

## Terms and Conditions – The Brick

### 1° HOUSEHOLD REGULATIONS – THE BRICK ANTWERP

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- The Brick reserves the right to change the opening hours, timetables, house rules and teachers.
- The Brick is not obliged to provide any form of compensation in the event of possible cancellations of lessons or other services.
- Adapted sports clothing is necessary for participation in sports activities, including sports shoes.
- Coffee, tea, fruit and water are available free of charge.
- The use of towels is mandatory for hygienic reasons in the gym and in the sauna.
- Towels are provided, but always remain the property of The Brick.
- The material and equipment must be left in a clean condition after use.
- It is not allowed to use chalk in The Brick Circus & The Brick Gym, this is only possible 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 trade prohibited substances in the gym.
- Children up to the age of 18 are not allowed.
- The Brick can at all times refuse or deny access as well as terminate the membership of persons whose behaviour is not in accordance with the internal 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 group lessons can lead to a temporary or permanent ban on scheduling lessons.
- You should be aware that images can be made for promotion. You give The Brick permission to use those images.
- The etiquette conditions in the changing rooms and sauna must be observed.

### 2° GENERAL TERMS AND CONDITIONS – THE BRICK ANTWERP

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#### ARTICLE 1: DEFINITIONS

- The Brick:** By this we mean Materia Concept Gyms NV (KBO nr.0630789218) E: info@thebrick.be, A: Waalsekaai 57a – 2000 Antwerp, and services and products that we offer under the name The Brick.
- Club:** The physical places where The Brick offers fitness or group lessons.
- Extra:** These are the services or facilities that can be purchased from The Brick for a fee in addition to the basic membership.
- Host/hostess:** Our employee who takes care of the management of a club.

**Starting date:** The starting date of your agreement is the same as the day of your registration. If you register as a result of a pre-sale before your club opens, your membership will start on the day your club opens and not on the day you register.

**Member:** You can join us if you are a natural person and 18 years or older. The Brick may ask you to prove by means of identification that you are the person whose membership card belongs to, that you are a fellow user or to check your age.

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

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

**Notice period:** The notice period is always determined by the date of cancellation. As a rule, a notice period is charged, being the full calendar month after the month of cancellation. The subscription therefore always ends on the last day of the month after the month of cancellation.

## **ARTICLE 2: BECOME A MEMBER**

a. You can join The Brick in the following ways:

1. Op de website door het invullen van het online inschrijfformulier ([www.thebrick.be](http://www.thebrick.be));
2. In the club with an employee after signing your contract.

b. If you register via the website, you have the right to cancel your membership within 14 calendar days after the day of registration without giving reasons. You can do this in one of the ways described in art. 9c. This cooling-off period does not apply to registration in one of our clubs. If you decide to cancel the membership within the cooling-off period of 14 calendar days and the membership has not been used during that period, this cancellation is free of charge. If the membership has been used during this period, The Brick may charge membership costs pro rata (from the activation of the membership until the day of the cancellation, including any registration fee).

## **ARTICLE 3: MEMBERSHIP TERM**

a. We have different membership types, all details of which can be found on our website or in the club. All membership forms give unlimited access during opening hours of The Brick and to the group classes offered in the club.

b. When registering you can indicate for which membership form you want to enter into an agreement.

c. With all memberships you get access to The Brick app.

d. If you want to visit our facilities separately or just want to try them out, you can request a day pass via the website. You can use group lessons with the day pass. 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 membership forms have their own membership fee and conditions, which can be found on the website or in the clubs.
- b. If you become a member of The Brick, we can charge a registration fee. This registration fee can vary per membership form if there is a promotion. If you have terminated your membership and wish to rejoin, you will be charged a new registration fee and the then active membership rates will apply.
- c. If you become a member of The Brick, you owe a membership fee from the moment of registration. The authorization for SEPA direct debit will also apply from that moment. 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 of paying in advance for the agreed contract period by means of an online payment or card payment at the counter (if you opt for an agreement for one year with full prepayment). In this case, no monthly SEPA direct debit will be initiated. Each invoice must be paid to The Brick's address within 5 calendar days of receipt of the invoice.
- e. If you opt for an agreement with payment per month, the first payment will be made upon registration by an online payment or card payment at the counter and the following payments will be made per month via SEPA direct debit and at the applicable rates for that membership.
- f. If we are unable to debit your payment for any reason (e.g. reversal, insufficient balance, etc.), we will send the direct debit to your bank again. If you do not meet your payment obligation during a period of two months, the agreement will be dissolved and a severance payment of EUR 300.00 will be due.
- g. If you do not meet your payment obligation even after we have given you notice of default, you are in default. At that time, we are entitled to the amounts due, increased by the legal interest rate (calculated from the due date of the amounts due), as well as to a fixed compensation of 10% on the outstanding amounts with a minimum of 100 EUR for all extrajudicial costs. However, we reserve the right to claim a higher compensation, subject to proof of the actual damage suffered. We also reserve the right to terminate the agreement with immediate effect, without any compensation being due to you. We have the right to hand over the claim, including to a collection agency.
- h. In the event of termination by us within the meaning of Article 4g of a fixed-term contract, you owe all membership fees that should have been paid until the end of the term of the contract. The interest on arrears and the compensation clause as included in Article 4g applies *mutatis mutandis* to these amounts.
- i. We reserve the right to adjust the rates and/or conditions after the end of the contractual period. The agreement can be continued under the amended conditions in a contract of indefinite duration, which can also be terminated as stated on the front of the agreement in that context (to be drawn up by the customer). Rate adjustments due to government measures can be implemented immediately regardless of the amount and do not entitle to dissolution.

