



# **BASIC-FIT** **TERMS AND** **CONDITIONS**

## INTRODUCTION

Please read these general terms and conditions carefully (hereinafter, the "**Terms and Conditions**") that govern your use of the services offered by BASIC FIT SPAIN, S.A.U., a Spanish company, with registered office in Málaga, calle Horacio Quiroga, 35, 29004, and with N.I.F. A-82553447 (hereinafter, "**Basic-Fit**").

If you decide to subscribe to any of our plans, or if you use the services of Basic-Fit in any other way, you accept the present Terms and Conditions and the [House Rules](#) of Basic-Fit, which is incorporated into this document by means of a link as a reference. If you do not accept the present Terms and Conditions and the House Rules, you should not use Basic-Fit services or access to any of its Clubs.

If any of the provisions contained in these Terms and Conditions were declared by any court or competent administration, illegal, void or unenforceable for any reason, that provision shall be deemed independent and shall not affect the validity and enforceability of the remaining provisions herein.

These Terms and Conditions, together with the particular conditions applicable to your plan (as defined in Clause 3) and the House Rules of Basic-Fit, constitute the legally binding agreement between the member and Basic-Fit (the "**Contract**"). By accessing our Clubs or making use of our services, you confirm that you have read, understood and accepted the Terms and Conditions.

These General Terms and Conditions are applicable as of 16 January 2026 for all plans subscribed as of that date.

## ARTICLE 1: DEFINITIONS

If you are a Member or if you wish to become a Member and use our services or products, you must act in compliance with a list of clear and transparent agreements. By signing up, you declare that you accept these Terms and Conditions, as well as the Basic-Fit [House Rules](#). You can find the Terms and Conditions at <https://www.basic-fit.com/en-es/about-basic-fit/terms-and-conditions> and the House Rules at <https://www.basic-fit.com/en-es/about-basic-fit/houserules> or check them in the kiosks of any Club.

**1-year Period:** 13 4-Week Periods (52 weeks).

**4-Week Periods:** these are the periods of four natural weeks that make up your Contract. These start to run from the Effective Date and if you have opted to pay every 4 weeks, are used to determine the moments of payment.

**Basic-Fit:** Basic Fit Spain S.A. and the services and products that we offer under the name Basic-Fit.

**Club:** the physical place where Basic-Fit offers fitness-related activities. This may also be your Home Club.

**Contract:** the Contract concluded between Basic-Fit and the Member when subscribing a Basic-Fit membership. These Terms and Conditions and the House Rules are also part of your Contract, together with any specific conditions applicable to your plan and chosen Extras.

**Effective Date:** is the date on which your Contract will become effective and will coincide with the date of your Subscription to Basic-Fit or with the date on which your Home Club opens in the event of subscribing before it opens. If there is a Welcome Offer or a promotion with extra weeks applicable at the time of your Subscription, the start of the minimum commitment period will be postponed according to the offer or promotion and the beginning of the payment of the fees will be postponed as well.

In case of enjoying any offer or promotion in which an extra training period is offered, the Effective Date will be set at the moment of the Subscription but the commitment period will come into effect after the extra weeks of the promotion. For example, if the promotion is: "2 weeks extra" and you sign up on May 12, the Effective Date of your contract will be May 12 but the start of the payment of the fees and the commitment period will take place on May 26. During the promotion period (in this case, between May 12 and May 26) you will be able to come and train and you will not have to pay dues, subject to the conditions of article 5.

**Extra:** these are the services or facilities that can be purchased from Basic-Fit in addition to your membership. LiveGX is not an extra.

**Founding Members:** new members who join Basic-Fit before the opening date of selected new Clubs and until 4 weeks after the opening day. New members are considered those who do not have an ongoing subscription with Basic-Fit. Founding Members will benefit from an exclusive subscription until they change their Plan or unsubscribe from Basic-Fit, whichever happens first, in the conditions described in article 2.c of these Terms and Conditions. Founding Members shall be considered for all purposes as Basic-Fit Members and, consequently, the Terms and Conditions shall apply to them in everything that does not contradict the present definition and article 2.c. Founding Members have access only to their Home Club.

