

GENERAL TERMS AND CONDITIONS

Still Strong Boutique Gym B.V.

ARTICLE 1 - DEFINITIONS AND APPLICABILITY

1. These General Terms and Conditions apply to all memberships, reservations, training sessions and other services of Still Strong Boutique Gym B.V., trading under the name Still Strong Boutique Gym.
2. For the purposes of these terms, 'Member' means any natural person who enters into an agreement with Still Strong Boutique Gym or otherwise uses the facilities offered by Still Strong Boutique Gym.
3. The agreement consists of the selected membership, any additional arrangements, these General Terms and Conditions and the applicable house rules/gym rules.
4. By entering into a membership or otherwise using the facilities, the Member declares that they have read and agree to these terms insofar as they apply to the relevant legal relationship.

ARTICLE 2 - BOUTIQUE CONCEPT

1. Still Strong Boutique Gym is a small-scale training environment focused on peace and quiet, privacy, personal space and limited occupancy.
2. Training takes place exclusively on the basis of the reservation options applicable to the relevant membership.
3. The Member shall respect the peace and quiet, privacy, exclusivity and limited capacity of Still Strong Boutique Gym.
4. Still Strong Boutique Gym may set a maximum number of athletes present, available memberships and time slots.

ARTICLE 3 - FORMATION AND PERSONAL NATURE

1. A membership is formed after the Member has registered and Still Strong Boutique Gym has accepted the registration.
2. The membership is personal and non-transferable.
3. The Member is responsible for providing accurate and up-to-date personal information.
4. Still Strong Boutique Gym may refuse a registration where there are reasonable grounds to do so, including capacity, safety or previous serious violations.

ARTICLE 4 - TERM, RENEWAL AND CANCELLATION

1. The term of the membership is agreed upon at registration.
2. Renewal and cancellation take place in accordance with the selected subscription type and applicable Dutch consumer law. After the end date of the agreed subscription period, the membership and the associated payment obligation will automatically continue for an indefinite period unless cancelled in time. From that point onward, the membership may be cancelled subject to the legally applicable notice period of no more than one month.
3. Cancellation must take place in the manner indicated by Still Strong Boutique Gym, for example through the member platform or in writing.
4. Amounts already paid will not be refunded unless the Member is entitled to a refund under the law or these terms.

ARTICLE 5 - RIGHT OF WITHDRAWAL FOR ONLINE REGISTRATION

1. When a consumer enters into the membership remotely, the statutory rules regarding the right of withdrawal apply.
2. If the Member expressly requests to start using the services within the statutory cooling-off period, charges may be due for services already provided insofar as permitted by law.

ARTICLE 6 - RESERVATIONS, CANCELLATIONS AND CREDITS

1. Training at Still Strong Boutique Gym takes place by reservation only. If no valid reservation has been made, Still Strong Boutique Gym reserves the right to refuse access to the training area.

2. The Member may train only within the reserved or fixed time slot. A time slot is personal and may not be transferred without permission.
3. A training session must be cancelled no later than 4 hours before the start of the reserved time slot in order to qualify for a credit.
4. If cancelled on time, the Member receives one credit for the cancelled training session.
5. The credit may only be used for another available time slot within the same calendar week.
6. A replacement time slot is always subject to available capacity. A credit does not guarantee a replacement time.
7. An unused credit expires at the end of the same calendar week and cannot be accumulated, transferred, financially compensated or carried over to the following week.
8. If cancellation occurs less than 4 hours before the start time, or in the event of a no-show, the training session is considered used and no credit is issued.

ARTICLE 7 - TIME SLOT AND ATTENDANCE

1. The Member may enter Still Strong Boutique Gym no more than 5 minutes before the reserved time slot and must have left Still Strong Boutique Gym no later than 5 minutes after the end of the time slot.
2. The five minutes before and after the time slot are intended solely for entering, leaving, handling personal belongings and orderly completion of the visit. They do not constitute additional training time.
3. The actual training session must end no later than the end of the reserved time slot.
4. It is not permitted to continue training beyond the reserved time slot.
5. If a Member continues training beyond their time slot, other Members present are entitled to address the Member respectfully and report the overrun to Still Strong Boutique Gym.
6. In the event of repeated overruns, Still Strong Boutique Gym may take appropriate measures, including a warning or temporary restriction of access.

