

RULES OF USING LAFIT CLUB SERVICES

This "Rules of using LAFIT Club services (then the "Rules") sets out the rights and obligations of persons benefiting from the services offered by the club run by the company Lafit ,company with limited liability with its registered office in Milanówek Street. Krzywa 8 lok. 11, entered into the register of entrepreneurs in the District Court for the Capital City Warsaw, XIV

as a side to the Agreement on use the services of the Club. Commercial Department of National Court Register under the number KRS 0000257542, having the REGON: 140543806

1. Member of the Club - a natural person with Subscription Card and card Membership Card. Member of the Club can only be an adult or an underage person who is at least 16 years old and has the written consent of his legal representative to use the services of the Club and a statement of the legal representative about taking full responsibility for an underage person.

2. Subscription Card - entitlement arising out of the Agreement to use the services of the Club , for unlimited use of all services contained in the Cllub Offer .

* 1. Card or membership card - a magnetic card hand over to Club Members confirming membership in the ,Club.
		1. The Club - a place in which services are rendered by Lafit , located in Warsaw at......
		2. New Customer - a person who uses the services of the Club for the first time or a person who does not have a signed contract with the Club.
		3. The Offer the Club - a list of recreational and sport services provided by the Club.
		4. The Activation Fee - registration fee, payable by the New Customer in connection with the conclusion of the Agreement with the Club (200.00 PLN gross).
		5. The Membership Fee - the fee resulting from the Agreement for using of services provided by the Club.
		6. Staff - the manager, instructors, trainers, front desk service.
		7. First Entry - one-time free use of the club services.
		8. Bank Account - the bank account of Lift specified in the Agreement.
		9. Force Majeure - an external event, independent of Lafit and impossible to predict, consequences of which can not be prevented, in particular flood, fire, earthquake, epidemics, riots, general strikes, military actions or actions of state authority.
		10. Agreement - Agreement for the use of services provided by the Club.
		11. Organised activities - fitness and other sports activities led by an instructor in groups limited to the number of participants in accordance with a predetermined schedule.
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1. RULES OF MEMBERSHIP**:**
	1. Lafit provides recreational and sport services such as gym, organizedactivities which are in the Club Offer shared at the Club. At the request of the Customer the offer is presented verbally by Lafit staff.
	2. Member of the Club may be an adult who have full ability to legal actions. Moreover, Member of the Club may also be an underage person who is at least 16 years old and not completely incapacitated, who will present the written consent of their legal representatives and a written statement about taking full responsibility for an underage person.
	3. Member of the Club has the right to use the services provided by Lafit, since the signing of the Agreement and the declaration of reviewing the Rules.
	4. The Rules also apply to the Member of the Club, whose membership is formed under the Agreement between Lafit and a third party.

5. Agreement shall be concluded for a definite period specified in the Agreement. After the expiry of the Agreement, the Agreement is automatically renewed for an indefinite period, unless Member of the Club, not later than 30 days before the expiry of the Agreement, (a) will fill in a form with a declaration of lack of will to continue the Agreement available at the Club front desk and will leave it at the Club front desk or (b) will sent by registered mail to the Lafit registered office address a statement on the lack of will to continue the Agreement. If the duration of the Agreement will be extended for an indefinite period in accordance with this paragraph, each party has the right to terminate the Agreement at any time by

 giving two months' notice.

1. The rights and obligations arising from the Agreement may not be transferred by assignment to third parties without the prior written consent of Lafit. Assignment of the agreement subject to a fee in accordance with the applicable Price List.
2. Member of the Club after signing the Agreement and the Rules receives a magnetic Membership Card. The right to use the Card can not be transferred to third parties without the prior assignment of the Agreement.
3. In case of loss, shed or destruction the Card, Member of the Club shall immediately inform Staff. At the request of a Member to him will be given a duplicate of a card after paying the fee in accordance with the applicable Price List
4. In case of the Agreement contain beyond the Club, Member of the Club has the right to terminate the Agreement within 14 days:
	1. from the date of opening the Club, in the case of concluding an Agreement before the opening the Club or
	2. from the date of concluding the Agreement, in the case the Club is already

opened.

