

## GENERAL REGISTRATION CONDITIONS OF JAYRA.

Located on Gashouderstraat 38 in (3061 EK) Rotterdam and Adamhofstraat 33 in (3061 ZA) Rotterdam

Listed with the Chamber of Commerce under file number 72940891.

### Article 1. Registration

Persons aged 18 years or older can register for a membership. Minors may register if one of the parents and/or legal representative co-signs the agreement.

### Article 2. Duration of the membership

The membership is for an indefinite period.

### Article 3. Termination of the membership

The membership can only be terminated in writing by the end of the month, subject to a notice period of 1 month. "In writing" will also mean by email in these conditions.

### Article 4. Monthly training fees

The training fees must be paid monthly in advance by direct debit, for which the member authorises Jayra. Training fees must be paid throughout the year, including during school holidays, closure of the gym and closure due to competitions, illness, accidents, force majeure, etc. This has been taken into account when determining the training fees and the annual contribution. Suspension of the payment of the monthly training fees is only possible in exceptional circumstances and will always be determined by Jayra on a case-by-case basis. The member cannot derive any rights from the manner in which Jayra applies this suspension.

### Article 5. Annual contribution

In addition to the training fees, the member will pay a single annual contribution of € 25. This contribution will be charged in December for the following year. If a member starts in the course of an ongoing year, this annual contribution will be charged pro rata. This annual contribution will not be refunded, even when a member terminates his or her membership in the course of an ongoing year.

### Article 6. Price changes

Jayra is entitled to index the training fees and the annual contribution once per year.

### Article 7. Exams and private lessons

The costs for exams and private lessons are not included in the training fees.

### Article 8. Opening hours

Jayra determines the opening hours, as well as the schedules, locations, forms and fees and reserves the right to adjust these at any time. Any changes will be communicated at least 30 days before the effective date of the change, except during (school) holidays. The member is entitled to terminate the membership on the date on which the change takes effect.

### Article 9. Absence

In case of absence of the member at one of the classes or exams, the full training fees or exam fees will remain payable. Training fees or membership fees will not be refunded.

### Article 10. Late payment

If the training fees or the annual contribution cannot be charged to the bank or giro account specified by the member, Jayra reserves the right to transfer the claim, after Jayra has summoned the member in writing, to a collection agency and (temporarily) restrict the participation of the member in classes and activities organised by Jayra until the outstanding amounts have been paid. All collection costs (both judicial and extrajudicial) will be borne by the member.

### Article 11. Liability

Jayra, its management, its staff and its instructors are not liable for damage or injury suffered or incurred by the member or third parties during the lessons or their presence in the gym. Jayra also accepts no liability for injury caused to the member by a third party during their presence in the gym or during the lessons.

Participation in any of the sports offered by Jayra will be entirely at your own risk. Jayra and its management also accept no responsibility for lost, stolen or damaged properties of the member and/or third parties.

### Article 12. Damage to the building and property of Jayra.

Damage caused by members and/or third parties to the inventory or the building of Jayra, or to goods or buildings provided by third parties to Jayra for the implementation of the agreement, will be recoverable under statutory liability.

### Article 13. Physical fitness

The member must timely inform the sports instructor about any (physical) restrictions, special conditions or injuries to enable the instructor to take this into account during the lessons. Each member is personally responsible for consulting his/her GP before participating in one or more sports when he or she is suffering from an injury.

### Article 14. Exclusion from participation and denial of access

Members and/or parents/carers of the member who are guilty of misconduct, cause nuisance, do not adhere to the instructions of the instructor, do not respect the house rules of Jayra, act in violation of these conditions or who harm the reputation of one or more of the employees/instructors of Jayra, can be temporarily or permanently denied access to the gym. Members will in that case lose their right to participate in lessons, but this will not affect their payment obligations.

### Article 15. Amendments to these conditions

Jayra reserves the right to unilaterally amend these conditions at any time. Changes will take effect immediately and will be announced. The member then has the right to cancel the registration in 30 days.

### Article 16. Personality rights

Jayra reserves the right to publish pictures and videos which are made during the lessons, open days, demonstrations, exams and similar for the promotion of its commercial activities, including but not limited to publishing them on its website, in advertisements and on social media. The member grants Jayra his or her irrevocable permission in this respect and will correspondingly refrain from any recourse based on his or her personality rights.



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