ARTICLE 8 - ACCESS AND MISUSE

1. Access to Still Strong Boutique Gym is provided through the personal access method made available, such as an app, digital key, QR code or access tag.
2. Access is strictly personal. Sharing or lending access, admitting unauthorized persons or circumventing technical access restrictions is prohibited.
3. The Member may use access within the permitted time window of no more than 5 minutes before until no more than 5 minutes after the reserved time slot, insofar as the technical access system supports this.
4. Misuse includes, among other things, allowing another person to use personal access, admitting unauthorized persons, knowingly training outside the permitted time window or circumventing access restrictions.
5. Upon a first established violation or misuse, Still Strong Boutique Gym may block access for a period of 14 days.
6. A block resulting from a violation attributable to the Member does not suspend payment obligations and does not entitle the Member to a refund or compensation, insofar as legally permitted.
7. In the event of repeated or serious misuse, Still Strong Boutique Gym may terminate the membership if justified by the seriousness and circumstances.
8. Loss, theft or suspected misuse of access credentials must be reported immediately.

ARTICLE 9 - PAYMENT

1. Membership fees are collected in advance in the agreed manner and at the agreed interval.
2. The Member shall ensure sufficient funds and correct payment details.
3. In the event of payment arrears, Still Strong Boutique Gym may temporarily suspend access. The payment obligation remains in force.
4. Before extrajudicial collection costs are charged to a consumer, the legally required opportunity and period for payment will be provided.

5. Thereafter, statutory interest and extrajudicial collection costs may be charged insofar as permitted.

ARTICLE 10 - RATES AND PRICE CHANGES

1. The price agreed at registration applies to the relevant membership.
2. Still Strong Boutique Gym may change its rates. Changes affecting existing Members will be announced in advance in accordance with the agreement and applicable law.
3. Statutory changes, including taxes or levies, may be passed on insofar as permitted.

ARTICLE 11 - HEALTH AND FITNESS TO EXERCISE

1. The Member is responsible for providing relevant information about health complaints, injuries or other circumstances that may affect safe exercise.
2. The Member must take pain, dizziness, shortness of breath, feeling unwell or other warning signs seriously and stop training where necessary.
3. If there is doubt about medical suitability, Still Strong Boutique Gym may advise the Member to consult a doctor or other qualified healthcare professional first.
4. An intake or health questionnaire is not a medical examination and does not replace an assessment by a doctor.
5. The Member shall follow the safety instructions of Still Strong Boutique Gym and its staff.

ARTICLE 12 - EQUIPMENT AND TRAINING AREA

1. Equipment and materials must be used carefully and for their intended purpose.
2. Materials must be returned to their designated place after use and used equipment must be left clean in accordance with the house rules.
3. Unnecessarily dropping weights or intentionally misusing equipment is not permitted.
4. Defects or damage must be reported immediately. Large equipment may not be moved, modified or repaired independently.

ARTICLE 13 - DAMAGE CAUSED BY THE MEMBER

1. The Member may be held liable for damage to equipment, inventory, the premises or property of third parties where the damage is attributable to the Member, for example due to intent, careless use or conduct contrary to instructions.

ARTICLE 14 - CONDUCT AND HOUSE RULES

1. Respectful conduct toward Members, staff, visitors and third parties is mandatory.
2. Prohibited conduct includes aggression, threats, intimidation, discrimination, unwanted behaviour, vandalism, theft, deliberately disturbing other athletes, misuse of access, and trading in or using prohibited substances.
3. The house rules/gym rules of Still Strong Boutique Gym form part of the agreement.
4. The Member shall respect reserved time slots, put away equipment on time and not interfere with other Members' reserved training sessions.
5. In the event of a serious or repeated violation, Still Strong Boutique Gym may issue a warning, block access or terminate the membership, taking into account the nature and seriousness of the violation.

ARTICLE 15 - PERSONAL BELONGINGS

1. Personal belongings are brought onto the premises at the Member's own responsibility. Valuable items should not be left unattended.
2. Still Strong Boutique Gym is not liable for loss, damage or theft unless, under mandatory Dutch law, the damage is attributable to Still Strong Boutique Gym.

