

## Terms and Conditions – Reformer pilates course

### 1° HOUSEHOLD REGULATIONS

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- 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.
- Smoking is prohibited in the building.
- Animals are not allowed in the building.
- Children up to the age of 16 are not allowed.

### 2° GENERAL TERMS AND CONDITIONS

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#### ARTICLE 1: DEFINITIONS

<b>The Brick:</b>	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.
<b>Club:</b>	The Brick Satori, Museumstraat 11a, 2000 Antwerpen
<b>Host/hostess:</b>	Oona De Vos en Michiel Gysel
<b>Starting date:</b>	February 10, 2024
<b>Participant:</b>	You can join us if you are a natural person and 16 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.
<b>Agreement:</b>	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.

#### ARTICLE 2: SUBSCRIBE

- a. You can join The Brick Academy by subscribing via website (<https://thebrick.be/lessen/the-brick-academy/>);
- b. After subscribing you can't cancel your subscription. Your subscription is valid after paying the full amount. No refunds will be given for any reason.

#### ARTICLE 3: USE OF THE MANUAL

- a. The manual will be printed and handed out on the first day of the course.
- b. The manual is property of The Brick Antwerp, Oona De Vos, Michiel Gysel and Vermeulen Roy. Copying content of the manual must be done with reference.
- c. It is forbidden to copy the content of the course. For each infringement, compensation is due, amounting to a fixed amount of at least 150 euros per infringement, whereby The Brick Antwerp reserves the right to seek additional compensation for higher damages.

#### ARTICLE 4: RISK AND LIABILITY

- a. If you use our facilities and equipment, you must assess yourself what you can handle. The use of the facilities and equipment is at your own risk. The participant is fully aware that they are signing up for a reformer pilates course on Merrithew equipment. They will have to practice certain exercises that they will have never tried before which involves certain risks. The Brick and our employees are not liable for material or immaterial damage as a result of an accident or injury that you sustain during the course.
- b. 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 5: 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 6: 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/Gedragcode-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://](http://www.consumentenombudsdienst.be)

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-- Update date November 30, 2023