j. If you do not make use of the agreement, the membership fee will not be refunded.

#### **ARTICLE 5: MEMBER CARD**

a. The membership card is the property of The Brick and you may use it during the agreement.

b. This one is for personal use. Violation of this rule may result in the immediate termination of the subscription.

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

If the person you want to bring with you as a friend is between 12 and 18 years old, this person can only come and exercise at the club together with you or your co-user. Persons under the age of 12 cannot be registered as a friend and will not be admitted to our clubs.

d. As a member you are responsible and liable for the manner in which your membership card and membership are used or misused. You must therefore ensure that your friends respect and comply with the terms and conditions and house rules of The Brick.

e. If you lose your membership card or if it is stolen, you can buy a new membership card at the counter. This will automatically block an old membership 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 the opening hours per club. It is possible that different opening hours apply in certain circumstances, for example in the case of a public holiday, a serious event or disaster. Sometimes we will close a club. This may also be the case if, for example, we have to perform work in a club.

b. The Brick is authorized to change the opening hours of a club (or parts thereof) temporarily or permanently, if there are objective reasons to do so. In the event of a permanent change, The Brick will be able to do this unilaterally as long as this is of minor importance compared to the total number of open hours or the start or end time. This is in any case a deviation up to a time span of two hours earlier or later open and/or closed.

c. The opening hours can never be raised later as an absolute condition for entering into the agreement. You will also never be able to use such an adjustment to unilaterally terminate the agreement, especially since The Brick's main obligation is to make the fitness room, with its equipment available, unless you can demonstrate that you have paid at least 50% of the your visits to the club have come at an hour when the club in question is no longer open, with a minimum of 4 visits in the previous 3 months for the determination of this 50%. In that case, The Brick will refund you the overpaid (membership) fees.

d. We want to maintain our clubs well and sometimes we cannot avoid a temporary or partial closure.

#### **ARTICLE 7: CHANGE GROUP LESSONS**

a. We always want to keep the schedule of our lessons up-to-date. This means that we regularly adjust the (content of the) lessons, the type of lessons and the timetable. Incidentally, it may happen that a group lesson is cancelled.

b. Article 6c applies to changes in group lessons.

#### **ARTICLE 8: MOVING OR INJURY**

a. If you are moving outside a radius of 25 km from The Brick, you can terminate the agreement early, subject to a notice period of at least 1 month. In that case we will ask you to prove your new home address on the basis of a copy of the registration with your municipality.

b. With all membership forms (with the exception of the flexible subscription), you may use the option to suspend your membership for medical reasons, under the following conditions:

- the membership can only be suspended after receipt by The Brick of a valid medical certificate (via e-mail or by post to The Brick's customer service) indicating that the member is temporarily unable to exercise fitness;
- the medical certificate indicates that from the day the certificate is sent to The Brick, at least one month of suspension is required;
- the suspension takes effect from the day of receipt by The Brick and not with retroactive effect;
- the suspension is always for a definite period and ends on the prescribed date of the medical certificate;
- due to the suspension, the duration of the agreement shifts with the period of the suspension;

c. If you submit a medical certificate showing that you will no longer be able to exercise for a period of at least 12 months after the date of the certificate, The Brick will terminate the membership at your request as of the date of receipt of the request, accompanied by the medical certificate (via e-mail or by post to The Brick's customer service).

d. If the medical certificate or proof of relocation is only provided after legal proceedings have been initiated for the recovery of the membership fees due, they will no longer be accepted.