In both cases, Lafit is entitled to collect the Activation Fee and Membership Fee in proportion to the number of days of membership, starting from the date of opening the Club / Club membership, to the day when Lafit recives the Cub Member declaration of the of termination the membership.

1. **Fees**
	1. The Member of the Club is obliged to pay the Activation Fee of 200 PLN gross. The registration fee is payable in the same day as signing the Agreement.
	2. Member of the Club is obliged to pay the Membership Fee in the amount and on the terms specified in the Agreement.
	3. Lafit reserves the right to change the Membership Fees in the case of an increase in VAT or in case of the introduction of any new taxes. The revised fees shall only apply to Agreements concluded as amended, referred to in the previous sentence.
	4. The Member of the Club may regulate the Membership Fee:
		1. directly atthe Club - cash or by credit card (accepted cards are VISA and MASTER CARD), however this method of payment can be carried out only if payment of Membership Fee is for the whole period of membership (in advance)
		2. bank transfer to the bank account,
		3. by setting up a direct debit to a bank account,
		4. by automatically downloading payment made in PayPal system . Member of the Club may choose this form of payment after the release of data such as: name and surname of the owner of a payment card, payment card number, payment card expiration date and after agreeing to an automatic payment collection.

**5**.In case of failure to pay Membership Fee within the time limit and under the terms of theAgreement, Member of the Club shall be informed about this fact by phone, mail personally by Staff in the Club. In that case, the Member of the Club is obliged to pay the Membership Fee no later than 7 days from the date of receiving the notification referred to in previous sentence. In case of continued non-payment of Membership Fee, Lafit suspend Subscription Card for Club Member until the payment of the Membership Fee.onkowskiej.

1. GENERAL RULES OF USING THE LAFIT CLUB
	1. Member of the Club has the right to use the Club facilities and equipment in accordance with their purpose and use services of the Club, only under the conditions specified in the Agreement and the Rules and in a way specified by Staff during the Club opening hours . Members of the Club while using the services of the Club shall each have a Club Card. If a Member of the Club does not have a valid Card or does not carry a Card with himself, to use the services of the Club is obliged to pay a fee as a one-time entry and show appropriate identification document.
	2. Opening hours of the Club are in the Offer and are available in the Club.
2. The Club is closed on holidays which are statutory free days , however the Lafit may decide to open the Club in some of these days.
3. The Club may be closed in other holidays that are not statutory free days, about what Members of the Club will be informed by Staff sufficiently in advance by telephone, mail or personally at the Club. In case of a need to close the Club arising from an emergency, Members of the Club will be informed about this fact immediately in the manner described in the previous sentence. For each day of the Club closing Member of the Club shall be entitled to refund of part of the Membership Fee in 1/365 of Membership Fee. Refund shall be in cash, after request for a refund to Club Manager.
4. Duration of the Agreement and the validity of Subscription Card not be extended by days in which the Club was closed in accordance with the provisions of these Rules.
5. The right of the Club to closing the Club, referred to in paragraph 4 above, shall be entitled to Lafit only in particularly justified cases, in particular for the time to carry out necessary repairs or sanitary treatment, to remove a failure, as well as , based on decision of the relevant authorities and due to Force Majeure.
	1. Members of the Club do sport and participate in Organised Activities, they are also