**Friend:** if you have a Premium or Ultimate membership, you can bring a Friend. This Friend must register in order to obtain access to the Club, as outlined in art. 6(c) and be, at least, 14 years old.

**Home Club:** is the Club where you can train and that is indicated in your Contract as your Home Club. This is the Club closest to your home, or another Club if you yourself have indicated as such when subscribing. Depending on the plan you sign up for, you can train at the Home Club only, at several or at all of our Clubs. Even if you can train at several or all of our Clubs, we will still consider one of them as your Home Club.

**Host:** the employee who ensures the management of a given Club.

**Kiosk:** the digital self-service hub available at our Clubs. Using this hub, you can, for example, subscribe for or cancel a membership, modify your details, and add or adapt the Extras, among various other options.

**Massage chairs:** Basic-Fit has massage chairs in some of its clubs which offer different massage programs. Only Premium and Ultimate Members can freely use the massage chairs available in the Clubs. Members with other plans can purchase it as an Extra to their plan.

**Member:** you can become a Basic-Fit Member if you are a person and you are at least 16 years old. Basic-Fit may ask you to provide a form of identification to check your age.

**One-Time User:** Any person who gains access to the gym through third-party partner services.

**QR Code:** This is the QR code accessible from the Basic-Fit App that you must have to access our Clubs. There is also the possibility of accessing with a card but it has a cost. These two means of access cannot be combined: activating the QR-Code deactivates the access card and conversely activating the access card deactivates the QR-Code.

**Welcome Offer:** if you sign a Contract with Basic-Fit you will benefit by getting a sports bag and one of the following welcome offers:

- 2 extra weeks to enjoy at the beginning of your subscription (2+52 weeks contract);
- A price of 9,99 € for the first 4-week period of your subscription; or
- Flex Plan for 0 € extra. You can subscribe to any of our plans without the commitment period, for their current price, without having to pay extra for the no commitment period. You will enjoy this offer as long as you keep your subscription, that is, until you change Plan or cancel your Contract, whichever comes first.

Basic-Fit will determine which Welcome Offer is applicable at each moment. You will enjoy the Welcome Offer in effect at the time of your subscription and this will be indicated on the website and/or the Kiosk. This Welcome Offer does not apply to Founding Members (except the bag) or if you opt for the flexible plan (except for the Welcome Offer consisting of the Flex Plan for 0 € which, by its nature, will apply to members with flexible subscriptions) and does not constitute a promotion. The Welcome Offer will not be combined with a promotion. When a promotion is applied, the Welcome Offer becomes inapplicable with the exception of the sports bag.

## ARTICLE 2: BECOMING A MEMBER

- a. You can become a Member in any of the following ways (the “Subscription”):
  - On the website by filling out the [online membership application](#) form; or
  - At the Club directly by filling out the membership application form on one of our kiosk hubs.
- b. If you subscribe through the Basic-Fit website, you have the right to withdraw, without giving any reason, within 14 days from the date on which you subscribe. You can exercise this right by filling in this [form](#) and emailing it to [servicioalcliente@basic-fit.es](mailto:servicioalcliente@basic-fit.es) or sending it by post to Basic-Fit, Postbus 3124, 2130 KC Hoofddorp, The Netherlands. The right of withdrawal cannot be exercised via the App. You don't have the right of withdrawal if you subscribed at one of our Clubs like using the Kiosks. If you decide to exercise your right of withdrawal within this 14-day period, and your membership has not been used during such period, the cancellation is free. If your membership has been used, Basic-Fit has the right to retain part of the membership fee on a pro-rata basis (i.e. from the date of activation of the membership until the date of cancellation, including any start-up fees).
- c. If you join Basic-Fit prior to the opening date of a new Club and up to 4 weeks following the opening date of selected clubs under this presale offer, you will be considered a Founding Member. This means that if you subscribe to the dedicated subscription to Founding Members, your fee will benefit from a preferential price for the rest of your life, unless you change your Plan or you unsubscribe from Basic-Fit, in which case you will lose your “Founding Member” condition. Tiered pricing applies to Founding Members’ memberships. Pricing tiers are determined by reference to the time remaining until the Club’s estimated opening date and continue to apply for a period of one (1) month following the opening of the Club. As a result, the applicable prices may vary depending on the Club and the timing of the subscription. You are therefore invited to consult the prices displayed on the website and, after the Club has opened, at the in-club kiosk, prior to subscribing. The Founding Member Subscription is available only for the Basic Plan (so you will have access only to your Home Club), for a minimum of 1 year subscription, with two payment options:
  - Payment every 4 weeks. At the end of the fixed term of 1 year, your contract will be automatically renewed unless requested otherwise; or
  - Payment in advance for the whole year. At the end of the fixed term of 1 year, we will send you an e-mail to confirm if you want to continue with your membership.