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

a. If you have entered into an agreement for the duration of one year, you can cancel it no later than 1 month before the end of the term. If you do not do so, the agreement will be extended for an indefinite period and can then be canceled at any time without compensation with due observance of a notice period of at least 1 month. The subscription only expires on the last day of the month following the month of cancellation.

b. If you have entered into an agreement that can be terminated flexibly, you can cancel it at any time without compensation, with due observance of a notice period of at least 1 month, which will take effect on the first day of the next 1 month payment term. The membership will only end on the last day of the month following the month of cancellation.

c. You can cancel your agreement in different ways. You can do this by e-mail and by letter to customer service. If you cancel by e-mail or letter, you must state the following information: your name, your membership card number and the reason for departure.

d. We strive to create an environment in the clubs where everyone respects each other and the rules are followed. If you do not comply with the agreements of the agreement, or if you seriously and/or repeatedly do not comply with the house rules or display unacceptable behavior, The Brick can deny you access and terminate the agreement (immediately). Re-enrolling after such a denial is a valid reason to immediately terminate the new membership. In that case, The Brick must repay the overpaid (membership) fees.

e. Exercising together is encouraged at The Brick. However, coaching other athletes is exclusively left to the personal trainers and advisors with whom we work exclusively. If you nevertheless offer personal training, this may be a reason for us to terminate your agreement.

f. If you unlawfully allow another person, member or non-member, access in any way, for example by letting them walk through the entrance gate or giving you your membership card, you will be responsible to pay the fine of EUR 100. The Brick reserves the right to block access to the club until the fine has been paid. In case of multiple violations, The Brick has the right to terminate the agreement with immediate effect, with corresponding application of article 4h.

g. If you can demonstrate that The Brick is seriously failing to comply with its contractual obligations and only if The Brick is notified by you by registered letter within 7 days after the breach has been established, The Brick will agree to terminate the agreement immediately and The Brick will, if necessary, pay the demonstrable damage suffered as compensation. In the event that we should fail to repay amounts due to you, you are entitled to late payment interest and a fixed compensation of 10% on the overdue amounts with a minimum of 50 EUR for all extrajudicial costs. h. All forms of termination by you other than those referred to in Articles 8b, 8c, 9a, 9b, such as unilaterally stopping the monthly payments, are regarded as unlawful termination of the agreement. In these cases, all full membership fees will remain due. If these due contributions are not paid voluntarily by you, The Brick can call on a collection agency to collect the due contributions. Article 4g will then apply mutatis mutandis.

i. If you have entered into an agreement for the duration of one year that you have paid for the full term, it will not automatically continue and you will be informed about the end of your subscription 1 to 2 months before the end date.

j. If the membership you have chosen includes a discount at the time of registration, this discount will lapse if the duration of the original contract is not respected. A settlement of the unjustly granted discount will then take place. This will be due immediately upon early termination of the contract.

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

a. Playing sports can involve risks. If you use our facilities, you must assess yourself what you can handle. We do not offer active guidance from persons in the club. You can hire 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 always remain responsible for the way in which you exercise and the choices you make. The use of the facilities is at your own risk. If you have (doubts about) your physical conditions, we recommend that you seek expert advice from a doctor or specialist to determine the right and feasible way of moving for you.

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

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

#### **ARTICLE 11: COMPLAINTS**

We do our utmost to serve everyone and want to give as many people as possible access to sports facilities with our clubs. If you have any complaints, we regret that, but of course we would like to hear about it. You can of course first contact the host/hostess in our clubs and secondly contact The Brick's customer service, as described on the website ([www.thebrick.be](http://www.thebrick.be)).

#### **ARTICLE 12: PERSONAL DATA**

a. In order to implement your agreement, we have your personal data. The Brick processes your personal data in a proper and careful manner and within the framework of the applicable laws and regulations, such as the General Data Protection Regulation (GDPR).

b. The Brick's privacy statement lists which data is processed by us, for what purposes we do this and how the personal data is handled. It also explains how data subjects can exercise their rights with regard to the processing of their personal data. You can find The Brick's privacy statement 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 gym, and is not present in the toilet, shower and changing rooms.

#### **ARTICLE 13: CHANGE IN DATA**

a. Changes in your personal situation (including address or bank details) must be passed on immediately to customer service.

b. If these changes are not communicated and if The Brick has to incur costs to retrieve the new personal data, 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 more information, please visit The Brick's website: [www.thebrick.be](http://www.thebrick.be)

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

a. All issues, questions and disputes relating to the validity, interpretation, enforcement, performance or termination of these 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 regarding the validity, interpretation, enforcement, performance or termination of this agreement will be settled exclusively by the courts of the district of Antwerp, Antwerp division.

c. The Brick is committed to compliance with the “Fitness Sector Code of Conduct”. You can consult the Code of Conduct via the link <https://economie.fgov.be/sites/default/files/Files/Ventes/Gedragscode-fitness.pdf>

d. The Brick also accepts the extrajudicial settlement of disputes of the Consumer Mediation Service, if you wish to appeal to this as a member. The features and conditions of application of this scheme can be found at <https://www.consumentenombudsdienst.be/nl/praktijk>. The contact details of the Consumer Mediation Service are: North Gate II Koning Albert II-laan 8 box 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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