

CONTRACT ON THE PROVISION OF SERVICES IN HOLMES PLACE CLUBS AND ON ACQUIRING MEMBERSHIP

GENERAL COMMERCIAL TERMS AND CONDITIONS:

These Terms and Conditions comprise an integral part of the contract between the company Holmes Place Czech Republic, s.r.o. (Ltd), with its registered office in Prague 5, Nádražní 74/232, ID no: 27085015 (the "Company") and the member specified in this contract (the "Member") (the "Contract"). The Company runs a Health Club for its members (the "Club"). The Club is not a legal entity. No civic association, society or any form of asset co-ownership has been established between the Member and the Company. Membership in the Club is a service that the Company provides to members on the basis of a contract. These Terms and Conditions also apply to members who have been granted the status of member on the basis of a contract concluded between the Company and a third party for their benefit. These Terms and Conditions also apply appropriately to persons authorised to use the Club's services on the basis of a prepaid card or on the basis of short-term membership with respect to the nature of that membership. These Terms and Conditions also apply appropriately in the case of membership that is extended for an indefinite period. Under the conditions stipulated by the Contract, these Terms and Conditions, and the Club's Operating Regulations, the Company is authorising the Member to use the facilities of the Club and to avail of the services provided there. Membership only pertains to the Member. It is not transferable, it cannot be converted and it does not pass to the Member's legal successor.

ARTICLE I. – ACQUIRING AND TERMINATING CLUB MEMBERSHIP

1. Membership in the Club is acquired by concluding a Contract and by paying a registration and membership fee, or by paying the first instalment in cash, upon conclusion of the Contract.
2. Membership in the Club is alternatively acquired by concluding a Contract and by paying a registration fee and by depositing a minimum of CZK 1000 credit on a prepaid card.
3. If the Member pays the membership fee in monthly instalments, he is obliged no later than within seven days of the day on which the Contract is signed to provide the Company with proof of the establishment of a standing order for the payment of the individual instalments of the membership fee.
4. If no special written contract is concluded between a Member and the Company, the Contract is concluded on a Company form.
5. The Contract is concluded for a determinate period stipulated in the Contract.
6. If the Member does not notify the Company in writing at the latest two months before the end of the Contract's duration that he insists on its termination, the Contract will be automatically extended for an indefinite period. This provision applies only to memberships paid by monthly instalments.
7. If it is not stipulated otherwise in these Terms and Conditions or in the Contract, the duration of the Contract cannot be terminated before the lapse of the specific period for which it was arranged.
8. If the duration of the Contract is extended for an indefinite period in accordance with paragraph 6 above, either of the contracting parties is entitled as of that moment to terminate the Contract at any time by withdrawing from it with a two-month period of notice. The period of notice begins to run as of the first day of the calendar month following the calendar month in which notice was delivered to the other contracting party. The Member is obliged to continue paying the membership fee during the period of notice. Membership, as well as the rights and obligations connected with it, ends and the Contract terminates as of the last day of the period of notice.
9. The contracting parties hereby take cognisance of the fact that, if the membership fee or any of its instalments is not paid within 45 days of the due date, the Contract will be cancelled automatically with effect from that time onwards, and the contracting parties are not obliged to return anything that they received on the basis of the Contract during its duration, but without this affecting the Member's obligation to pay a conventional fine pursuant to paragraph 13 or 14 of this article and without it affecting any other monetary obligations towards the Company that have arisen on the basis of or in connection with these Terms and Conditions or the Contract.
10. The Member has the right to withdraw from the Contract in which long-term membership in the Club has been arranged within seven days of the date on which it was signed, even without stating a reason, and this takes effect as of the day on which a written withdrawal from the Contract is delivered to the Company's address. In the event that a Member withdraws from the Contract on the basis of this article, he is obliged to pay the Company a cancellation fee. The company is entitled to set off payments already received from the Member for the settlement of this fee whilst returning any surplus to the Member. The level of the cancellation fee is to be set in an amount equal to the sum total of the registration fee and the proportional part of the membership fee allotted for the period of one month of the relevant membership.
11. The Company reserves the right to withdraw from the Contract with immediate effect and to thereby cancel the membership of the relevant Member in the event that this Member has repeatedly or fundamentally breached the Contract or these Terms and Conditions or the Club's Operating Regulations or if the Member has repeatedly failed to heed instructions from Company management or Company employees responsible for running the Club and for its safety.
12. A Member is entitled to withdraw from the Contract with immediate effect in the event that the Company repeatedly breaches the Contract or these Terms and Conditions in a gross manner.
13. If the duration of the Contract is terminated before the lapse of the specific period for which it was arranged because of reasons attributable to the Member, particularly in accordance with clause 9 or 11 above, the Company is entitled to demand that the Member pay a conventional fine in an amount corresponding to the multiple of the number of months remaining until the lapse of the specific period agreed in the Contract and the membership fee for trial membership according to the Pricelist in effect at the time of the Contract's termination. A preferential rate of membership fee that is applicable for the relevant Member pursuant to the Contract will not be taken into consideration. The right to compensation for damage is not affected by this. The Company is entitled to set off payments already received from the Member for the settlement of a conventional fine whilst returning any surplus to the Member. The registration fee is not returned in a case such as this.
14. Should the Contract be terminated after it has been extended for an indefinite period because of reasons attributable to the Member, particularly in accordance with clause 9 or 11 above, the Company is entitled to demand that the Member pay a conventional fine in an amount corresponding to two months of the relevant membership. The right to compensation for damage is not affected by this. The Company is entitled to set off payments already received from the Member for the settlement of a conventional fine whilst returning any surplus to the Member. The registration fee is not returned in a case such as this.
15. At the request of a Member who is in at least the second consecutive year of a long-term membership, the Company may suspend the membership for a maximum continuous period of one month in the course of one membership period. Membership fees continue to be payable according to the original Contract. For the duration of the suspension of the Membership, the Member is not authorised to use the Club's facilities or services. The duration of the membership (Contract) is automatically extended by the period for which membership is suspended. The proportional part of the already paid membership that is allotted for the period of the suspension is set off against the extended period of the membership's duration.