ARTICLE 16 - LIABILITY

1. The Member understands that fitness activities and the use of fitness equipment involve risks. The Member exercises and uses the facilities of Still Strong Boutique Gym at their own risk insofar as legally permitted.

2. The Member remains responsible for training responsibly within their own capabilities and for following safety instructions.
3. Still Strong Boutique Gym is liable for damage insofar as such damage is attributable to Still Strong Boutique Gym under applicable law.
4. Nothing in these terms excludes or limits liability where such exclusion or limitation is not legally permitted.

ARTICLE 17 - CAMERA SURVEILLANCE

1. Camera surveillance may be present to protect persons and property and to secure Still Strong Boutique Gym.
2. The presence of camera surveillance will be made known and camera footage will be processed in accordance with the GDPR and other applicable privacy legislation.
3. Footage will be used solely for legitimate security purposes and will not be retained longer than necessary, unless an incident provides grounds for retaining relevant footage for a longer period.
4. Access to camera footage is limited to authorized persons and, where necessary and lawful, competent authorities or other entitled parties.

ARTICLE 18 - PRIVACY AND PERSONAL DATA

1. Still Strong Boutique Gym processes personal data for purposes including membership administration, reservations, payments, access, communication, security and performance of the agreement.
2. Personal data is processed in accordance with the GDPR and the privacy policy of Still Strong Boutique Gym.
3. Any health data will only be processed where there is a valid legal basis and with appropriate security measures.
4. Personal data will not be retained longer than necessary or legally required.

ARTICLE 19 - OPENING HOURS, MAINTENANCE AND CLOSURE

1. Still Strong Boutique Gym may adjust opening hours or availability where reasonably necessary.
2. Equipment may temporarily be unavailable due to maintenance, repair or replacement.
3. Still Strong Boutique Gym may temporarily close all or part of the facility due to maintenance, safety, malfunction, government measures or other circumstances.
4. A limited or short-term change does not automatically entitle the Member to a refund. In the event of a prolonged material restriction, an appropriate solution will be offered where reasonable and legally required.

ARTICLE 20 - FORCE MAJEURE

1. Still Strong Boutique Gym is not obliged to perform its obligations insofar as performance is temporarily or permanently impossible due to circumstances beyond its reasonable control, including serious malfunctions, fire, water damage, power outages, government measures or comparable force majeure events.
2. Mandatory consumer rights remain applicable.

ARTICLE 21 - PERSONAL TRAINING, PHYSIOTHERAPY AND ADDITIONAL SERVICES

1. Personal Training, physiotherapy/exercise therapy and other additional services may have separate rates, arrangements or terms.
2. A regular membership does not automatically entitle the Member to Personal Training, treatment or additional guidance.
3. Where an additional healthcare service is provided by a separate healthcare practice or legal entity, a separate treatment or service agreement is formed for that service.
4. Members with a Premium Membership receive one complimentary treatment once every 8 weeks. The complimentary treatment is personal, subject to availability and cannot be exchanged for cash. If it is not used within the relevant 8-week period, it expires and cannot be accumulated, transferred or carried over to a subsequent period.

ARTICLE 22 - COMPLAINTS

1. Complaints may be submitted to Still Strong Boutique Gym in writing or by email and should be described as clearly as possible.
2. Still Strong Boutique Gym will handle a complaint within a reasonable period and the parties will, where possible, first attempt to resolve a dispute between themselves.

ARTICLE 23 - AMENDMENT OF THE TERMS

1. Still Strong Boutique Gym may amend these General Terms and Conditions where there is a reasonable basis for doing so.
2. Changes affecting existing memberships will be announced in a timely manner.
3. Any statutory right of the Member to terminate the agreement as a result of an amendment remains fully applicable.

ARTICLE 24 - INVALIDITY OF A PROVISION

1. If any provision is wholly or partially invalid or unenforceable, the remaining provisions remain in force.
2. The invalid provision will, insofar as possible, be replaced by a valid provision that most closely reflects its purpose and intent.

ARTICLE 25 - GOVERNING LAW AND DISPUTES

1. The agreement is governed by Dutch law.
2. Disputes will be submitted to the court having jurisdiction under Dutch law.
3. Mandatory consumer protection provisions always remain applicable. Review by a Dutch lawyer may be advisable.

STILL STRONG BOUTIQUE GYM
YOUR STRENGTH SANCTUARY