General Terms and Conditions

Congratulations on taking the first step towards a healthy lifestyle, and thank you for choosing us! By signing up, you agree to accept and abide by these general terms and conditions and the house rules of Health Me ‘social fit club’. The terms and conditions and house rules are available at www.healthme.nl and on request at reception.

ARTICLE 1 · BECOMING A MEMBER

Any natural person or legal entity may become a member of Health Me ‘social fit club’ by entering into a membership agreement. The membership is established when the contract is signed at one of the Health Me ‘social fit club’ locations. The contract is kept in the membership records of Health Me ‘social fit club’.

ARTICLE 2 · MEMBERSHIP START DATE, TERM AND PAYMENT

All memberships start on the first day of the calendar month following registration.

If the member signs up before the first day of the following month, the period between registration and the membership start date is treated as a ‘broken month’. A pro-rata amount based on the applicable membership fee is charged for this interim period as a separate item.

Membership fees are due from the moment of registration with Health Me ‘social fit club’. The SEPA direct debit mandate takes effect from that point. All membership fees are due and payable in advance. If the member is given notice of default or fails to meet their payment obligation, Health Me ‘social fit club’ will make a second attempt to collect the fee. If payment fails again, the outstanding membership fees will be claimed in a single payment through a debt collection agency. The associated costs will be recovered from the member.

Health Me ‘social fit club’ reserves the right to adjust the membership fee once a year based on the Consumer Price Index (CPI) published by Statistics Netherlands (CBS). Members will be notified by email at least one month before any adjustment.

ARTICLE 3 · GUARANTEE PERIOD

Health Me ‘social fit club’ offers a three-month guarantee period starting on the date of the first training session under the chosen membership. During this period, the member must complete at least 20 Milon training sessions, with at least one rest day between sessions.

If, during the guarantee period and despite sufficient training effort, the member is dissatisfied with the results or finds that the training approach does not meet their personal expectations or preferences, they retain the right to end the membership without further payment obligations. The remaining term of the agreement will then lapse.

If the member chooses to continue the training programme after the twentieth session, the remaining membership term automatically takes effect.

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ARTICLE 4 · ONE-TIME FEES

A one-time registration fee is charged at the start of the membership. This fee comprises administration and personal training costs. The administration fee covers, among other things, setting up the digital member record, registering the member for and granting access to the relevant apps, issuing a card or wristband, and replacing it free of charge if it is lost or stolen.

Personal training at Health Me ‘social fit club’ includes a one-to-one Milon personal training session, personalised setup of the training equipment, implementation of the training programme, and an introduction to the other club facilities.

After signing the contract, the member has a 14-day cooling-off period during which they may withdraw free of charge, provided they have not used the services or facilities. If they have used them, the administration and personal training fees will still be charged.

For the duration of the contract, the member receives a card or wristband that grants access to the club. The membership is personal and non-transferable. The member is fully responsible and liable for the proper use and any misuse of the Health Me ‘social fit club’ card or wristband, as well as for the membership itself.

If the member no longer has their card or wristband, they can obtain a replacement at the club where they registered. The registration fee covers this replacement once. The old card or wristband is automatically blocked. If the card or wristband is lost or stolen again, a replacement fee of Cg. 14.81 applies and will be collected with the next direct debit. This replacement fee applies only to Health Me Curaçao B.V. Payment obligations remain in effect in the meantime.

ARTICLE 5 · MEMBERSHIP FREEZES

For every freeze, a freeze request form must be signed at the club where the member registered. Health Me ‘social fit club’ offers the following freeze options:

*Holiday: A member may take up to one month of holiday per year. Payment obligations continue during the holiday. At the end of the membership term, the period of absence is granted as a free period. If the membership term has already expired, the discount is applied when the member resumes training.

*Short-term injury: The membership may be suspended for up to one month per year. Payment obligations continue during the absence. At the end of the membership term, the period of absence is granted as a free period. If the membership term has already expired, the discount is applied when the member resumes training.

*Expat arrangement: If the member can provide evidence of a job or residence abroad, the membership may be frozen for up to three months per year. No payments are due during the absence. The membership term is extended by the length of the unpaid period.

Long-term injury: If the member is absent for more than one month due to illness, hospitalisation or the death of a partner, the membership may be frozen for up to three months per year.

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Payment obligations continue during this period. At the end of the membership term, the period of absence is granted as a free period. If the membership term has already expired, the discount is applied when the member resumes training.

