

Membership Agreement

Principal: _____

Beck Box Club Praha s.r.o.

Blatecká 3344, 276 01 Mělník

Company Registration Number: 257 34 083, VAT Reg. No.: CZ25734083

registered in the Business Register maintained by the Prague City Court, under Section C, file no. 65375

Account No.: 4200058176/6800

(hereinafter referred to as „The Company“)

Number:
(Variable symbol)

Date: _____

SMS: **775 208 050**

Phone: **234 290 036**

234 290 073

E-mail: **smlouva@fitnessbbc.cz**

Name and Surname of Customer - Member:	Member's Birth Registration Code:	ID password (to be entered by staff)
Street and No.:	Phone:	
ZIP: City:	E-mail:	
Account No.:	Bank Code:	Bank:
Basic Membership: <input type="checkbox"/> Vinohradská 190, P3 <input type="checkbox"/> Nám. Na Stráži 1, P8 <input type="checkbox"/> Park Hostivař <input type="checkbox"/> Evropská 178, P6 <input type="checkbox"/> Centrum Chodov <input type="checkbox"/> Vršovická 1, P10	Full Membership (V.I.P.): <input type="checkbox"/> Vršovická 1, P10 <input type="checkbox"/> Vinohradská 190, P3 <input type="checkbox"/> Park Hostivař	Centrum Chodov <input type="checkbox"/> Nám. Na Stráži 1, P8 <input type="checkbox"/> Evropská 178, P6
During hours of operation: <input type="checkbox"/> yes	During off-peak hours (peak hours from 4 p.m. to 10. p.m.): <input type="checkbox"/> yes	
The membership shall be closed for the period of time: <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months <input type="checkbox"/> _____ months	Payment date (first instalment):	
Payment manner: <input type="checkbox"/> one-off payment <input type="checkbox"/> annual instalment <input type="checkbox"/> monthly instalment	Payment manner: <input type="checkbox"/> Standing order <input type="checkbox"/> Collection <input type="checkbox"/> Another way of payment	
Payment value:	Regular payment is due as of the date:	
Shall be entered in only if the Agreement is concluded by a legal representative/third person (payer)		
Name and Surname:	Birth Registration Code:	
Street and No.:	Phone:	
ZIP: City:	E-mail:	
Account No.:	Bank Code:	Bank Name:

I. Statement of Parties to the Agreement

1) The Company declares that it operates BBC Member Fitness Club for its customers (hereinafter referred to as "The Club"). Members of the Club can become inland and foreign natural persons. The Club does not constitute any legal person, no civic association, society or any form of co-ownership has been established between the Member and the Company.

2) The customer declares herewith that he/she intends to become a Member of the Club under the conditions stipulated in this Agreement, general membership terms and conditions (hereinafter referred to as „Terms and Conditions of the Agreement“) and regulations and rules for visitors of the Club (hereinafter referred to as „The Visitor's Regulations and Rules“) that he/she agrees to comply with and also undertakes to pay duly and regularly the set membership charges.

II. Subject-matter

The subject-matter of this Agreement shall be Club membership under the conditions as stipulated in this Agreement, the Terms and Conditions that are a part of the Agreement and the Visitor's Regulations and Rules that are available of all Company centres.

III. Commencement of Membership

1) Club membership shall commence on signing of this Agreement by a representative of the Company and the customer, upon payment of registration charge and member fee.

2) The membership shall also commence if the Agreement is signed and applicable charges are paid in the name and on behalf of the Member by a third person who does not want to become a member ("The Payer").

IV. Types of Membership

1) Basic membership entitling the member to benefit from services in a centre specified in the Agreement.

2) Full membership entitling the member to benefit from services in all centres mentioned in the Agreement.

3) The conditions for change in membership are part of the Terms and Conditions.

V. Membership Duration

1) The membership shall be purchased for a period of time stated in the Agreement with a possibility of further membership extension.

2) Membership shall be always extended for the same period of time mentioned in the Agreement unless the member or the Company have cancelled the Agreement in writing within 3 (three) months before the termination of the Agreement.

3) Conditions for termination or suspension of membership are part of the Terms and Conditions.

VI. Charges

1) The Member shall be obliged to pay registration charge and also membership fee on joining the Club (i.e. upon commencement of membership). Amounts of charges are laid down in the current Company price list that is available at reception desk of all Company centres.

2) Membership charge shall be paid by the Member

a) In one-off payment for the whole period of membership duration

b) In regular monthly instalments

c) In annual instalments.

3) Detailed conditions for charge payments are a part of the Terms and Conditions.

VII. Rights and Duties

1) The Member has the right to benefit from all the advantages of his Club membership.

