

# General Terms and Conditions of the Next.Move Fitness

## I. INTRODUCTORY PROVISIONS

1. The subject of these general terms and conditions (hereinafter referred to as the **"GTC"**) is the regulation of mutual rights and obligations between the company Next.Move Fitness s.r.o., with its registered office at Dělnická 1324/9, 170 00 Prague 7 Holešovice, ID number: 09545131 (hereinafter referred to as the **"Company"**) as the operator of fitness clubs at the address Dělnická 1324/9, 170 00 Praha 7 Holešovice and at the address Korunní 108, 101 00 Praha 10 Vinohrady (hereinafter referred to as the **"Club"**) and as a natural person using the services (as defined below) at the Club (hereinafter just **"Member"**).
2. The Member's membership in the Club is regulated by the contract for the provision of services concluded between the Company and the Member (hereinafter referred to as the **"Agreement"**) during a personal visit to the Club or electronically and further by these GTC.
3. The services provided by the Club mean the provision of spaces and equipment for exercise, the organization of various types of exercise and other sports activities, including the provision of instructors for these activities, the provision of relaxation facilities and the provision of various other paid services, such as the provision of a personal trainer, massage revitalization cosmetic services, etc. (hereinafter referred to as **"Services"**). This list of services is not complete and depends entirely on the discretion of the Company. The company is entitled to unilaterally modify the list of Services on an ongoing basis. Services at each Club are also subject to current availability and capacity.

## II. MEMBERSHIP

1. Membership in the Club is established by concluding the Agreement and paying the membership fee (hereinafter referred to as the **"Fee"**) according to the current price list of the Club, unless a later date is agreed upon in the contract.
2. The contract is concluded for a fixed period of time agreed between the Company and the Member.
3. The full Fee is always due on the date of membership signing. The current types of Membership, their price and benefits are listed on the Company's website **www.nextmove.cz** (hereinafter referred to as the **"Website"**).
4. Membership and the rights associated with it apply only to the person of the Member, are non-transferable and do not pass to the Member's legal successors. A member may request the Company in writing to transfer membership to another person.
5. The Company reserves the right to terminate the Agreement with immediate effect if the Member repeatedly or materially violates the Agreement, these General Terms and Conditions or the Club's Operating Rules or if he repeatedly disobeys the instructions of the Company's management or employees responsible for the operation of the Club and its security. If the Company terminates the Agreement in accordance with this point, it has the right to retain already paid Fees as a contractual penalty for breach of the Agreement even if they relate to the period after the termination of the Agreement. This does not affect the Company's right to compensation in full.

6. If the Company or the Member does not terminate the contract before the end of the agreed duration of the Membership, the Contract is extended by the original duration. The member must deliver the notice to the Company in writing by email to the address [your@nextmove.cz](mailto:your@nextmove.cz) or via the relevant website at least 1 week before the end of the contract.
7. Membership can be renewed or a new Agreement can only be concluded if the Member has paid all (including previous) outstanding amounts and payment obligations, i.e. has no outstanding obligations towards the Company. This does not apply to the Fee for a newly extended Membership.
8. If the Member has an active membership with a commitment of 6 months or more, he is entitled to temporarily freeze the membership. Freezing of membership must be notified at least 7 days in advance, retroactive suspension will not be accepted. The right to freeze membership arises only after the first month of membership has expired. Membership can only be interrupted twice within 12 months, for a minimum of 7 days and a maximum of 3 consecutive calendar months.
9. Extensions or changes to the freeze must be made in writing by e-mail to [your@nextmove.cz](mailto:your@nextmove.cz) and count as another freeze request.
10. Monthly membership payment will automatically renew at the end of the freeze period without further communication, billing starts immediately after the membership is unfrozen.
11. If the membership is frozen, the member is not entitled to use the company's services. A member can unfreeze their membership early or purchase a single day pass at the front desk.
12. The Company may terminate a Member's membership based on his written request, even without giving reasons, at the Company's discretion.
13. During the suspension of membership, the Member is not entitled to use the Company's services. The member is obliged to pay the Fee even during the suspension of membership. If the Member has duly paid all Fees, the duration of the Agreement will be extended by the duration of the suspension of membership.
14. The member-consumer is entitled to withdraw from this contract within 14 days from the conclusion of the membership contract. This does not apply if Services have already been provided to the Member with his consent. The initiation of the subscription of the Services by the Member is considered as an implicit consent to the provision of the Services. After the Member has started receiving services, it is no longer possible to withdraw from the contract.

### **III. MEMBERSHIP WRISTBAND**

1. A wristband will be issued to the member after payment of the Deposit in the amount of CZK 500. The membership wristband is used to prove Membership and entitles the Member to use the services. The deposit is fully refundable if the member returns the undamaged bracelet within 7 days of the termination of the Agreement.
2. The membership wristband is personal and non-transferable. It is forbidden to lend it to other persons. The Member is obliged to immediately report the loss or theft of the membership bracelet to the Company at the Club reception. In this case, the Member

forfeits the Deposit for the Member bracelet and is obliged to pay a new Deposit in full for the issue of a new Member bracelet.

3. With the membership wristband, the Member (to whom the membership wristband has already been issued) must prove his identity before each visit to the Club. If the Member does not prove his identity with a membership bracelet or in another way at the request of the employees, he does not have the right to provide the Services and the Company is entitled to deny him the right to use the Club Services.