using the equipment and facilities of the Club at their own risk and with their

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| Own  | responsibility. Lafit is not responsible for damages incurred by the |
| Club Members at the |  | Club, except for damage caused by the fault of Lafit, |
| including inappropriate technical | condition of the equipment that the Club is |
| equippted. |  |  |
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* 1. Equipment used in the Club fulfills all the requirements for this type of equipment, instructors and trainers have the knowledge, experience and education necessary for the proper and safe conduct classes and training.
	2. Member of the Club, whose state of health in any way have a negative affect on his mental or physical abilities, is not entitled to participate in the exercises, Organised Activities, and use facilities and other Club services . Member of the Club is obliged to inform the Staff, especially instructors or trainers, about all well-known contraindications to exercise a kind of exercise, particularly about diagnosed diseases, pregnancy, injuries he had. Clients suffering from diabetic diseases, heart disease, low or high blood pressure or during pregnancy should consult a doctor before using the services of the Club. In case feel unwell or experience an injury during classes Member of the Club should stop exercising and report it to the Staff, in particular instructor or trainer.
	3. Members of the Club may use the services of personal trainers included in the Staff of the Club after paying one time fee for personal training with a personal trainer calculated in accordance with the applicable Price List. Members of the Club and New Customers are not entitled to use at the Club their private personal trainers.
1. The Club reserves the right to limit the access to certain facilities and equipment of the Club (eg Cardio Power Plate), having in mind the need to use the facilities and equipment by all Members of the Club.
2. Members of the Club are obliged to use towels during exercise to ensure the maintenance of the equipment and facilities of the Club clean.
3. Member of the Club is obliged after each finished exercise , to put down the equipment for its place and disinfect them with ipreparation intended to this available in the gym.
	1. Member of the Club shall be liable for the destruction or damage to the premises, facilities or equipment belonging to the Lafit.
4. Members of the Club are obliged to come to exercises with trainers on time. It is

unacceptable to entering the exercise room after the start activities.

1. Members of the Club are obliged not to disturb any activities or exercises in any way.
2. The Lafit reserves the right to require earlier sign up for organized activities and to establish the conditions for registration. In the case of the requirement of prior registration for organised activities, due to the limited number of places in groups, about the right to participate in activities order of applications decides.
3. If case of requirement earlier registration, Member of the Club must inform Staff, about the resignation of his participation in organized activities at least two hours in advance. The trainer who carries out the activities has the right to ask a Member of the Club to leave activities if, in his opinion , Member of the Club does not comply with the instructions.
4. Members of the Club are required to respect the following rules:
	* + preserve cleanliness and order.
		+ have the the right outfit and shoes allow you to use devices and , equipment and do exercises
5. It is forbidden:
	* + to shave in the shower or sauna.
		+ to dry of any personal belongings or towels in the sauna.
		+ recording video and audio at the Club without the consent of the Club Manager
		+ bringing animals into the Club.
6. It is forbidden to use the sauna by the Members of the Club, who are under the influence of alcohol, measures affecting the blood circulation and cell metabolism, antihistamines, beta-blockers or sedatives. Members of the Club suffering from diabetic diseases, heart disease, low or high blood pressure or during pregnancy should consult a doctor before using a sauna.
7. During doing sport, Members of the Club are obliged to respect the Agreement, the Rules and Staff orders, especially trainers and instructors.
8. The Member of the Club is obliged to behave decently in the Club, and not to disturb other Members of the Club. Use of vulgar or offensive language is not permitted.
9. Member of the Club is obliged to maintain order and peace at the Club and allow other Members of the Club use of services offered in the Club.
10. Each Member of the Club shall be required to dress in accordance with the rules of hygiene and decent behavior, due to each room in the Club.
	1. Smoking is prohibited in all areas of the Club.
11. 1. Members of the Club,when it is possible, are asked not to bring to the rooms of the Club money or any other items with significant value. If a Member of the Club is in possession of valuable objects (eg money, jewelery, ID card, car keys, important documents, mobile phone, computer, etc) in the the Club he shall return the items for safekeeping to the Club front desk. Member of the Club assumes that only in the case of such devotion to safekeeping, The Club will be required to safekeep the above stuff. Member of the Club accepts also that The Club outside the front desk does not have the equipment necessary to safekeep money or any valuables, and other devices, used normally to store things (changing rooms, lockers, racks, etc) are appropriate only to keep things of low value and daily use.
12. Due to concern of the safety of all people using the services of the Club and those providing their services at the Club those violating the rules of the order and provisions of the Rules setting out the rules for the use of club services, in especially those who are in the Club in improper wear or footwear , also under the influence of alcohol or drugs, people having or using dangerous tools will be asked by Staff to leave the Club, after taking their personal belongings.
13. RULES OF USING the changing room
	1. Member of the Club is obliged to leave their belongings in a designated locker room in a lockable on Club Card locker , , which is also a magnetic card
	2. Member of the Club is obliged after using the services of the Club for that day to empty the locker out of his things and leave it open. If in that day, after leaving the the Club by all Members any locker will remain closed , locker will be opened by Staff, and the content of locker for 30 days will be at the Club front desk.
	3. Member of the Club is obliged to carefully close his locker after putting there his belongings. In case of malfunction of locker or Club Card (magnetic card) Member of the Club is obliged to immediately inform the Staff.