2) Each Member shall be especially obliged

- to familiarize with the Terms and Conditions and Visitor's Regulations and Rules of the Club and comply with them

- to duly pay the respective charges.

3) All rights and duties including contractual fines are contained in detail in the Terms and Conditions.

VIII. Final Provisions

1) All matters not provided in this Agreement shall be governed by the Terms and Conditions, the Visitor's Regulations and Rules and

by general binding legal regulations.

2) This Agreement can be altered or supplemented by amendments in writing only signed by all parties except of amounts of single charges, Terms and Conditions or the Visitor's Regulations and Rules that can be altered or supplemented by the Company.

3) On signing of this Agreement the member, a legal representative or Payer agree that the Company can process his personal data (name, surname, birth identification code or birth date, contact address, phone number or other data) for its own use or for keeping of Club member register. Under the personal data protection law, the administrator of personal data shall be the Company. This consent shall be given for the Club membership period and for one year period after termination thereof. If a member fails to meet obligations of the member /Payer against the Company, the Company may process personal data of the member until all the obligations of this member are met.

4) Upon signing of this Agreement the member agrees with duplication of his/her identity document bearing a photograph of the holder or making of his/her photograph for the purpose of identification of a Club member on the grounds of safety of persons and property of the Company and he/she also consents to luggage inspection (mainly bags, rucksacks, hand bags) that they have on them when entering fitness (training) rooms.

5) This Agreement is executed in two counterparts each of which shall constitute the original. Each party shall receive one counterpart of the Agreement.

6) Both parties to the Agreement declare herewith that they concluded this Agreement as a free act and deed and they read through the Agreement and agree without reservations to the content thereof and IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

7) This Agreement shall be valid and enter into force on the date of signing up by all parties.

(For detailed General Terms and Conditions of Club membership see page 2)

Company

Payer

Member / Legal representative

Page 1

General Terms and Conditions of Membership

I. Commencement of Membership

1. Club Member can become an inland or foreign individual who is under Czech law a major and legally capable person who will conclude the Agreement the integral part of which are these Terms and Conditions and who upon signing of the Agreement pays a registration charge and membership fee or at least the first fee instalment thereof.
2. For membership commencement of a person under 18 years of age the Agreement must be signed by a legal representative of this person.
3. Membership shall apply only to the person of the Member and is non-transferable and unassignable.
4. If a registration and membership fee are paid on behalf of a Member by a third person – the Payer, membership shall commence only for the Member and also only the Member has all rights and duties with regard to services provided by the Company. Both the Payer and Member are authorized and jointly and severally bound in all matters in relation to payment of registration charge and membership fee, interests and contractual fines.
5. „The Member“ in the text of the Agreement or of the Terms and Conditions of the Agreement means in relation with the administration and duties regarding fee payments also the „Payer“.

II. Electronic Key

1. Upon payment of registration charge and membership fee (or the first monthly instalment of membership charge) the Company shall hand over to the Member an electronic key (hereinafter referred to as „The Key“) that shall be a proof of membership authorizing the Member to use services of the Company within the agreed scope of his/her membership.
2. Key is property of the Company and is non-transferable and can be used only by the Member to whom it was issued. The Member must not entrust the Key to another Member.
3. The Member shall be obliged to protect the Key against damage, destruction, theft or misuse by third persons.
4. The Member shall be obliged to surrender a found Key at reception desk of Club centre.
5. The Member shall be obliged to report damage, destruction, loss or theft of a Key immediately to the Company. The Company shall hand over the Member a new Key and the Member shall pay a charge as laid down in the price list of the Company.
6. On entering a centre the Member shall prove identity by his/her Key. In case of doubt regarding the identity of the Member and if the Member failed to agree to making his/her identity paper copy or photograph, he/she shall be obliged to prove his/her identity on request of the Company by his/her valid ID bearing a photograph.
7. If the Member rejects or is not able to show his/her identity and the Company considers a proof of his/her identity in another proper manner insufficient, the Company shall be authorized to refuse the Member access to services or to withhold the Key.
8. The Member who fails to show the Key shall be not entitled to use services provided by a centre.
9. The Company may withdraw Keys found out to be used unauthorized.

III. Types of Membership

1. Basic membership shall entitle a Member to benefit from services in a centre of his/her choice run by the Company within a time period at the Member's choice (during opening hours of the centre or only in off-peak time i.e. not from 4 p.m. to 10 p.m.).
2. Full membership shall authorize the Member to use services of all Company centres as laid down in the Agreement during full opening hours of the centre, unless stipulated otherwise.