Founding Members may unsubscribe, until the Club opens, without notice. The period for exercising the right of withdrawal, arising from distance contracting, by Founding Members runs from the opening date of the Club.

## ARTICLE 3: MEMBERSHIPS, MANDATORY TERM, DAY PASS AND ONE-TIME USERS

- a. We offer a selection of different [types of membership](#), the details of which can be found on our [website](#) or at any of our Clubs. We do not guarantee the continuous availability of all our subscription plans. Availability may be modified, suspended, or discontinued at our sole discretion at any time. All membership types include unlimited access to your Home Club during your Home Club’s opening hours and also virtual group classes. *Comfort*, *Premium*, and *Ultimate* subscriptions consist of various components that together form a complete package. As such, individual components cannot be canceled separately.
- b. At the moment of the Subscription, you will be able to choose which type of plan you want for your Contract among the offered ones.
- c. You can subscribe to our plans with the following permanency:
  1. With a minimum term of one year (52 weeks) with tacit and successive renewal (unless otherwise requested), for an indefinite period of time, with payment every 4 weeks;
  2. With a one-year term (52 weeks), which automatically expires after the expiration of the term, with full prepayment of the price;

- 3. With the flexible variant (Flex Plan): for all our plans we offer a flexible variant of the plan with a minimum commitment period of 4 weeks, with tacit and successive renewal of 4-weeks Periods, unless otherwise requested, for an indefinite period of time and with payment mode per 4 weeks. You can access this flexible variant by paying an additional cost (the Welcome Offer is not applicable if you opt for the flexible variant).
- d. If you decide to change your subscription type during the term of your Contract, through My Basic-Fit or customer support, you have the right to withdraw from the change, without cause, within 14 days from the date you have changed it, as detailed in article 2.b. Therefore, the change of plan will be annulled and you will return to your previous plan until the end of your previous Contract (including its term and renewals, if any).
- e. In case of change of membership, the new Effective Date of the Contract becomes the date of subscription of the new membership.
- f. With all Basic-Fit subscriptions you have access to the Basic-Fit App. Basic-Fit may require App updates (e.g. for security or bug fixes purposes), in which case you will be informed on the nature and timing of these updates.
- g. With Ultimate and Premium plans you will be able to freely use the Massage Chairs.
- h. With our Ultimate plan you will be able to come and train with a Friend as much as you want. With the Premium plan you can bring a friend to our clubs once per week.
- i. With the Ultimate plan you can freeze your membership.
- j. With the Ultimate plan you will have access to the Relax & Recover options (available only in selected clubs).
- k. If you want to visit our facilities without a contract, or if you just want to try them once, you can buy a Day Pass at the Self-Service Terminal. With the one-day Day Pass, you will be able to participate in the group classes of the Club where you bought it. You will have 7 days to activate your Day Pass after purchasing it. The Day Pass gives you one-time access to a Club of your choice within the country where you purchased it, during the day of its activation. The Welcome Offer does not apply to the purchase of a Day Pass. You can find out the price of the Day Pass on our [website](#) or by asking at your Club.
- l. In the case of the LIVE group classes with instructor, you can use Basic-Fit group lesson facilities unlimitedly during the opening hours of the Clubs where these courses are offered. These classes are not offered in all Clubs, facilities and schedules of LIVE group classes with instructor varying according to the Clubs. The related information can be obtained from the chosen Club or from the Basic-Fit website. A maximum number of participants applies for each LIVE group class with instructor, especially for health and safety reasons, Basic-Fit therefore does not guarantee systematic access to LIVE group classes with instructor. Basic-Fit may state that the LIVE group classes with instructor must be reserved in a manner to be defined by Basic-Fit (for example: reservation in the chosen Club, via the Basic-Fit mobile application or on the Basic-Fit website).
- m. Access to our Clubs for a One-Time User is conditioned upon the subscription and activation of a pass or offer provided by a partner such as Wellhub. The One-Time User must provide, upon Basic-Fit's request, any information or proof related to their subscription with this partner, in full compliance with the third-party service's terms of use. Access for One-Time Users is limited to one or more sessions, according to the terms agreed upon with the partner. They cannot benefit from any additional options. Basic-Fit's availability may vary depending on time slots. The One-Time User cannot, under any circumstances, gain unlimited or priority access to the Club. The One-Time User agrees to fully comply with the General Terms and Conditions and House Rules. In case of non-compliance with these rules, Basic-Fit reserves the right to refuse or interrupt access to the Club, temporarily or permanently, without compensation.