VI. RESPONSIBILITY

1. For the Lafit liability for personal injury and damage to properties of the Club Members should apply existing rules of the Civil Code and applicable law, subject to the provisions of these Rules.

VII. TERMINATION OF THE AGREEMENT

1. The Lafit has the right to terminate the agreement with immediate effect after the deadline to pay the Membership Fee, referred to in the decision III 5.
2. The Agreement shall be terminate with immediate effect due to the statement of the person entitled to represent the Lafit or authorized by the Lafit to make this type of statements, if the Member of the Club grossly or persistently violates the rules of the order in the Club or the provisions of these Rules, in particular when he is acting in aggressive way or otherwise unacceptable, does not listen to Staff orders. Termination of the Agreement referred to in this provision is possible only after previous admonition the Member of the Club.
3. This Agreement shall be terminate with immediate effect by a written statement send by a Member of the Club by letter to the Lafit registered office address or by submitting it to the Manager of the Club, in case of violations by the Lafit grossly and persistently provisions of these Rules.
4. In case of termination, Member of the Club entitled to a refund incurred Membership Fee, smaller of a value of the fee calculated in proportion to the number of days of membership, starting from the date of opening the Club / Club membership until termination of the Agreement in relation to the duration of the Agreement.

VIII. GENERAL CONDITIONS

1. People under the age of 16 can not enter the Club. In case of underaged over 16 years , the Agreement must be signed by their legal representative , a parent or other legal guardian.
2. Member of the Club is obliged to complete the training no later than 30 minutes before closing the Club and leave the Club no later than the closing time.
3. Fees for additional services provided in the Club, which are not a part of the Agreement are set out in the Price List established by Lafit.
4. The Lafit reserves the right to refuse to accept a person as a Member of the Club or admission into the Club, for legitimate reasons, giving the reasons for the New Customer or Member of the Club.
5. Important information about the Club's activities and services provided in the Club are posted on notice boards in rooms of the Club and send by e-mail.
6. The Lafit is not responsible for arranging parking places for the Club Members.

7. Member of the Club shall immediately notify the Club about each change of his address or phone number.

1. The Club is equipped and monitored with the help of network of industrial cameras. The Club is also using identification system for the Club Members by taking a picture of a Member at the time he first enters the Club, as Member of the Club accepts by signing the Agreement and the Rules. Lafit declares that pictures taken in the Club, referred to in the previous sentence will be used only to identify the Club Members.
2. Lafit reserves the right to make changes in the Rules in the following cases:
	1. in case of changes in our relations with the owners or landlords of rooms at which, the Club is.;
	2. in the case of changes in regulations affecting the provision of services provided by Lafit in the Club;
	3. in case of necessity to change the rules of practising sport or rules of behavior in the Club in order to improve the conditions doing sport and safety of the Club Members and New Customers.
3. About any change in the Rules, Member of the Club will be informed in writing by sending the contents ofchanged Rules by letter, email or delivery the changed Rules to the Member of the Club in the Club.
4. In case of changing the Rules, Member of the Club has the right to terminate the Agreement without the notice period, until the entry into force the changes of the Rules.
5. For matters not regulated in the Rules will apply the provisions of the Civil Code.
6. Changes in registration data and address of the Lafit not affect the validity of the Rules..

Headquartered in Warsaw and processing them according to the Act of 29.08.1997 on the Personal Data Protection (Dz. U. 2002, no. 101, item. 926, as amended. d.) to implement an agreement on the providing the services in the Lafit Clubs.

Headquartered in Warsaw and processing them according to the Act of 29.08.1997 on the Personal Data Protection (Dz U. 2002, no. 101, item 926, as amended ) for marketing purposes of the Lafit Clubs Sp zoo. now and in the future, and agree to receive information via e-mail, for an email address I have given.

I have the right to access to my data and correct them.

The Rules come into force on.........