IV. Change in Membership

1. Based on the Member's request, the Company shall make change in the selected centre free of charge once a year and in other cases it shall carry out a change after payment of a fee under the price list of the Company.
2. If the centre of Member's choice ceased to be a part of Club program, the Company shall make change in the selected centre free of charge as preferred by the Member and under the same pricing.
3. The Company may change membership type from basic to full membership on request of the Member if the Member makes up membership fee under the current Company price list.
4. If the Company starts a new centre, it has the discretion to decide if full Club membership authorizes a Member for free use of this centre or if the Company adequately increases membership fee based on prior notice.
5. The Company may change opening hours in its centres without prior consent of the Member and may temporary restrict or suspend operation of a centre or centres, mainly in case of necessary repairs and adaptations that are inconsistent with routine operation of a centre. Interruption of centre operation for a period of time not longer than 15 (fifteen) days shall have no effect on the rights and duties of a Member and shall not constitute a reason for reduction in or failure to pay membership fee. Should operation of a centre or centres be interrupted independent on the will of the Company (e.g. an act of God) and there is an obstacle preventing centre operation that cannot be averted or passed by the Company, the Member shall not be entitled to refund of the fee regardless of such operation break-off duration.

V. Membership Suspension

1. Based on a request of a Member in writing whose Club membership lasts at least three months supported by a sick certificate testifying his/her disability to do exercises for more than 1 month, the Company may discontinue his/her Club membership for an uninterrupted period of time not exceeding 2 months within a year unless it agrees with the Member otherwise.
2. The Company may discontinue Club membership of the Member whose membership lasts for more than a year and who duly paid membership fee for the total membership term for an uninterrupted period of time not exceeding 1 month within a year based on his/her written application even without giving reasons.
3. The Member shall not be entitled to use services of a centre during membership suspension. Obligation to pay membership fees shall last even for the period of membership suspension. Term of membership shall be extended for a period of membership suspension and membership fee portion falling on the suspension period shall be added to extended membership term.

VI. Membership Termination

1. The membership shall terminate after the elapse of the agreed membership term based on a written notice given by the Member or the Company and served on the other party at least three months prior to the elapse of the agreed membership term.
2. Both parties to the Agreement may terminate membership by agreement after the elapse of membership term of at least six months due to serious reasons (e.g. health reasons) based on written notice of the Member stating notice reasons supported by a medical certificate. The Member shall not be entitled to a refund of paid membership fees.
3. Both the Member and the Company can terminate Club membership by written notice without stating a reason after the elapse of at least 1 year

of membership term. A Member who was granted on conclusion of the Agreement a discount by the Company shall be obliged to refund the discount amount to the Company before or on the date of membership termination. Notice period shall be three months and it shall begin on the first day of the month following the month in which the notice was served on the counterparty.

Where a notice was submitted by the Member, the Member shall not be entitled to refund of paid membership fees and charges.

4. The Company may also terminate membership by cancellation of the Agreement in writing in the events as follows:

- a) The Member has gravely or repeatedly violated the Agreement or these Terms and Conditions or the Visitor's Regulations and Rules (as grave violation shall be considered breach of Art. II section 2 and also of duties laid down in Art. VIII. section 9, 20 of these Terms and Conditions),
 - b) The Member is in default with fee payments for at least 15 days,
 - c) Upon entering a centre, the Member refused to show his/her identity on request of the Company or he/she withdrew consent to processing his/her personal data. The withdrawal shall be effective on the day of service on the Club Member.
5. In the case of membership termination under section 4 of this Article the Member shall not be entitled to a refund of the paid membership fee.

VII. Charges

1. On joining the Club the Member shall be obliged to pay a single registration charge and also a membership fee.
2. Registration charge shall be payable in cash upon conclusion of the Agreement.
3. Membership fee shall be payable by means of:
 - a) single payment upon conclusion of the Agreement either in cash or using payment card. The Member wishing to extend his/her membership for another term shall be obliged to pay new membership fee with a single payment at least a month before the anniversary of the Agreement, unless decided by the Company otherwise, either using payment card or bank transfer to the Company account no.: 4200058176/6800, variable symbol = Agreement no.
 - b) regular monthly/annual instalments the amount of which is mentioned in the Agreement and the first instalment for the first month/year shall be payable in cash or using payment card on conclusion of the Agreement. Next membership fee instalments shall be payable in advance before or on the day which in a calendar month/year precedes by five days the date of the Agreement at the latest (i.e. if the Agreement was concluded on the 15th calendar day of the calendar month, membership fees are always payable before or on the 10th day of the calendar month etc.) using payment card or bank transfer to the Company account no.: 4200058176/6800, variable symbol = Agreement no. If a Member pays membership fee using bank transfer he/she shall be obliged to submit upon request of the Company in due time a bank account statement proving payment of a membership fee instalment.
4. Should the Member pay membership fee or other monthly or annual instalments by bank transfer to the company account, due date of payment shall be the date the sum of money was credited to the Company account.
5. If the Member fails to meet deadlines mentioned in Art. 3. and 4 of this Agreement, the Company may withhold the Key and cancel Club membership.
6. The Member may pay membership fees before the due date.
7. Amounts of registration charge and membership fees and other charges are laid down in the current Company price list that is available at reception desks of all centres.
8. The Company may adjust individual prices from time to time, mainly in connection with legal change in VAT and inflation rates for the previous calendar year as published by the Czech Statistical Office or widening of service range provided by the Company. The Company shall release increase in membership fees or monthly/annual instalments at reception desk of each centre in advance and this increase shall be valid and effective from the first day of a month following the publication thereof.