ARTICLE II. – TYPES OF MEMBERSHIP – Details of the individual types of membership are available on the Club's premises as well as from the Company upon request. Not all types of membership are available in all Clubs.

Long-term membership

- a. Individual membership. Individual membership is understood to be the registration of one natural person.
- b. Family membership. It is possible to take out family membership for family members with the registration of two or more persons.
- c. Off-Peak membership. Off-peak membership entitles the Member to be admitted to the Club without restriction on weekends and between 9am and 4pm from Monday to Friday.
- d. Corporate membership. Corporate membership is taken out by a legal entity – or a natural person conducting business – for third parties who are in a special relationship, such as an employment relationship, with the entity or person.
- e. Multi-club membership. Multi-club membership offers members the option of visiting selected Holmes Place clubs in the Czech Republic.
- f. Club Link membership. Club Link membership offers members the option of also visiting Holmes Place clubs abroad within the framework of international cooperation.
- g. PT membership, which includes five personal training sessions per month.

For the purposes of this Contract, Family membership, Off-Peak membership, Corporate membership, and Club Link membership are also defined as "Preferential Memberships".

Short-term membership

- a. Seasonal membership. Seasonal membership can be taken out by an individual for a maximum period of six months.
- b. Trial membership. Trial membership can be taken out by an individual for a maximum period of one month.
- c. Other short-term memberships. The terms and conditions of other short-term memberships are specified separately depending on special Company offers. Information is available at the Club upon request.
- d. Card for 24 visits. This membership consists of 24 prepaid single visits, which are valid for six months after purchase.

Prepaid card

Prepaid card membership offers members the option of paying per visit to use the Club.

