

# TERMS & CONDITIONS

## 1° RULES OF PROCEDURE – THE BRICK ANTWERP

- The Brick reserves the right to change opening hours, schedules, house rules and teachers.
- The Brick is not obliged to provide any form of compensation in case of the cancellation of classes or other services.
- Participation in sports activities requires appropriate sportswear, including sports shoes.
- Coffee, tea, fruit and water are available and free of charge.
- For hygienic reasons, the use of towels is compulsory in the gym and sauna.
- Towels are provided, but remain the property of The Brick.
- The material and equipment must be left in an orderly condition after use.
- It is not allowed to use chalk in The Brick Circus & The Brick Gym. This is only allowed in The Brick Dragon's Den CrossFit box.
- Smoking is prohibited in the building. Animals are not allowed in the building.
- It is not allowed to use or deal illegal substances in the gym.
- Children under 16 are not allowed.
- The Brick may at any time deny access or membership to persons whose behavior is not in accordance with the rules and regulations.
- Lockers may only be used when the person using the locker is present in the gym.
- Repeated failure to comply with the applicable rules, regarding the online reservation of gym classes, may result in a temporary or permanent ban from scheduling classes.
- You should be aware that images can be made for promotional use. You give The Brick permission to use these images.

## 2° GENERAL TERMS AND CONDITIONS – THE

# BRICK ANTWERP

## ARTICLE 1: DEFINITIONS

**The Brick:** By this we mean Materia Concept Gyms NV (KBO no. 0630789218) E: info@thebrick.be, A: Waalsekaai 57a – 2000 Antwerp, and services and products we offer under the name of The Brick.

**Club:** The physical places where The Brick offers fitness or group classes.

**Extra:** These are the services or facilities that can be purchased from The Brick for a fee in addition to the basic membership.

**Hostess:** Our employee who takes care of the management of a club.

**Commencement date:** The commencement date of your contract is the same as the day of your registration.

If you subscribe to a presale before your club opens, your membership will start on the day your club opens, not on the day you subscribe.

**Member:** You can become a member if you are a natural person and 16 years or older. The Brick may ask you to prove by identification that you are the person to whom the membership card belongs, that you are a Co-user, or to check your age.

**Member card:** This is the access card you must have to enter one of our clubs.

**Agreement:** the agreement created between The Brick and the member through registration. These general terms and conditions are also part of your contract, as are any specific terms that may apply to extras.

## ARTICLE 2: BECOMING A MEMBER

a. You can become a member at The Brick in the following ways:

1. On the website by completing the online registration form ([www.thebrick.be](http://www.thebrick.be));
2. In the club with a member of staff after signing your contract at.
  - b. If you register via the website, you have the right to cancel your membership within 14 calendar days of the day of registration without having to give any reasons. You can do this in one of the ways described in article 9c. This reflection period does not apply to registration in one of our clubs. If you decide to cancel your membership within the 14 calendar day reflection period, and the membership has not been used in that period, this cancellation will be free of charge. If the membership has been used in this period, The Brick may charge a pro rata fee for the membership (from the activation of

the membership until the day of withdrawal, including the possible registration fee).

### **ARTICLE 3: MEMBERSHIP TERMS**

- a. We have several membership types all details of which can be found on our website or in the club. All memberships give unlimited access during the opening hours of The Brick and to the group classes offered in the club.
- b. When registering, you can indicate for which form of membership you wish to enter into an agreement.
- c. All memberships include access to The Brick-app.
- d. If you want to visit our facilities separately or just want to give them a try, you can apply for a day pass via the website. You can use the day pass for group classes. The day pass gives one-time access on the day the day pass is activated in a club of your choice .