#### **ARTICLE 4: EXTRAS**

- a. On top of your chosen membership, we offer a range of optional Extras. These may vary from Club to Club. Up-to-date information on these optional Extras, including the related costs, can

be found on the Basic-Fit website. Alternatively, you can request this information directly at any Club.

- b. You can add an Extra when you first subscribe or at any point during your Contract, except for the flex option, which can only be contracted at the time of Subscription. Similarly, you can remove an Extra from your Contract at any point during its term. You can remove an Extra in the same way as you subscribe to an Extra (via My Basic-Fit or on the Self-service hub), as long as you give a 4-Week-Period's notice. If you have chosen a Contract with complete pre-payment you will be able to see the next possible cancellation date in My Basic-Fit. In any event, the Extra is automatically terminated at the end of your Contract.
- c. Extras are activated immediately so that you can use them straight away. Articles 2 and 3 of these terms and conditions apply to all Extras. If you choose a membership with payment every 4 weeks, the cost of the Extra will be added to your membership so that both amounts are taken at the same time. If you subscribe to the Extra after the start of your membership, you will have to pay a pro-rata fee for the Extra for the period between activation and the first day of the next 4-Week-Period. If you choose a membership with complete pre-payment, you will have to pay the cost of the Extra in advance, at the same time as your membership. If you subscribe to the Extra after the start of your membership, you will have to pay a pro-rata fee for the Extra for the period between activation and the end of your Contract.
- d. If you opt for the "YANGA Sports Water" Extra, you may fill up your water bottle when you need to whilst exercising. A minimum period of 20 minutes between refills shall nevertheless apply. Make sure that your water bottle is big enough.
- e. If you subscribe as a Member and want to find out a bit more about your new Club, you can purchase an introduction session at the Club. Only you are able to do this - the option to purchase these sessions is not available to your Friends. Nevertheless, you may purchase several sessions, which your Friends may then use. Basic-Fit does not carry out the introduction sessions directly, but subcontracts them to the company responsible for providing personal training services at your Club. These professionals are not employed by Basic-Fit; they work independently.
- f. You may add the Extra enabling the freeze of your membership at the time of your subscription or when changing subscription. It will allow you to freeze your membership for a maximum 4 weeks per freeze, twice per year (this is, for a total of maximum 8 weeks per year). This freeze option is included in the Ultimate plan. If you decide to freeze your membership during the fixed commitment period, the remainder of that period will be extended accordingly. You can freeze your subscription via our website, the Basic-Fit app or at the Kiosk. You will set the start date and duration of the freeze. You can cancel the freeze Extra once the mandatory term of your contract is over, according to the conditions set in these General Terms and Conditions. During the freeze, your access to the Club/s will be temporarily blocked.

