within one week.
- Step 4: If after the week of step 4 there is still no payment, the Member receives another reminder and is given notice of default.
- Step 5: If the Member still fails to comply with the payment obligation after a period of 4 weeks, the Member is in default. Mejiro Gym Amsterdam has been entitled from that moment on to hand over the entire claim to a recollections agency to collect it. All costs incurred for this are at the expense of the Member.

e. As long as the payment obligation has not been met, the member can be refused entry to Mejiro Gym Amsterdam. Mejiro Gym Amsterdam is entitled to terminate the Agreement with immediate effect in the event of late payment. With due observance of one month notice period, without the payment obligation being canceled.

f. After a payment arrears of 3 months membership fee, the member is automatically canceled and Mejiro Gym Amsterdam reserves the right to collect the outstanding subscription fees.

g. Mejiro Gym Amsterdam reserves the right to change rates in the interim. The members are informed of this at least one calendar month for a change in price and price. If the rate increases by more than 10%, the participant is entitled to terminate his membership with immediate effect.

h. All amounts received will be processed by Mejiro Gym Amsterdam in accordance with the legal provisions.

i. In the case of prepaid installments, no refund of subscription fees will take place under any circumstances.

j. If a Member wants to change his monthly subscription to a different subscription, this can be done per the next month, until the moment that the invoice for the upcoming month is sent by e-mail.

Article 5 Opening times

a. Mejiro Gym Amsterdam reserves the right to change the opening hours at any time.

b. Mejiro Gym Amsterdam is entitled to close in whole or in part during generally recognized public holidays and school holidays, without having to pay a refund of membership fees. Closed days are always announced on the Dojo and on the website.

c. Mejiro Gym Amsterdam reserves the right to change the timetable at any time or to offer training courses according to an adapted program.

d. If the lesson is full and a member can't get in, this member has priority over the next period.

Article 6 Termination of membership and injury

- a. Mejiro Gym Amsterdam has a notice period of 1 calendar month which means that a subscription must be canceled at least 1 full month for renewal of the subscription. For example: a Member wants to end his subscription by April 1, then the Member shall have written Mejiro Gym Amsterdam before March 1.
- b. Cancellation must be done in writing. This is possible via the cancellation form which can be found on the Website: https://www.mejirogym.nl/?page_id=260 or by sending an e-mail to info@mejirogym.nl with your name, the date you want to stop and the reason for cancellation. A confirmation is sent at all times of a correct cancellation via e-mail address info@mejirogym.nl. Any other form of termination will not be taken in operation.
- c. Temporary freezing in case of an injury / illness is possible for a maximum duration of 3 months, if the Member has a monthly subscription and no ten-lesson card. This requires written proof in the form of a doctor's statement confirming the injury / illness. The freezing starts on the first following month after receipt of this doctor's statement. Refund of lesson fees remains.
- d. After termination of a subscription any outstanding installments remain due and must be paid immediately. The same applies to terms that are canceled after termination of a subscription.
- e. Regardless of whether or not to participate in the lessons from Mejiro Gym Amsterdam, the Member remains obliged to pay the monthly installments. The degree of use is independent of the payment obligation.
- f. Mejiro Gym Amsterdam reserves the right, in case of misconduct and / or non-compliance with the rules of conduct (see Article 7), to refuse Members and Guests and terminate subscriptions prematurely / immediately, whereby the obligation to pay remains unchanged.

Article 7 Code of conduct

A member or Guest has to adhere to the following rules of behavior of Mejiro Gym Amsterdam and is aware that the repeated breaking of the rules of behavior may be refused access to Mejiro Gym Amsterdam.