### **ARTICLE 4: RATES AND PAYMENT**

- a. All forms of membership have their own membership fees and conditions, which can be found on the website or in the clubs.
- b. When you become a member of The Brick, we may charge a registration fee. This fee may vary by membership type if there is a promotion. If you terminate your membership and wish to rejoin, you will be required to pay a new application fee and the then active membership rates will apply.
- c. If you become a member of The Brick, you will owe membership fees from the moment of registration. Also the authorization for SEPA direct debit is valid from that moment on. All membership fees are due and payable in advance, in accordance with art. 4d and 4e.
- d. The Brick also offers its members the option to pay in advance for the agreed contract period by means of an online payment or card payment at the counter (if you opt for a one-year contract with full prepayment). In this case, no monthly SEPA direct debit will be initiated. Each invoice has to be paid at the address of The Brick within 5 calendar days after receipt of the invoice.
- e. If you choose a contract with payment per month, the first payment on registration shall take place by online payment or card payment at the counter and the following payments shall take place per month via SEPA direct debit and at the rates set for that membership.
- g. If we are unable to debit your payment for any reason (e.g. reversal of payment, insufficient balance, etc.), we will send the direct debit payment to your bank again. If you fail to meet your payment obligation for a period of two months, the contract will be

dissolved and a cancellation fee of EUR 300.00 will be payable.

h. If you do not fulfill your obligation to pay even after we have given you notice of default, you will be in default. At that point we shall be entitled to claim the amounts owed, increased by the statutory interest rate (calculated from the due date of the amounts owed), as well as a flat-rate compensation of 10% of the outstanding amounts with a minimum of EUR 100 for all extrajudicial costs. However, we reserve the right to claim a higher compensation, subject to proof of the damage actually suffered. We also reserve the right to terminate the agreement with immediate effect, without any compensation being due to you. We are entitled to hand over the claim, among others to a collection agency.

i. In the event of termination by us within the meaning of Article 4h of a fixed-term contract, you shall be liable for all membership fees due until the end of the term of the contract. The default interest and damages clause as stated in Article 4h shall apply accordingly to these amounts.

j. We reserve the right to adjust the rates and/or conditions after the end of the contractual period. The contract may be continued under the changed conditions in an open-ended contract, which is also terminable as stated on front of the contract within that framework (to be drawn up by the customer). Fee adjustments due to government measures can be implemented immediately regardless of their amount and do not entitle the customer to dissolve the contract.

k. If you do not make use of the agreement, there will be no refund of the membership fee.

## **ARTICLE 5: MEMBERSHIP CARD**

a. The membership card is property of The Brick and may be used during the contract.

b. The membership card is strictly personal to use. Breaking this rule can result in an immediate termination of your membership.

c. You cannot transfer your membership to someone else. If you want to bring someone with you who is not a member, this person can, of course, get a day pass (these terms and conditions apply to day pass holders where relevant).

If the person you want to bring as a friend is between 12 and 16 years old, they can only come and play sport at the club together with you or your fellow member. Persons under 12 years of age cannot be enrolled as a friend and will not be admitted to our clubs.

c. You, as a Member, are responsible and liable for the manner of use or misuse of your membership card and membership. You must therefore ensure that your friends respect and comply with the terms and conditions and house rules of The Brick.

d. If you lose your membership card or if it is stolen, you can purchase a new one at the

front desk. This will automatically block an old member card. The replacement fee for a new membership card is EUR 5. This fee must be paid at the counter, after which the new membership card will be activated. In the meantime, your payment obligation will remain in force.

## **ARTICLE 6: OPENING HOURS**

- a. The Brick indicates what the opening hours are per club. There may be circumstances in which different opening hours apply, for example in the case of a public holiday, a serious incident or disaster. Sometimes we will close a club. This can also be the case if we have to carry out work in a club.
- b. The Brick is entitled to change the opening hours of a club (or parts thereof) temporarily or permanently if there are objective reasons to do so. If there is a permanent change The Brick can do so unilaterally as long as this is of minor importance with regard to the total number of hours opened or the start or end times. In any case this applies to a deviation of up to two hours earlier or later opening and/or closing.
- c. The opening hours can never later be invoked as an absolute condition (*conditio sine qua non*) for entering into the contract. You will never be able to use such a change to unilaterally terminate the agreement, all the more so because the main obligation of The Brick is to provide the fitness room with its equipment, unless you can prove that at least 50% of your visits have taken place at an hour when the club in question is no longer open, whereby a minimum of 4 visits in the previous 3 months applies to determining this 50%. In that case, The Brick will refund you the excess (membership) fees paid.
- d. We want to maintain our clubs well and sometimes we cannot avoid a temporary or partial closure.