## **ARTICLE 5: COSTS AND PAYMENT**

- a. All membership types have their own applicable costs and conditions. You can find them on our [website](#) or at one of the Clubs.
- b. You can pay by bank card or prepaid card Mastercard or Visa, Paypal or direct debit.
- c. If you become a Member, we may charge you a start-up fee, on top of the membership fee. This start-up fee may vary depending on the type of membership you choose and whether any promotion applies. If you have cancelled your membership and you want to become a Member again, you must pay the current start-up fee again.
- d. When you become a Basic-Fit member, the membership price is due from the Effective Date. All membership fees are due and payable in advance, in accordance with articles 5d and 5e of these Terms and Conditions, unless defined otherwise on your contract.
- e. If you choose a one-year Contract with complete pre-payment, the full cost for the year is paid in one instalment in advance at the moment of Subscription.

- f. If you choose a Contract with payment every 4 weeks, the payment of the first installment shall be settled upfront when you subscribe. Following this, payment will be taken every 4 weeks in accordance with the prices for each membership. Each direct debit payment shall cover a period of 4 weeks. This means that we will take 13 payments per year. As a consequence, once a year, 2 payments could be taken during the same calendar month.
- g. If you fail to respect your payment obligations, your QR Code or Pass will be blocked until you comply with said payment obligations.
- h. If after receiving formal notice of failed payment you still do not comply with your payment obligations, you will be considered to be in default. We may then charge you for the costs of recovering payment, transfer our claim to a third party and assign the debt to an external agency specialized in the collection of due amounts. In this case, as a Member, you authorize Basic-Fit to transfer your data to the third party in charge of managing the claim of your debt. We will also have the right to terminate your Contract with immediate effect, without prejudice to your payment obligations, after the non-payment of two installments.
- i. The Contract amount will be revised annually, after one year has passed since the conclusion thereof, with the sole purpose of applying the annual CPI change over the previous 12 months to the monthly membership fee paid. For this purpose, the last index officially published by the Spanish Statistical Office (INE) on the date on which the update is to be made shall apply.
- j. If you do not use the services offered under the Contract or any of the Extras, you will not be reimbursed for any costs, except in the event of the special cases expressly stipulated in the present terms and conditions.

## **ARTICLE 6: QR CODE AND PASS**

- a. When registering, we recommend that you download the Basic-Fit App, available in our countries of activity and for Android 8 and iOS 13 minimum. You will be able to create your personal space there, activate the QR-Code allowing you to access clubs and content.
- b. To be granted entry into a Club, you must have the QR Code or your Pass with you. Your Pass is the property of Basic-Fit and you may only use it for the duration of your Contract.  
To prevent misuse of the QR code and unauthorised sharing, there is a limit to (i) the number of times per day the QR-code can be used in our clubs and (ii) the number of times a Member can change devices to activate their QR code and access the Club.  
You can't transfer your contract, your QR Code or your Pass to a third party. Your subscription is personal and non-transferable.
- c. With Ultimate and Premium memberships you may bring a Friend with you to the Club. Only two people (you and one Friend) may attend the Club at the same time with one membership. You are not permitted to bring a Friend if you are signed up with any of our other types of memberships. If you want to bring someone who is not a Member, this person can purchase a Day Pass.  
You must register your Friend via My Basic-Fit (by going to the website or the Basic-Fit app). Your Friend must also accept these Terms and Conditions and the [House Rules](#) before entering the Club. Your Friend will then receive a temporary access code. Your Friend won't be able to benefit from any of the Extras that you have added to your Contract.  
As a Member, you are responsible for the way in which your Membership, QR Code and Pass are used or misused. You must therefore ensure that your Friends respect and comply with these terms and Conditions and the Basic-Fit [House Rules](#). You must know these Friends and be able to provide their identity as well as their contact details to Basic-Fit.
- d. These General Terms and Conditions and the House Rules also apply to Friends accessing with members, to Day Pass holders and to any person accessing a Club using promotions or other access conditions, including, where applicable, One-Time Users.
- e. If you lose your Pass or if it is stolen, you can get a QR Code or purchase a new Pass at the Kiosk at your Club. Purchasing a new Pass will result in your old Pass being automatically

blocked. The price of a new Pass must be paid at the Club Kiosk, after which the new Pass will be activated. In the meantime, you are still required to pay your membership fee.