ARTICLE III. – MEMBERSHIP CARD

1. After the payment of the registration fee and the membership fee (or its first instalment), or the first deposit on a prepaid card, the member will be issued with a membership card. A membership card is used to evidence membership in the Club and it entitles the Member to use services in the Club.
2. A membership card is personal and non-transferable. It is forbidden to lend it to another person. A Member is obliged to report the loss of a membership card immediately. The Member will be required to pay a fee of CZK 250 for a replacement card.
3. Upon each visit to the Club, the Member is obliged to prove his identity with the membership card. In the event of doubt about a client's identity, the client is obliged at the request of Company employees to prove his identity using a valid official ID card with a photograph.
4. Should a Member fail to prove his identity with a membership card or if he fails to prove his identity on request, the Member has no right to the provision of Club services and the Company is entitled to deny the Member entry to the Club.

ARTICLE IV. – FEES

1. Upon signing the Contract, a Club Member is obliged to pay the registration fee and the membership fee or its first instalment, and to subsequently pay regular instalments in the amount agreed in the Contract or in accordance with the Company pricelist (the "Pricelist"). The membership fee can only be paid in instalments if this was agreed by the parties in the Contract.
2. The fact that a Member does not use the Club's services does not relieve him of the obligation to pay membership fees. Apart from the exceptions stipulated in these Terms and Conditions, the Company does not provide compensation for or return membership/registration fees or advance payments for services/merchandise that have been paid for within the duration of the membership.
3. The amount of the registration fee and membership fees is determined according to the agreed period and type of membership pursuant to the Pricelist, whose latest version is available on the Club's premises as well as from the Company upon request.
4. Unless agreed otherwise, the registration fee and membership fee (or its first instalment) are payable in cash upon conclusion of the Contract. If a member pays the membership fee in monthly instalments, the instalments are payable in advance at regular monthly intervals beginning 25 days after the contract has been signed, unless agreed otherwise.
5. In the case of renewed membership, the membership fee is payable at the latest on the 1st day of the new membership period.
6. A Member who pays Preferential Membership fees is obliged, as of the day on which he ceases to fulfil the conditions for the provision of Preferential Membership, to pay membership fees in the amount stipulated for regular individual membership according to the current Pricelist or to request that the duration of his membership be shortened to that which would be covered by paying the current regular membership fees for individual membership.
7. The Company reserves the right to unilaterally increase membership fees, particularly if there is an increase in VAT or year-on-year inflation in the period after the conclusion of the Contract.
8. In the event of a Member being in default with the payment of a membership fee (or instalment), the Member is obliged to pay the Company a conventional fine amounting to 0.05% of the amount owed for each day of delay until payment is made or until the date on which the Company's withdrawal from the Contract takes effect. The right to compensation for damage is not affected by this.
9. The Company is entitled to deny a Member entry to the Club in the event of a delay in the payment of fees or their instalments until the amount owed is paid, including a conventional fine pursuant to paragraph 8 above.

ARTICLE V. – PT MEMBERSHIP

1. Apart from services ensuing from individual membership, PT membership includes five personal training sessions per month conducted exclusively by a personal trainer from Holmes Place Czech Republic (the "Personal Trainer").
2. The agreed period of validity for PT membership must be at least six months. The agreed period cannot be reduced, and the PT membership cannot be changed to another type of membership during the course of the agreed period.
3. Personal training sessions are counted as of the day membership commences, not according to the calendar month and they must be utilised in the relevant month of membership. Unused training sessions will be forfeited without any entitlement to compensation.
4. Once per year, a member may demand the transfer of five consecutive personal training sessions to the following month.
5. In the event that a member cancels a booked training session less than 24 hours in advance, he will forfeit that personal training session without any right to a replacement session.
6. The member is responsible for booking and utilising personal training sessions.
7. In the event that the Personal Trainer does not show up for a pre-booked personal training session, the member will be entitled to a replacement personal training session on another date.