## **ARTICLE 7: MODIFICATION OF GROUP LESSONS**

- a. We want to keep the offer of our classes always up-to-date. This means that we regularly adjust the (content of the) classes, the type of classes and the class schedule. Incidentally, a group class may be cancelled.
- b. Article 6c applies accordingly to the change of group classes.

## **ARTICLE 8: RELOCATION OR INJURY**

- a. If you move house, within a radius of 25 km from The Brick you can terminate the contract early, giving at least one month's notice. In this case, we will ask you to prove your

new residential address by means of a copy of the registration at your municipality.

b. We hope that you will come to us in good health. For all membership types (with the exception of the flexible membership), you can make use of the possibility of suspending your membership for medical reasons, under the conditions defined below:

- Membership may only be suspended upon receipt by The Brick of a valid medical certificate (by email or post to The Brick's customer service department) indicating that the member is temporarily unable to exercise fitness;
- the medical certificate states that there is at least 1 month of required suspension as of the day the certificate is sent to The Brick;
- the suspension shall take effect from the day of receipt by The Brick and not retroactively;
- the suspension is always for a fixed period and ends on the prescribed date of the medical certificate;
- The suspension shifts the duration of the contract by the period of the suspension;

c. If you provide a medical certificate proving that you will not be able to play sports for a period of at least 12 months after the date of the certificate The Brick will terminate your membership at your request as of the date of receipt of the request accompanied by the medical certificate (by email or post to The Brick's customer service department).

d. If the medical certificate or the proof of removal is only submitted after the initiation of legal proceedings to recover the membership fees owed, they will not be accepted.

## **ARTICLE 9: TERMINATION OF MEMBERSHIP**

a. If you have entered into an agreement for the duration of a year, you can terminate it at the latest 1 month before the end of the term. If you fail to do so, the agreement will be extended for an indefinite period of time and may subsequently be terminated at any time without compensation, subject to a notice period of at least 1 month.

b. If you have entered into an agreement that can be flexibly terminated, you can terminate it at any time without penalty subject to a notice period of at least one month which will commence on the first day of the next one-month payment period.

c. You can terminate your agreement in various ways. You can do this by e-mail and by letter to Customer Services. When cancelling by e-mail or letter, you must provide the following information: your name, membership card number and reason for leaving.

d. We strive to create an environment in the clubs in which everyone respects each other and the rules are observed. If you do not abide by the terms of the agreement or if you seriously and/or repeatedly fail to abide by the house rules or display unacceptable behavior, The Brick is entitled to deny you access and terminate the agreement (with

immediate effect). Re-enrolling after such a denial is just cause for immediate termination of the membership. In that case, The Brick is obliged to refund the excess paid (membership) fees.

e. Working out together is stimulated at The Brick. Coaching other athletes however is exclusively left to the personal trainers and advisors we work with exclusively. If you do offer personal training, this can be a reason for us to terminate your contract.

f. If you allow another person, member or not, unlawful access in any way, for example by walking them through the entrance gate or giving them your membership card, you are responsible for paying the fine. The Brick reserves the right to block access to the club until the fine has been paid. In the event of multiple breaches, The Brick is entitled to terminate the contract with immediate effect, with the corresponding application of article 4i.

g. In the event that you are able to demonstrate a serious breach by The Brick of its contractual obligations and only if The Brick is notified of this by you, by registered letter within 7 days of this breach being observed, The Brick will agree to terminate the contract immediately and will, if necessary, pay for the demonstrable damage suffered as compensation. In the event that we should default in repaying any sums due to you, you will be entitled to receive default interest and a lump sum compensation of 10% on the overdue amounts with a minimum of 50 EUR for all extrajudicial costs.

h. All other ways of termination by you than those mentioned in articles 8b, 8c, 9a, 9b, such as unilaterally stopping monthly payments, are considered wrongful termination of the agreement. In these cases, all membership fees remain due in full. If these due contributions are not paid voluntarily by you, The Brick may call upon a collection agency to collect the due contributions. Article 4h is then applicable accordingly.

i. If you have entered into an agreement for the duration of a year that you have paid in advance, the membership will not automatically continue. You will be notified at least 1 to 2 months before the end date of your membership.