## **ARTICLE 7: OPENING HOURS – UNSTAFFED ACCESS**

- a. Basic-Fit shall indicate the opening hours for each of its Clubs at the Club and on its website.
- b. We want to keep our Clubs in good condition and offer you modern and optimal facilities for your training, so, sometimes, we cannot avoid a temporary or partial closure of a Club, for example, for improvement or maintenance works. The eventual closures will be communicated in the Club and through the web or via email. If your Home Club, for whatever reason, cannot open completely, you will be able to train in any other of our Clubs. If you are unable to train at another of our Clubs, we may freeze your plan so that it is on hold from the time of your request until the Club reopens, at which time your Plan will be reactivated and your dues and membership will resume. The duration of the Contract will be extended proportionally for the same amount of time that the freezing of the Contract is requested.
- c. If we permanently close your Home Club or move it more than 5km from the old location, and there is no other Club within that radius of 5km, you may terminate your Contract free of charge, without notice, as of the date of closure or relocation of your Home Club.
- d. If you are considered a Founder Member and your Home Club closes permanently, you will keep your condition in the new Club you chose as your new Home Club. Founding Members will have to choose a new Home Club in a maximum term of 2 months since the closing of the prior Home Club in order to maintain their Founder Member condition.
- e. Some of our Clubs may be open 24 hours a day. You can find out which Clubs, if any, are open during these uninterrupted hours on our website. These Clubs may not be staffed at certain times. Generally, this will occur between 10:30 p.m. and 7:00 a.m. If that's the case, access may be provided without staff on site, subject to applicable law and regulations and strictly within the framework and conditions set out therein.
- f. During unstaffed hours, access to the Club is subject to specific conditions and restrictions aimed at ensuring Members' safety. Access during unstaffed hours might be subject to a prior registration or booking requirement, which Members must complete in advance of their visit. In addition, access to certain areas of the Club might be temporarily restricted or prohibited, including, without limitation, upper floors or specific zones.
- g. **You must be over 18 years old to access the Clubs when there is no staff.**
- h. For security reasons, Basic-Fit uses audio and video surveillance equipment in these Clubs. In case of an incident, question, or emergency, you can use the assistance button to contact our control center, which will provide you support. We also recommend wearing one of our collars with a call button during your workouts. Members are expected to comply with all applicable safety rules, be aware of the location of emergency call points and emergency exits, and exercise appropriate caution at all times.
- i. Members wishing to benefit from unstaffed access may be required to complete a self-assessment of their physical condition, designed to raise awareness of the risks associated with exercising in an unstaffed environment, taking into account factors such as age, gender and medical history, as well as the health and safety risks related to the use of doping substances.
- j. Members understand the risks associated with practicing physical activity in the Club in the absence of on-site staff and acknowledge that they exercise under their own responsibility during such periods.
- k. Members must ensure that all their personal belongings have been removed from lockers and changing rooms before the Club staff leave. Any request to reopen the changing rooms after this time will result in a fee of 45 €.

## **ARTICLE 8: RELOCATION OR INJURY**

- a. If you move house, you can continue to work out at our Clubs. We will transfer your Home Club to the closest Club to your new address or another Club, if you prefer. If there is no other Club

within a radius of 5 km of your new address, you can specify which Club you would like to designate as your Home Club. In that case, we will also give you the option of terminating your Contract prematurely, subject to a notice period of a 4-Week-Period. In that case, we will ask for proof of your new address by providing an official document. In the case of Flex Plans, the termination of the Contract may be communicated at any time and will be terminated at the end of the current period in effect at the time of the request.