ARTICLE VI. – PREPAID CARD MEMBERSHIP

1. Prepaid card membership requires the Member to buy one entry per month at a discounted price according to the current Pricelist, which is available on the Club's premises. Further entries are charged at regular prices according to the current Pricelist. If the Member has not visited the Club within any calendar month, the amount of the discounted price will be automatically deducted from the Member's card.
2. The initial deposit on the card must be at least CZK 1000; subsequent deposits must be at least CZK 500.
3. A Member holding an active card is not entitled to ask that credit be returned to him. He may however request that credit be transferred to another prepaid card Member for a fee of CZK 250.
4. If a Member does not use his prepaid card for a period longer than 6 months, the Company will deactivate the card. In which case the Member has 30 days within which to request repayment of credit left on the card in excess of the deactivation fee of CZK 3000. Once a card has been deactivated, the Member no longer has any right to use the Club.

ARTICLE VII. – PARTIES' LIABILITY

1. The Company is liable for damage in the event of danger to life, bodily injury or damage to health if this occurred deliberately or as a consequence of wilful or unintentional negligence. In other cases, the Company is only liable for damage or injury in the event of serious or deliberate misconduct on the part of its representatives or other delegated persons.
2. A Member is personally liable for the secure locking of his lockers. Money and other valuables cannot be left in lockers and must be deposited at reception or placed in the secure lockers at reception. The Company is not liable for money or other items that have been stolen from lockers.

ARTICLE VIII. – FINAL PROVISIONS

1. A Member is obliged to notify the Company of any change in the personal data given in the Contract and to do so without undue delay after the change occurs.
2. The Company is to send all documents to the Member to the address given in the Contract or to the last address stated by him. In the event of any doubt, it is assumed that a document has been delivered no later than the fifth working day after it has been submitted for postal delivery via the holder of a postal licence.
3. The Company is authorised to unilaterally amend or supplement these Terms and Conditions at any time. Amended or supplemented Terms and Conditions take effect as of the first day of the calendar month following their publication on the Club premises. The current version of the Terms and Conditions is always available on the Club premises as well as from the Company on request.
4. The Company will also publish other important information in an identical manner, particularly changes to the Pricelist and the Club's Operating Regulations. As regards changes taking effect, that which was stipulated above in paragraph 3 of this article applies.
5. In the event of amendments (supplementations) to the Terms and Conditions with new obligations for the Member which did not exist at the time when the Contract was signed, the Member is entitled to withdraw from the Contract no later than within seven days of the day on which the amendments take effect. In such an event, membership as well as the rights and obligations connected with it and the Contract will expire (i) as of the last day of the month following the delivery of notice to the other party or (ii) as of the last day of the month for which the Member has paid membership fees, whichever of these comes later. During the transition period from the serving of notice to the expiry of membership, the Member's rights and obligations are governed by the last version of the Terms and Conditions accepted by the Member. If notice is not served within the stipulated deadline, the Member's right to serve notice expires for this reason. The provisions of this paragraph do not apply to a change implemented by the Company in accordance with article IV, paragraph 7 of these Terms and Conditions.
6. In signing the Contract, the Member declares that he consents to the Company's processing of the personal data given in the Contract for the purposes of the Member's records and sending communications concerning the Club's activity in the form of SMS messages, email or post. In the event that the Member does not consent to the sending of communications or if he prefers only a specific form of these communications, he is entitled at any time to preclude or limit these communications in the form of a written request sent to the Company. The Member is entitled to exclude or limit the sending of communication as early as when the Contract is being signed.
7. The relevant clubs of the Company are the place for the fulfilment of the parties' obligations.
8. Any possible invalidity of some of the provisions of these Terms and Conditions does not affect the validity and effectiveness of the remaining provisions.
9. The contracting parties' mutual rights and obligations in matters not expressly regulated by these Terms and Conditions are governed appropriately by the rule of law of the Czech Republic. These terms and conditions are valid and effective as of 1 April 2010.