VIII. Rights and Duties of Club Member

1. The Member may benefit from all services offered by the Company in a scope depending on his/her membership type (Basic or Full membership).
2. The Member may take part in fitness activities and benefit from services and make use of equipment of a centre upon showing electronic Key within an agreed centre and agreed opening hours (during full opening hours or only in peak-off hours i.e. before 4 p.m.) to do exercises and use sports equipment and premises.
3. Based on the Club membership the Member shall not be entitled to benefit from additional services, mainly to consume food or beverages, services of personal trainer, massages, tennis, etc. When interested in these services, the Member has to pay for these services the same fees as other customers. Prices for these services shall apply according to current price list of the Company.
4. The Member under 15 years of age may exercise his/her Club membership rights only when accompanied by another adult Club Member (legal representative or trainer of the Company).
5. The Member shall carry out sports activities only at his/her own responsibility and risk. On performing sports activities the Member shall be obliged to take into consideration his/her abilities, experience, state of health, physical condition and mental state. In case of doubt, the Member shall be obliged to consult his/her general practitioner in advance.
6. The Member is not allowed to perform sports activities in case of illness, injury or under the influence of alcoholic beverages, narcotics or drugs that can affect or endanger his/her physical or mental abilities, self-control, estimate of his/her own judgment. In these cases the Company may prevent the Member from performing sports activities.
7. The Member shall be obliged to keep to the conditions of the Agreement and to these Terms and Conditions and to the Visitor's Regulations and Rules.
8. Should the Member violate a legal provision, Terms and Conditions, the Visitor's Regulations and Rule, or his/her duties of Club Member by his/her behaviour or otherwise endanger his own safety or safety of the centre or other persons within centre premises, the Company may ask him/her to remedy the breach and the Member shall be obliged to follow immediately the request, otherwise the Company shall may ask him/her to leave immediately the centre and the Member shall be obliged to obey the demand.
9. The Member is obliged to obey instructions of Company staff, mainly instructions relating to safety, and to follow fire or safety regulations and for operation of the centre, instruction for stopping, preventing or barring his/her sports activities.
10. The Member is not allowed to use his/her personal trainer who is not a Company employee or staff without a prior consent of the Company.
11. The following is not permitted in all centre premises:
 - a) to bring in any small arms, firing arms or other weapons, dangerous goods (in particular poisons, chemicals, inflammable materials, explosives, etc.) and also other objects and substances capable of endangering safety of the centre or its visitors,
 - b) to bring in or consume own beverages,

- c) to enter fitness rooms or halls with baggage (in particular with bags, rucksacks, handbags) without consent of Company staff,
 - d) to take snaps or shoot a film within the BBC Fitness Solarium.
 - e) to smoke or consume alcoholic substances in fitness training and exercise rooms, also to use drugs, narcotics and psychotropic substances throughout the centre ground and also to dwell in centre premises under influence of these substances,
 - f) to enter the premises accompanied by animals.
12. Lockers and any other rooms within the centre are not designed for deposition of jewels or other valuables (i.e. identity papers, watches, cellular phones, keys) or larger amounts of money (under these Terms and Conditions a larger amount of money is considered Kč 300.00). The Member can deposit these items or financial means during training sessions at reception desk in a safe-deposit box. The Member keeps above mentioned items in a locker only at his/her own risk.
 13. It is prohibited to book lockers and leave the centre with keys for these lockers.

The Member shall be obliged to vacate the locker immediately after a training session and keep the key in the lock. Occupied (locked) lockers will be opened and cleared after business hours of the centre in the presence of three persons and the Company shall make a record of locker content and keep it with the Company at Member's expenses of Kč 50,00 per an even started day. If the Member fails to collect the items within a period of 6 months from the deposit day, the Company shall dispose of them in accordance with Civil Code provisions.