- b.** We hope that you are fit and healthy when you come and work out with us. If you can no longer use your membership in the long term for medical reasons, you can terminate it by providing proof that you are no longer able to use the membership in view of your medical situation, for example by means of a doctor's certificate, effective as of our receipt of the request and proof. Also, if the injury is minor, you may freeze your plan from the time of your request and proof of injury until you are able to return to training, at which time your Plan will be reactivated and your dues and membership will resume. The term of the Contract will be postponed for the same amount of time as the Contract freeze is requested.

## **ARTICLE 9: SUBSCRIPTION AND CANCELLATION**

- a.** If you have entered into a Contract with a one-year period and payment every 4 weeks, you can cancel it no later than 4 weeks before the expiration of its fixed period. If you do not terminate the Contract as outlined above, it will be renewed tacitly for an indefinite period and can thereafter be terminated at any point with a 4-Week-Period's notice. The required notice period is 4 weeks to coincide with your payment periods.
- b.** If you have entered into a Contract with flexible termination (Flex Plan), you can terminate it at any point with at least a week notice.
- c.** You may terminate your Contract in one of the following ways: through My Basic-Fit (at the Self-Service Terminal in our Clubs, on our website or the App) or by sending an e-mail to customer service requesting the cancellation (indicating your name, membership number and the address of your Reference Club).
- d.** Our aim is to create an environment in our Clubs in which everyone respects each other and complies with the rules. If you repeatedly do not comply with the provisions of the Contract or with the [House Rules](#), or if you act violently, or in a way that can disturb Members, or that can affect the normal functioning of our business (including theft, physical or verbal assault, threats against Basic-Fit staff or other Members, discrimination, non-compliance with health and safety rules, voluntary deterioration of the Club facilities, consumption or circulation of illegal products), Basic-Fit may exercise its right to refuse you access and terminate your Contract (with immediate effect), with a refund of excess paid amounts. If such conduct is committed by a Friend, the Member may also be subject to the same measures, as Members are expected to ensure that their Friends comply with the terms of the agreement and are liable for their conduct. Subscribing again after being denied access constitutes a legitimate reason to immediately cancel your new subscription. In this case we will refund your excess paid membership fees, with the exception of the start-up fee.
- e.** At Basic-Fit, we encourage you to exercise with your friends. Nevertheless, personal training services can only be provided by our personal trainers inside our Clubs. Furthermore, it is prohibited to invite an external personal trainer or coach as a Friend in order to receive personal training services within our facility. If you are found to be breaching this regulation, we have the right to terminate your Contract and ban you from our clubs, with a refund of excess paid amounts.
- f.** If you provide anyone else with illegal access to one of our Clubs, for example by letting them through the door at the same time as you or giving them the Pass, Basic-Fit may order you to pay the value of a Day Pass which is what should have been paid, plus 5,00 € as a penalty and refuse you entry into the Club until you have paid said amount. In the event that you repeatedly breach the rules, Basic-Fit has the right to terminate your Contract, with a refund of excess paid amounts.