- a. The member must be at least 5 minutes before the start of the lesson / training present in the gym, dressed in clean sportswear, a clean body, short nails and well-groomed hair dress.
- b. New Members or Guests must report to the trainer prior to the lesson and indicate that they are there for the first time.
- c. During instruction - lessons / training - one will avoid loudness, follow the instructions carefully and keep the lesson or training schedule. It is forbidden to leave the dojo on your own initiative without permission from the teacher or instructor of that day.
- d. If, for personal reasons, the lesson or training cannot be actively followed, one can follow the instruction on the side of the exercise room, learn the things that are done on the mat, abstain from remarks and behave discreetly.
- e. The higher graded or graduated Members or Guests will help the less advanced in all kindness and promote progress.
- f. The Member or Guest must adhere to the atmosphere, order and etiquette during tournaments, demonstrations on top sport – national and / or international written or held by the gym, the national federation.
- g. The Member or Guest may not take advantage of what has been learned in budo sports.
- h. The Member or Guest must behave in and around the gym.
- i. It is forbidden to smoke in the gym.
- j. In the beginner's hours, there will not be sparred to the head unless there is joint approval between the duty trainer of Mejiro Gym Amsterdam and the Member or Guest.
- k. The wearing of boxing gloves, shin guards, mouth guard and possibly jockstrap, is mandatory during a technique training.
- l. Looking along the side is only allowed if total silence is observed.

Article 8 Lesson reservation

A member can choose to make a reservation for a lesson from Mejiro Gym Amsterdam. To reserve a lesson, the following rules apply:

- a. A maximum of 20 members can be reserved for a lesson with a capacity of 40 people.

- b. A lesson can only be booked online via the Mejiro Gym Portal <https://mejirogymamsterdam.virtuagym.com/> or via the mobile app of Mejiro Gym Amsterdam with an activated member account. The Member receives an e-mail with activation link after registration to activate his / her account.
- c. A Member can reserve a lesson up to 7 days in advance and at least 30 minutes before the lesson starts.
- d. Until 2 hours before the lesson starts, a Member can cancel the reservation free of charge. Thereafter, the Member loses both a Group Lesson credit and an Admission Credit.

Article 9 Liability

- a. Practicing sports can involve risks. Following the lessons of Mejiro Gym Amsterdam and the associated use of equipment and use of facilities is entirely at the own risk of the Member, Guest and / or third parties.
- b. Mejiro Gym and the persons working for it do not accept any liability for material or immaterial damage as a result of any accident or injury to the Member, Guest and / or third parties.
- c. The Member will indemnify Mejiro Gym Amsterdam and the other employees and / or auxiliary persons against third-party claims.
- d. Mejiro Gym Amsterdam, other employees and / or auxiliary persons do not accept any liability for damage, loss or theft of property belonging to the Member, Guest and / or third parties.
- e. The Member or Guest is liable for damage to property of Mejiro Gym Amsterdam, if this damage is due to negligence and / or fault of this Member or Guest.

Article 10 Personal data

- a. Mejiro Gym Amsterdam process the personal data of the participant for good business, which means more maintenance for proper membership records. Mejiro Gym Amsterdam can inform the members by e-mail about its activities. If the Member does not wish to receive this, he can lodge an objection against this at Mejiro Gym Amsterdam by means of a written notification.
- b. The personal data are recorded in a file in the computer and in a folder in which all members of Mejiro Gym Amsterdam are included. Mejiro Gym Amsterdam and its employees handle the information provided confidentially. The personal data will not be kept longer than necessary for the purpose stated and the legal provision.
- c. The Member may request access to his personal data and to correct, supplement or change this data, which request will be honored if reasonably possible.
- d. In case of a change in the contact and / or address details, the customer is responsible for passing on this data. Any costs incurred in the failure to fulfill this responsibility will be on behalf of the Member.
- e. See our Privacy disclaimer for a more detailed view of the personal data policy of Mejiro Gym Amsterdam.

Article 11 Finally

- a. Through his / her registration, the Member declares to accept these Terms and Conditions and the Privacy disclaimer of Mejiro Gym Amsterdam and to act accordingly.
 - b. Special agreements that deviate from these conditions or supplement them are only binding if they have been agreed in writing and apply only on a case-by-case basis.
 - c. Mejiro Gym Amsterdam is entitled to change Terms and Conditions and Privacy disclaimer. Changed Terms and Conditions and Privacy disclaimer apply to both new and existing members. An up-to-date Terms and Conditions and Privacy Disclaimer can be found on our Website.
 - d. A Member can withdraw up to EUR 25 credit at Mejiro Gym Amsterdam by buying items from the Dojo shop. A payment term of 3 weeks applies. If a member pays by automatic transfer, any purchases can be done automatically at the same time of collecting the Members contribution.
 - e. Upon registration, a Member is automatically registered for the newsletter of Mejiro Gym B.V., from which a Member can also unsubscribe .
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