#### **IV. RESPONSIBILITY AND OBLIGATIONS OF PARTICIPANTS**

1. The member is obliged to empty and free the used locker before leaving the Club. A locker that is not emptied by the end of the Club's opening hours will be opened and emptied at the expense of the Club Member who did not empty the locker. In such a case, the contents of the locker will be kept at the Club's reception desk for a maximum of 14 days, and the Member can pick up the stored items against payment of a handling fee for unlocking the locker and storing the items in the amount of CZK 500.
2. The Club's opening hours and instructions for Club members, as well as any anti-epidemic measures and related conditions for entering the Club, will be published on the Club's website and social media profiles. The company is entitled to unilaterally change the opening hours of the Club according to operational needs, as well as to temporarily limit the operation of the Club. Such changes do not affect the rights and obligations of Club Members and are not a reason for a discount on the Fee.
3. The Member acknowledges that the provision of Services by the Company is subject to the capacity or technical capabilities of the Club. When the maximum capacity of the Club is reached, the Company is entitled to refuse to provide Services without any compensation.
4. The Company is responsible for damage to the property or health of Members in the event that the damage was caused by a culpable (in the form of intent or gross negligence) violation of the obligations of the Company or its employees and is a direct and unequivocal consequence of such violation.
5. The Member is liable to the Company for damage caused to the Company or its subcontractors by breaching their legal or contractual obligations arising from the Agreement, these General Terms and Conditions, or the Club's Rules of Procedure.
6. Lockers are exclusively intended for storing belongings (except for money and other valuables) of Members. The Member is responsible for securely locking their locker. If the locker is not locked, the Company is not responsible for damage to the items stored in it. The Company bears no responsibility for things stored outside the wardrobe.
7. Money and other valuables (mobile phones, laptops) must not be left in wardrobes. The company is not responsible for money or other valuables that are kept in lockers.
8. Before using the Services, the Member is obliged to familiarize himself with the Club's Operating Regulations, which are available in the Club. When using the Services, the Member is obliged to follow the Club's Rules of Procedure and the instructions of the Company and its employees or other persons providing services to Members on behalf of the Company.

9. The Company is not responsible for any damage to health or property that may occur to the Member as a result of non-compliance with such procedure or instructions of the Company, its employees, instructors or trainers. The Company is not responsible for any damage to health or property that the Member causes to himself intentionally, through negligence or by overestimating his physical condition. In the event that the Member discovers that his state of health does not allow continued use of the Services, or such continuation could endanger his state of health, he is obliged to immediately notify the Company or its representatives (instructors) and immediately stop using the Services or other sports activities in the Club .
10. In the event of an extraordinary, unforeseeable and insurmountable event (force majeure), the Company reserves the right to close the Club for the duration of such an event, and in the event of a forecast of a longer duration of such an event, the Company reserves the right to unilaterally terminate membership at its own discretion.

## **V. PROTECTION OF PERSONAL DATA AND MAILING OF COMMERCIAL MESSAGES**

1. Information on personal data processing is part of a separate document "Principles of personal data processing", which is available on the Company's website and can also be viewed on request at the Club's reception desk.
2. The member hereby declares that he is a customer of the Company and acknowledges that the Company, in accordance with § 7 paragraph 2 of Act No. 480/2004 Coll. (Act on Certain Information Society Services) using his email address sent all forms of commercial communications and advertising, including sending information about upcoming activities of the Company (discounts, events, new services), or by phone to his phone number. The member is entitled to express his disagreement with the sending of such commercial communications at any time, either by clicking on the unsubscribe button in the commercial communications e-mail received, or in writing to the address of the Company's registered office.

## **VI. FINAL PROVISIONS**

1. The Member is obliged to notify the Company of any change in the personal and contact information specified in the Agreement without undue delay after this change has occurred.
2. The Company sends all documents to the Member to the address specified in the Agreement or the last address provided by the Member or electronically to the e-mail address specified in the Agreement.
3. The Company is entitled to change the scope of the Services provided by the Club, temporarily or permanently, and the address of the Club at any time, without such a change affecting the conditions of membership.
4. The company is entitled to unilaterally change the Club's Rules of Procedure or the price list of the Services at any time. The change in the price list does not affect already concluded membership contracts.

5. The company is entitled to unilaterally change these GTC at any time. In such a case, it is the Company's duty to inform the Member of changes to the General Terms and Conditions by sending a new wording to the e-mail address or in writing to the last notified address. In the event that the Member does not agree with the changes to the General Terms and Conditions, he is entitled to terminate this Agreement in writing no later than 14 days after receiving the proposed changes. Otherwise, the new wording of the General Terms and Conditions is binding for the Member, starting from the date of their effectiveness. The current version of the GTC is always available on the Company's website, in the Club's premises and upon request from the Company.
6. The body responsible for resolving out-of-court consumer disputes is the Czech Trade Inspection, Central Inspectorate - ADR Department, with registered office at Štěpánská 567/15, 120 00 Prague 2-Nové Město, email: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz). To start an out-of-court consumer dispute, a member-consumer can contact <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/>.
7. Any invalidity or ineffectiveness of any provision of these GTC shall not affect the validity and effectiveness of the other provisions.
8. These GTC are valid and effective as of June 25, 2024.