To request a long-term injury freeze, the member must submit a medical certificate or death certificate to the club where they registered. The freeze can take effect only after the document has been submitted.

Health Me ‘social fit club’ reserves the right to refuse a freeze request if the conditions above have not been met.

*These freeze options are available only to members with a Lifestyle membership.

ARTICLE 6 · CANCELLATION

During the initial contract term, notice of cancellation may be given from two months before the contract ends. The member must give notice at the club using a cancellation form, which is prepared and signed in duplicate.

At the end of the initial contract term, the membership automatically continues for an indefinite period. It may then be cancelled monthly with one calendar month’s notice. The notice period starts on the first day of the following calendar month.

Example: If notice is given on 15 May, the membership ends on 1 July.

The membership may be ended early under the following conditions:

Article 6.1 Relocation: The member may cancel if they move to a home more than 10 km from the club. Proof of registration at the new address must be provided.

Article 6.2 Medical grounds: A cancellation request due to an injury that prevents the member from exercising can only be processed if a medical certificate is provided.

Article 6.3 Buyout arrangement: If the agreement is entered into for a term of more than 12 months, the member retains the right to convert it to a 12-month membership under the buyout arrangement. By requesting this arrangement, the member agrees to the associated charges. The difference in the discount received under the two memberships is charged retroactively.

Cancellation is final only once the cancellation form has been correctly completed, signed and confirmed by the club.

ARTICLE 8 · RISK AND LIABILITY

Health Me ‘social fit club’ and its staff are not liable for any injury, accident or loss of personal belongings, regardless of the nature or cause. Lockers are available for storing valuables.

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ARTICLE 9 · HOUSE RULES

Article 9.1 Code of conduct: Members who, in the opinion of Health Me ‘social fit club’ management or staff, engage in misconduct or unwanted sexual conduct may be denied access temporarily or permanently. They lose their rights under the membership and remain bound by their ongoing obligations.

Article 9.2 Booking: Members of Health Me ‘social fit club’ must book their training sessions through the app provided by Health Me ‘social fit club’. If a member has not booked, Health Me ‘social fit club’ reserves the right to refuse access.

Article 9.3 Dress code: Members must comply with the dress code when using Health Me ‘social fit club’ facilities. Members must change in the designated changing rooms. Appropriate sportswear, clean trainers and a towel are required. Members who do not have a towel may borrow one from Health Me ‘social fit club’.

ARTICLE 10 · COMPLAINTS

Health Me ‘social fit club’ makes every effort to serve its members and encourage them to maintain a healthy lifestyle over the long term. Health Me ‘social fit club’ deeply regrets any complaints. Members can first raise a complaint with the club manager. If this does not lead to a suitable resolution, they may email administratie@healthme.nl.

ARTICLE 11 · PERSONAL DATA

By signing an agreement with Health Me ‘social fit club’, the member agrees to the General Data Protection Regulation (GDPR). Photos and video recordings may be used for promotional purposes. If a member does not wish this, they must notify the club where they registered and Health Me ‘social fit club’ will honour their request.

Members must promptly notify the club where they registered in writing of changes to their postal address, email address, bank account number or telephone number, or send an email to administratie@healthme.nl.

ARTICLE 12 · CAMERA SURVEILLANCE

Health Me ‘social fit club’ uses video and audio surveillance equipment to protect its members, staff and property. Video and audio surveillance is limited to the training area and coffee corner. There is no surveillance in the toilets, showers or changing rooms. Recordings are kept for two weeks and reviewed only in the event of an accident.

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ARTICLE 13 · APPLICABLE LAW AND DISPUTES

Any disputes arising from the agreement between the member and Health Me ‘social fit club’ will be heard by the competent court in the judicial district where the club is located. Health Me ‘social fit club’ reserves the right to amend these terms and conditions at any time. All members will be notified of any changes by email.

ARTICLE 14 · OPENING HOURS AND CONTACT DETAILS

For current opening hours, see https://healthme.nl/openingstijden/. Opening hours may differ on public holidays.

A FINAL WORD

Thank you for reading our terms and conditions. At Health Me ‘social fit club’, we aim to help you lead a more active and healthier life in a safe, motivating and welcoming environment. If you have questions, comments or suggestions, we are happy to help at reception or at administratie@healthme.nl. Together, we make healthy living achievable and enjoyable!

Sporting regards,

Health Me ‘social fit club’