PERSONAL DATA

Surname: Name: Date of birth: / /
Address according to ID document: ID type/number:
Contact address:
Mobile phone: Telephone: E-mail:
Bank details: account number:
(the "Applicant" or "Member")

Article IX. – Protection of Personal Data

1. The company keeps up-to-date records of its Members which contain personal data. In signing the Contract, the Member expressly consents to the Company's processing of his personal data given in the Contract and agrees that the Company is authorised to collate, process, and use this data in accordance with the rule of law of the Czech Republic and these general terms and conditions for the purposes of providing Company services, billing for services, offering services, marketing and commercial purposes and executing transactions connected with the activities mentioned above within the extent necessary for the fulfillment of the aforementioned objectives. The Member consents to the fact that his personal information may be processed by workers or representatives of the administrator and that it may be made accessible to other workers or representatives of the administrator. The Member is granting this consent for an indefinite period or until this consent is withdrawn in writing or until the termination of the Company's activity. The Member takes cognisance of the fact that his consent may be withdrawn in writing at any time.

2. The Member is entitled to withdraw his consent to the processing of personal data at any time by way of an explicit, comprehensible and definite expression of will.

Article X. – Sending Business Communications

1. The Member hereby declares that he is a client of the Company and, in accordance with Act no. 480/2004 of the Collection of Laws, on certain information society services and on the amendment of certain acts (the Act on certain information society services), as amended, he hereby voluntarily gives the Company his consent for it to send him all forms of communication in the future using his postal address, email address, telephone number or another similar means which are intended to directly or indirectly support the merchandise or services or image of the Company's business and advertising (business communications).

2. The Member is aware of the fact that, at any time, he has the clear and distinct option of refusing in a simple manner (free-of-charge or on the Company's account) to consent to such usage of his electronic contact data and that he can do so when each individual message is sent, either by sending information that he does not want to continue to be sent business communications to the valid address of the sender of the business communications, on whose behalf the communication is being implemented, or by sending this information by post to the address of the Company's registered office.

EMPLOYMENT DATA (TO BE FILLED OUT IN THE CASE OF CORPORATE MEMBERSHIP)

Employer and employer's address:
Telephone: ID no.:

In signing this contract form, the parties are concluding a contract on the provision of services in the Holmes Place sports club (the "Club") which are provided by the Company to the Member. The General Contractual Terms and Conditions of membership in Holmes Place Health Clubs (the "Terms and Conditions") comprise an integral part of this contract. In signing this contract, the applicant confirms that he has been acquainted with the content of the Terms and Conditions, that he understands them and undertakes to abide by them.

In signing this contract, the applicant further undertakes to observe the Club's Operating Regulations and he takes cognisance of the fact that breaching these may be considered a serious breach of contractual obligations.

Membership data

Validity: 24 months 12 months 6 months other

Club: Anděl Smíchov Karlín Černý Most

Type of membership: Individual Lifestyle Family Off peak Based on corporate agreement

Multi-club Clublink PT Membership Seasonal 24 Entries Trial Prepaid Card Other

Membership commences as of : / /

Registration fee: CZK Annual membership fee/Deposit: CZK

Amount of the membership fee upon paying the entire sum while signing : CZK

Amount of monthly installment: CZK Form of monthly installment: Standing order Credit card

Due date: 1st installment upon signing the contract and subsequent installments are always due as of the day of the calendar month
 at once upon signing contract

Form of payment: card payment payment in cash

If the duration of the contract is extended for an indefinite period in accordance with article I, paragraph 6 of the Terms and Conditions, the annual membership fee will be paid in each subsequent year in the amount specified by the valid Pricelist, and this shall be due once a year in advance when paid in full or a month in advance in regular monthly installments. The applicant declares that he is in good physical condition and that he is not suffering from any health problems that could be an impediment to using the Club's services. He further undertakes to take care to ensure that active or passive training does not endanger his health or his mental or physical condition. All data stated in this form will be used exclusively for the company's internal purposes. This contract has been made out in two counterparts, of which each of the contracting parties receives one.

In on

Applicant's signature Signature (on behalf of the company)

DATA FOR NON - CASH PAYMENTS:

Account name: Holmes Place Czech Republic s.r.o. Receipt number:
Variable symbol: Card number:
Constant symbol: 0308 Filled out by:
Account number: 3005712/0800

ONLY FOR INTERNAL PURPOSES