



CONDITIONS OF SALE

You can join JALIFIT BV only on presentation of a valid means of identification. Your signature of this agreement constitutes your acceptance and prior knowledge of our conditions of sale and internal rules (available at reception and through <https://www.fitenergy.pdf>) Your signature further implies your sufficient awareness of the various services, subscriptions and rates offered by JALIFIT BV .

1. Presentation

The subscription provides access to all or some activities offered by JALIFIT BV depending on the type of membership you have. The only limitations are the club opening hours, the class times and the availability of equipment or courts..JALIFIT BV reserves the right to: - change, replace or cancel activities, alter class times and include new activities in its programme; - amend the rates. - change the opening hours either temporarily or permanently. –

2. Access to activities Reservations and cancellations

You will be admitted to the selected activity after identifying yourself as a subscription holder at the check-in desk (by fingerprint). If you are unable to attend, we strongly advise you to cancel the reservation as soon as possible. A reserved activity that is not cancelled or not used may result in the person who made the reservation being denied the right to make reservations.

3. Strictly personal subscription

A subscription and its rates are strictly personal and non-transmissible. Your subscription is strictly for personal use only.

4.a. Types of subscriptions

You may purchase a subscription for a fixed-term of 12 months. Then it will switch to an indefinite subscription

Termination: The indefinite subscription can be terminated at any time by both parties, taking into account a notice period of one month. The fixed-term subscription cannot be terminated unilaterally by the holder before the end of the period provided. In the event of non-payment of a deadline, access to activities will be suspended until regularization and the balance of payments due will be immediately payable. In the absence of payment of the said balance within the month, a recovery file will be opened. The fixed entry price will not be claimed again in the event of re-enrollment after termination of the contract.

Renewal – Suspension

The holder of a subscription is authorized to request a temporary suspension of the direct debit for a period of at least 1 week and a maximum of 3 months per year. Suspension with retroactive effect is not taken into account. The attention of the holder of the fixed-term subscription is expressly drawn to the fact that his type of subscription prohibits him from claiming partial reimbursement of his subscription, or even from suspending the agreed installment payments, except in the event of non-execution of the contract or serious misconduct of the club. The direct debit can only be canceled when the last payment has been made. The holder of a fixed-term subscription continuing his domicile after the fixed term will be considered as the holder of an indefinite subscription.

4.b. Direct debits

The monthly debit order will be made between the 1st and the 10th day of each month for the amount indicated in the registration form (or subsequent modification notice). In the event of insufficient funds in the account, the customer's bank may charge an administrative fee.

5. Responsibility

The undersigned declares to be physically fit to exercise the sporting activities for which he registers. JALIFIT BV declines all responsibility in relation to its members or to any third party, with the

exception of: - its possible liability in relation to its members in the event of willful misconduct or serious misconduct on the part of JALIFIT BV or its employees; - its possible liability in the event of death or physical injury of its members resulting from acts or negligence of JALIFIT BV. Each member is responsible for personal accidents as well as for his personal belongings. JALIFIT BV and its employees cannot be held responsible for any loss, damage or theft of goods in its facilities, including parking. Members are invited to store their valuables in the lockers provided for this purpose.

6. Privacy

By signing our general conditions of sale, the undersigned accepts that JALIFIT BV uses a biometric identification control system, more specifically a fingerprint. If the undersigned does not wish to use our biometric identification control system, the undersigned may request to receive an access code. JALIFIT BV and the customer acknowledge that when collecting, processing and storing personal data the Belgian law of 8 December 1992 and from 25 May 2018 the order (EU) 2016/679 is applicable. The personal and biometric data collected and stored by JALIFIT BV are intended exclusively for internal use. The undersigned has the right to object to the processing of his personal data, to request access to this data and to request its rectification. Further information can be obtained from the Commission for the protection of privacy (www.privacycommission.be) If the undersigned wishes to exercise their right of access, opposition and / or rectification, they must send a letter electronic to info@fitenergy.be

7. General

The parties agree to submit any dispute relating to the interpretation and execution of the obligations contracted by the parties to the Court of Justice of the canton where the club is located. Unless a new address is communicated by the subscription holder, any notification to the address indicated by the latter when registering will be deemed to have been validly made. The management reserves the right to deny access, refuse registration and unilaterally terminate the contract in the event of inappropriate behavior, aggression (verbal or physical), non-compliance with regulations, abuse of the system and in case of dispute regarding payment. Under no circumstances can there be any question of reimbursement, compensation or cancellation of payments that remain to be made. Under penalty of nullity, any dispute will be lodged by registered letter addressed to JALFIT BVBA Kleine molenstraat 7.2 te 1800 Vilvoorde within eight days of the date on which the incident that caused the termination occurred.

The consumer has the right to notify the company that he renounces the purchase of his subscription online, without penalty and without giving any reason, within 14 calendar days from the day after the day of delivery of the goods or of the conclusion of the service contract. (Not valid for subscriptions purchased in the club)