



BENEFIT STUDIO

General terms

Article 1: Definitions

BeneFIT Studio - Wassenaar is a company that offers personal training and coaching and is registered at the Chamber of Commerce in The Hague under the name BeneFIT Studio Wassenaar B.V. with Chamber of Commerce number 92646115. Customers are those who have entered into an agreement or the person for whom an agreement has been entered into with BeneFIT Studio.

Article 2. Registration

2.1. The agreement is personal and cannot be transferred to third parties. Excluded are first-degree relatives and/or residents with the same residential address. They can use a 'BeneFIT-family package' and use one and the same package or subscription.

2.2. The minimum age to train at BeneFIT Studio is 12 years old, unless otherwise decided by the management of the studio.

Article 3. Hygiene and clothing

3.1. The use of a towel and clean indoor shoes is mandatory for hygienic reasons.

3.2. You must adhere to the dress code: the stomach must always be covered and training in a halter top is not allowed.

3.3. It is not allowed to smoke in the building or in front of the door.

Article 4. Cancel training

4.1. You can cancel an appointment twice every month without being charged. If you are unable to attend, you must report this to your own personal trainer at least 24 hours before the start of the training.

4.2 Trainings that are not canceled on time or if this occurs more often than twice a month will be charged.

4.3. BeneFIT Studio reserves the right to refuse reservations or to terminate the relationship with immediate effect if the customer repeatedly fails to appear as agreed or repeatedly cancels.

Article 5. Costs

5.1 Payment takes place in accordance with the agreement between you and BeneFIT Studio. Payment must be received by BeneFIT Studio 14 days after the invoice date.

5.2. Packages and memberships are always invoiced in advance.

5.3. Already paid sessions of both packages and memberships have a validity period as determined onbenefitstudio.nl/tarieven-oktober-2023/. After this, the outstanding credits will expire.

5.4. In the event of late payment, you are in default after you have been informed of this by BeneFIT Studio. You have the opportunity to pay the amount due within 2 weeks. After the new payment date has passed, BeneFIT Studio is entitled to charge statutory interest and extrajudicial costs pursuant to Article 6:96, paragraph 2 under c and paragraph 5 of the Dutch Civil Code. Furthermore, BeneFIT Studio is authorized to refuse you access to our facilities.

5.5. If BeneFIT Studio hands over an unpaid bill to a collection agency, all judicial and extrajudicial costs will be borne by the defaulting customer.

5.6. BeneFIT Studio reserves the right to change prices.

Article 6. Memberships

6.1. Payment for subscriptions is made via direct debit and will take place 1 week before the start of the new 4-week period. As a result, the first 2 direct debits are often slightly closer together, but after that they will follow every 4 weeks.

6.2. You will be allocated new credits every 4 weeks. You then have 8 weeks to use these credits, so that you have an extra week to catch up on the training if necessary. Unlike the packages, the credits expire after these 8 weeks. Due to this limited validity, we can offer the subscriptions for this interesting price.

6.3. With Personal Small Group Training you register for a fixed training spot. Your subscription is therefore linked to a fixed day & time. This allows us to offer this training for an affordable price, but this means that this subscription is somewhat less flexible than a personal training or personal duo training subscription. Unfortunately, you cannot catch up on your training at another time.

6.4. After the minimum period of the subscription, the subscription is automatically extended by 4 weeks. So take one month's notice period into account.

Article 7. Termination & pause of personal training

7.1. (Partial) refund of the invoiced amount is not possible.

7.2. When all credits have been used, you can extend by choosing a new package or membership. There is no notice period for a package. With a membership there is a cancellation period of 1 month after the minimum duration of the subscription.

7.3. Packages are not automatically renewed. Memberships are automatically renewed after the end of the subscription term with due observance of a one-month notice period.

7.4. In the event of illness and/or a serious injury, it is possible to temporarily pause a subscription. You must report this in writing by sending an email to info@benefitstudio.nl. There must be a serious injury such as fractures, muscle tears, etc. that prevents you from doing any physical activity. It is not possible to pause your agreement in the event of fatigue, a cold, etc. If you cannot use our services for a period of longer than one month due to a demonstrable injury or illness, the contract period will be subsequently extended by this period without additional subscription costs being charged for this period.

Article 8. Liability and privacy

8.1. You must use the training materials according to the instructions of your personal trainer.

8.2. It is not permitted to use the equipment and facilities if you are under the influence of alcohol, drugs, medicines or substances designated as doping.

8.3. You use the facilities at your own risk and responsibility.

8.4. BeneFIT Studio is not liable for loss or theft of property during the stay in the studio.

8.5. The customer understands that possible injuries or other complications can occur due to physical activity without this arising from negligence on the part of BeneFIT Studio.

8.6. BeneFIT Studio excludes any responsibility of her or one of her personal trainers for personal damage of a customer during or after the stay in the studio or another training location, whether or not the available facilities are used.

8.7. Each customer indemnifies BeneFIT Studio against any liability towards third parties for damage suffered by the third party in question during his or her presence as a result of acts or omissions on the part of the customer.

8.8. BeneFIT Studio is never liable for any indirect damage of the customer or third parties, including consequential damage, loss of income and damage as a result of incorrect or incomplete information obtained.

8.9. Changes to your postal address, e-mail address, bank account number and telephone number must be submitted to BeneFIT Studio in writing or electronically in a timely manner. to share.

8.10. The personal data of the customers is strictly confidential and is only used by BeneFIT Studio for administrative and training purposes.

Article 9. Opening hours, availability and regulations

9.1. BeneFIT Studio has the right to change the opening hours, schedules and general terms and conditions. If these change, you will be informed in time.

9.2. BeneFIT Studio will do its best to create sufficient availability to plan training sessions, but cannot be held responsible for unavailable times.

9.3. BeneFIT Studio has the right to be closed during official and recognized holidays.

9.4. BeneFIT Studio links you to one or more personal trainers, coaches and/or specialists from the BeneFIT team. In the event of illness, vacation, failure or termination of the collaboration between BeneFIT Studio and your personal trainer, coach or specialist, BeneFIT Studio will link you to another personal trainer, coach or specialist. The agreement is between you and BeneFIT Studio and not with one of the personal trainers, coaches or specialists from the team.

Article 10. Health certificate

10.1. The customer declares to have completed the PAR-Q form truthfully and to have informed BeneFIT Studio of all medical data and history.

10.2. The customer is obliged to report changes regarding medical data to BeneFIT Studio.

Article 11. Complaints

11.1. Complaints about the implementation of the Agreement must be submitted to BeneFIT Studio in writing as soon as possible via info@benefitstudio.nl, but no later than 4 weeks after you have discovered the defects, unless this cannot reasonably be expected of you. These complaints must be complete, clearly described and accompanied by any means of evidence.

11.2. Failure to submit a complaint in a timely manner may result in the loss of your rights in this regard.

11.3. BeneFIT Studio will answer the complaints submitted by you as soon as possible, but no later than 4 weeks, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, BeneFIT Studio will respond immediately with a notice of receipt and an indication of the period within which you can expect a more detailed answer.

11.4. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

Article 12. Law

All Agreements to which these terms and conditions have been declared applicable are governed by Dutch law, unless stipulated otherwise on the basis of mandatory law. Only the General Terms and Conditions of BeneFIT Studio apply.