## **ARTICLE 10: RISK AND LIABILITY**

a. Practicing sport can involve risks. If you make use of our facilities, you must assess for yourself what you can handle. We do not offer active supervision by people in the club. You can get a Personal Trainer, book an introductory session or use the tips and advice we provide in our app or through other means in the club. However, you will always remain responsible for the way you exercise and the choices you make. The use of the facilities is at your own risk. If you are in any doubt about your physical condition, we recommend that you seek professional advice from a doctor or specialist to determine the best and feasible

way for you to exercise.

b. The Brick and our employees are not liable for any material or immaterial damage as a result of an accident or injury you incur in our clubs, with the exception of personal injury caused by acts or omissions of The Brick.

c. We advise you not to bring valuables to the clubs. The Brick always provides lockers, but using them is at your own risk. Experience shows that no locker is safe from experienced thieves. The Brick accepts no liability whatsoever for damage, loss or theft of your belongings, with the exception of cases caused by intent or gross negligence on the part of The Brick.

## **ARTICLE 11: COMPLAINTS**

a. We do our utmost to be of service to everyone and want our clubs to give as many people as possible access to sports facilities. If you have any complaints, we regret this, but of course we would like to hear them. In the first instance you can contact the hosts of our clubs and in the second instance the customer service of The Brick, as described on the website ([www.thebrick.be](http://www.thebrick.be)).

## **ARTICLE 12: PERSONAL DATA**

a. To execute your contract, we possess your personal details. The Brick processes your personal details in a proper and careful manner and within the framework of the applicable laws and regulations, such as the General Data Protection Regulation (AVG).

b. The Brick's privacy statement lists the data we process, the purposes for which we do so and how the personal details are handled. It also explains how those involved can exercise their rights with regard to the processing of their personal data. The Brick's privacy statement can be found on our website.

c. To protect the safety of people and property in and around our clubs, we use video and audio surveillance to observe the club 24 hours a day. Video and audio surveillance is limited to the gymnasium, and is not present in the toilet, shower and changing rooms.

## **ARTICLE 13: MODIFICATION OF DATA**

a. Changes in your personal situation (e.g. address or bank details) are to be communicated to the Customer Service Department immediately.

b. In the event of failure to notify these changes and if The Brick has to incur costs in order to retrieve the new personal details these costs will be charged to the member.



## **ARTICLE 14: CONTACT DETAILS THE BRICK CUSTOMER SERVICE**

- a. You can find the contact details of our customer service at: [www.thebrick.be](http://www.thebrick.be)
- b. Address : Waalsekaai 57a – 2000 Antwerp
- c. For a lot of information, you can visit the website of The Brick: [www.thebrick.be](http://www.thebrick.be)

## **ARTICLE 15: APPLICABLE LAW AND DISPUTES**

- a. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these general terms and conditions and all agreements entered into by or with The Brick shall be governed by and construed in accordance with the provisions of Belgian law.
- b. All disputes concerning the validity, the interpretation, the enforcement, the execution or the termination of this agreement shall be settled exclusively by the courts of the district of Antwerp, section Antwerp.
- c. The Brick has undertaken to comply with the “Fitness Industry Code of Conduct”. You can consult the Code of Conduct via the link <https://economie.fgov.be/sites/default/files/Files/Ventes/Gedragcode-fitness.pdf>.
- d. The Brick also accepts the extrajudicial settlement of disputes by the Consumentenombudsdienst (Consumer Ombudsman Service), if as a member you wish to make an appeal to this. The characteristics and conditions of this regulation can be found on <https://www.consumentenombudsdienst.be/nl/praktijk>. The contact details of the Consumer Ombudsman Service are:  
North Gate II Koning Albert II-laan 8 bus 1 1000 Brussels  
tel: +32 2 702 52 00 fax: +32 2 808 71 20 e-mail: [contact@consumentenombudsdienst.be](mailto:contact@consumentenombudsdienst.be)  
web: <http://www.consumentenombudsdienst.be>

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