14. For hygienic reasons, the Member shall be obliged to place own towel on the upholstery of muscle conditioning machines before starting exercises.
15. Entry to fitness rooms and cardio-zone is permitted only in clean and good quality sports footwear and in sportswear suitable for fitness training.
16. The Member shall be obliged to replace after training all equipment and apparatus (mainly dumbbells and discs) to their proper place.
17. The Member shall be obliged to comply with all rules and principles of personal hygiene and to behave in the centre premises quietly and decently and not to disturb other visitors.
18. It is not permitted to use rude, insulting or coarse words.
19. The Member shall be obliged to leave immediately training rooms after the expiry of time in which he/she entitled to use services of the centre based on his/her membership type.
20. In case of breach of obligations relating to centre operation or behaviour in the centre, the Company may call upon the Member to remedy his/her behaviour or to leave the centre. The Member shall be obliged to follow the call immediately, otherwise shall be the Company obliged to terminate Member's Club Membership.
21. The Member shall be held liable to the Company for any damage that may be caused by violating any legal provision, Terms and Conditions, Club membership obligations caused by a wilful or negligent act.

IX. Contractual Fines

1. Should the Member violate any of his/her obligations as stated in the Terms and Conditions, the member and the Company agreed on these contractual fines.
 - a) Art. II section 2 – Kč 2,000.00,
 - b) Art. II section 3 – Kč 500.00,
 - c) Art. VIII section 8,9 – Kč 1,000.00,
 - d) Art. VIII section 10-13, 14, 15, 16, 17 – Kč 500.00,
 - e) Art. VIII section 11 – Kč 2,000.00,
 - f) Art. VIII sections 13, 14, 15, 16, 17 – Kč 500.00,
 - g) Art. VIII section 18-18 – Kč 1,000.00,
 - h) Art. VIII section 19 – Kč 500.00.
2. If the Member falls in default with payment of fees or charges under this Agreement or Terms and Conditions, the parties to the Agreement agreed to a contractual fine amounting to 2 % of the outstanding payment for each started day in delay until the outstanding amount is repaid in full.
3. If membership was terminated by withdrawal of the Company from the Agreement under Art. VI. section 4 of these Terms and Conditions, the parties to the Agreement agree to a contractual fine amounting to the outstanding membership fee for the remaining time until expiry of the agreed Club membership term.
4. In the case a locker key is damaged or lost, the parties to the Agreement agree to a contractual fine amounting to Kč 1,000.00.
5. The parties to the Agreement consider the agreed contractual fines adequate and corresponding to the seriousness of the breach.
6. The Member shall be obliged to pay a contractual fine based on a record describing his/her behaviour taken down by the Company and confirmed by another independent person within five days from service of the call of the Company for payment in cash at front desk of a centre of the Company.

X. Final Provisions

1. The Member shall be obliged to notify the Company of change in contact address and phone number stated upon conclusion of the Agreement without undue delay.
2. The Company may send all documents (in particular any notifications concerning Club membership termination) to the last known address of the Member. If the Member refuses to accept a letter, it should be treated as having been accepted by the Member on the day he/she refused to accept the consignment. A consignment should be treated as having been served on the third day of the deposit with the postal service operator. If it is not possible to establish a date of consignment refusal or deposit, the consignment should be treated as having been served on the day of the return to the Company.
3. The Company may change or amend these Terms and Conditions without notice. The Company shall publish changes in Terms and Conditions by posting them on notice-boards in centres or also by putting them on its website. Any change in Terms and Conditions shall be valid and effective for all Members from the first day of the month following its publishing. The Company shall publish in the same way any other important information and notifications (i.e. increase in monthly Full membership fee when opening new centres, increase of membership charges due to the effect of inflation, etc.).
4. In case of a change or amendment to conditions containing duties not mentioned in the Agreement or Terms and Conditions, the Member may terminate the Agreement by written notice that shall be sent off within 7 (seven) days from the day the change in Terms and Conditions came into effect. If the Member fails to send his/her notice within this period of time, the change in conditions shall be considered accepted and the right of the Member ceases to exist.
5. Unless stipulated otherwise, the place of performance for all obligations of the parties to the Agreement shall be any centre of the Company.
6. In the event that any provision of these Terms and Conditions shall become void, the validity of other provisions shall not be affected.
7. The Member subscribing to the Agreement confirms herewith that he/she has carefully read the Terms and Conditions and undertakes to comply with them.