## ARTICLE 10: RISKS AND LIABILITY

- a. Exercising comes with risks. If you use our facilities, you yourself must be able to analyse whether you are capable. We do not offer the active support of any staff within our Clubs. You can sign up with a personal trainer, purchase an introduction session, or follow the advice provided on our app or by other means within our Clubs. However, you remain fully responsible for the way in which you exercise and the choices that you make in this regard. If you have any doubts regarding your physical condition, we recommend that you seek the advice of a doctor or sports specialist to determine the most suitable way for you to exercise.
- b. Basic-Fit and its employees are not liable for any material or non-material damage arising from an accident or injury suffered in any of our Clubs or because of the use of our equipment and our massage chairs, except in case of intent or negligence. The Massage Chair service is provided to you as is and as available so Basic-Fit expressly disclaims all warranties and makes no representation that the service will meet your requirements, achieve any intended results, operate without interruption, meet any performance standards or be error free.
- c. We advise you to not bring any valuable objects into our Clubs. Basic-Fit always provides lockers (in the changing rooms without video-surveillance and, when possible, in the common area of the Club with video-surveillance), which you are welcome to use by securely locking with your own quality padlock, but always at your own risk and peril. In our experience, no locker is secure enough to keep experienced thieves out. Basic-Fit will not accept any liability for any damage, loss or theft of your belongings, except in case of intent or negligence. Basic-Fit does not accept deposits of cash, luxury brand goods, electronic goods (including but not limited to laptop, mobile phone), jewelry, watches and any goods worth more than 250 euros. You (including young members and Friends) are personally responsible for your personal belongings that are not properly secured. You must remove your personal belongings from the lockers when you leave the Club.
- d. The training programs available online or on the application do not constitute a personalized personal coaching service; the service consists in publishing online sports programs and trainings. The training programs and advice are provided for information purposes only; they cannot be considered as specific advice (such as medical or dietary). You follow these programs at your own risk. It is your responsibility to adopt reasonable, appropriate and thoughtful behavior when viewing and reproducing the exercises, consistent with the attached instructions and your own abilities. For example, by adapting the exercises, their intensity, their frequency and the break times according to your own limits. If in doubt, and particularly in the event of pregnancy or illness, we recommend that you consult a doctor to ensure the compatibility of the services offered with your state of health.
- e. The evacuation plans outline the procedures to follow in case of an emergency. Make sure to always be familiar with their content and location.
- f. Do not use the massage chair on bare skin or after consuming alcohol or drugs. Use the chair as intended, and remain awake at all times during use.
- g. It is strictly prohibited to store, park or leave any scooter inside the Club, whether electric or non-electric, as well as any similar equipment, including in locker rooms, common areas, training areas or any other space accessible to Members.

## ARTICLE 11: COMPLAINTS

- a. We endeavour to serve all our Members and we hope to offer access to sports facilities to as many people as possible with our Clubs. We are very sorry if you are dissatisfied with our services, and if you have a complaint, we want to hear about it. You can speak to the Host, contact our customer service, or fill out a complaint form at one of our Clubs, as outlined on our website.

## ARTICLE 12: PERSONAL DATA

- a. For the performance of your Contract, we collect and use some of your personal data. Basic-Fit processes your personal data in an appropriate and prudent manner, in compliance with the applicable legislation, the General Data Protection Regulation (GDPR).
- b. The Basic-Fit privacy statement lists the personal data that we process, what we process it for, and how we process it. The statement also explains how data subjects can exercise their rights in relation to the processing of their personal data. You can find the Basic-Fit privacy statement on our [website](#).
- c. To protect the safety of the individuals and property inside and surrounding our Clubs, we use video and audio surveillance equipment to observe the Clubs that are open 24 hours a day. Video and audio surveillance equipment is only present inside the gym, and not in the toilets, showers or changing rooms.

### **ARTICLE 13: BASIC-FIT CUSTOMER SERVICE DETAILS**

- a. You can find our customer service details on: [www.basic-fit.com/es-es/servicio-al-cliente](http://www.basic-fit.com/es-es/servicio-al-cliente)
- b. Address: Postbus 3124, 2130 KC Hoofddorp, The Netherlands
- c. You can also find more information on the Basic-Fit website: [www.basic-fit.com/es-es](http://www.basic-fit.com/es-es)  
You can also arrange many things yourself on My Basic-Fit.

### **ARTICLE 14: APPLICABLE LAW AND DISPUTES**

- a. Spanish law applies solely and exclusively to these Terms and Conditions and to all Contracts concluded by or with Basic-Fit.
- b. This is an English translation version of the original Terms and Conditions written in Spanish language. If there is any discrepancy, misinterpretation, omission, conflict, variation or supplemental to the original meaning of the Terms and Conditions, the original [Spanish Terms and Conditions](#) will prevail.
- c. In the event of a conflict between the General Terms and Conditions and the House Rules, the General Terms and Conditions shall prevail.
- d. Any disputes arising in relation to the Contract between the Member and Basic-Fit shall be submitted to the competent courts in Spain.

These Terms and Conditions are binding for Basic-Fit and for you.