



# BASIC-FIT TERMS AND CONDITIONS

Version 29 December 2022

**BASIC-FIT**

## INTRODUCTION

Please read carefully these general terms and conditions (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 Madrid, calle Condesa de Venadito, 1, 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 to the present 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 December 29<sup>th</sup>, 2022 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 receive them at the front desk at any Club.

**1-year Period:** 13 4-Week Periods.

**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 its fitness-related activities. This may also be your Home Club.

**Contract:** the Contract that is concluded between Basic-Fit and the Member when they subscribe for a membership. These Terms and Conditions and the House Rules are also part of your Contract, as do the specific conditions that may apply 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. If there is any promotion applicable at that moment, the start of the minimum permanence period will be postponed according to the promotion and the beginning of the payment of the fees will be postponed as well.

In case of enjoying any promotion in which a free training period is offered, the Effective Date will be at the moment of the Subscription but the permanence period will come into effect after the free weeks of promotion. For example, if the promotion is: "2 weeks for free" 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 permanence 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 of a new Club and the opening day included. New members are considered those who do not have an ongoing subscription with Basic-Fit. Founding Members will benefit from a Basic Plan fee for 14,99 € for the rest of their lives or 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.

**Friend:** if you have a Premium membership, you can bring a Friend. This Friend must register in order to obtain access to the Club, as outlined in art. 6b and be, at least, 16 years old.

**Home Club:** the Club in which you are authorised to exercise and that is indicated in your Contract as your "base" Club. This is the Club closest to your home, or another Club if you yourself have indicated as such when subscribing. With a Basic membership, you only use this Club. With a Premium membership, you can use any of our Clubs, but we still appoint one Club as your Home Club. If you have a Basic membership, you can change your Home Club a maximum of twice a month.

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

**Massage chairs:** Basic-Fit has massage chairs in some of its clubs which offer different massage programs. Only Premium Members can freely use the massage chairs available in the Clubs

**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.

**Pass:** your membership card which you must have to access into one of our Clubs. It costs 20 euros.

**QR Code:** This is the QR code that you must have to access our Clubs. There is also the possibility of accessing with a card but the cost of it is 20 euros.

**Self-service hub:** 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.

**Welcome Offer:** if you sign a Contract with a one-year payment commitment we will give you a free sports bag. This Welcome Offer does not apply if you opt for the flexible plan and does not constitute a promotion.

## **ARTICLE 2: BECOMING A MEMBER**

- a. You can subscribe as Member in any of the following ways (the "**Subscription**"):
  1. On the website by filling out the [online membership application](#) form; or
  2. At the Club directly by filling out the membership application form on one of our Self-service hubs. In case of technical problems or preference, you can also fill out a paper form at one of our Clubs.
- b. If you subscribe online or over the phone, you have the right to cancel your Contract, without giving any reason, within 14 days from the date on which you subscribe. You can exercise this right using any of the methods outlined in article 9c. This possibility to exercise your right of cancellation does not apply if you subscribe at one of our Clubs. If you decide to exercise your right of cancellation 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 may reserve 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 before the opening of a new Club and the opening day included, you will be considered a Founding Member. This means that if you subscribe to the Basic Plan, your fee will be 14,99 € per 4 weeks 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. The

price can be revised annually according to article 5.h. This condition is only for the Basic Plan, 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.

### ARTICLE 3: MEMBERSHIP, MANDATORY TERM AND DAY PASS

- 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. All membership types include unlimited access to your Home Club during your Home Club's opening hours and to the virtual group classes and LiveGX offered at your Club. With a Premium membership you also have access to all Clubs. With the Basic Plan you will only have access to your Home Club.
- b. At the moment of the Subscription, you will be able to choose which type of plan you want for your Contract.
- c. You can subscribe to all our plans with the following permanence:
  1. With a minimum term of one year 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, 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 permanence 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. With the Premium plan you will receive access to the Basic-Fit app and will also be able to freely use the Massage Chairs.
- e. With our Premium plan you will be able to come and train with a Friend.
- f. 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. The Welcome Offer does not apply to the purchase of a Day Pass.
- g. If you decide to change your plan online during the term of your Contract, you have the right to cancel it, without giving any reason, within 14 days from the date you have changed it, as detailed in article 2.b. Therefore, the change of plan will be cancelled and you will return to your initial plan until the end of your initial Contract (including its term and renewals, if any).

### 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. 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 at least a 4-Week-Period's notice (see art. 9b). 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 have the Basic-Fit "LIVE group classes with instructor" Extra, you can participate in such classes during the opening hours of the Clubs where these classes are offered.
- e. 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.
- f. 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.

#### **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. 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.
- c. 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.
- d. 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.
- e. If you choose a Contract with payment every 4 weeks, the first payment of the first quota 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.
- f. If you fail to respect your payment obligations, your Pass will be blocked until you comply with said payment obligations.
- g. 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.
- h. 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. This will also apply to the Basic Plan of Founding Members.

- i. 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. 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.
- b. Your Contract cannot be transferred to a third party. For Premium memberships you may bring a Friend with you to the Club. Only two individuals (out of you and a Friend) may attend the Club at the same time. 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, with the exception of LIVE group classes with instructor if you have selected these as an Extra.

- c. As a Member, you are responsible for the way in which your Membership and Pass are used. You must therefore ensure that your Friends respect and comply with These terms and Conditions and the Basic-Fit [House Rules](#).
- d. If you lose your Pass or if it is stolen, you can get a QR Code or purchase a new Pass at the Self-service hub at your Club. Purchasing a new Pass will result in your old Pass being automatically blocked. The cost of a new Pass is € 20.00. Payment must be made, after which the new Pass will be activated. In the meantime, you are still required to pay your membership fee.

#### **ARTICLE 7: OPENING HOURS**

- 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 or your Club of choice, 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.. At that time, supervision will not be carried out by a person who is physically present at the Club, but by means of intelligent surveillance and monitoring cameras. For security reasons, Basic-Fit has decided to implement an innovative system of audio and video surveillance equipment in these Clubs. It is necessary

to be over 18 years old to use the Club when there is no staff. From Basic-Fit we ask that minors do not access the Clubs when there is no staff and that their relatives collaborate with this control.

## **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 (see art. 9b). In that case, we will ask for proof of your new address by providing a copy of the registration with the municipality. 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 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 (see art. 9b).
- 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. If you only want to subscribe for one 4-Week Period, notice should be given at the moment of Subscription.
- c.** You may terminate your Contract in several ways. You can do so at one of our Self-service hubs at any of our Clubs (remember to print yourself a copy of your proof of termination) or via My Basic-Fit (by going to the website or the Basic-Fit app).
- 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, Basic-Fit may exercise its right to refuse you access and terminate your Contract (with immediate effect), with a refund of excess paid amounts. 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. If you are found to be breaching this regulation, we have the right to terminate your Contract, 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 € 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, which you are welcome to use, 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.

#### **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 in, misinterpretation in, omission in, conflict with, variation or supplemental to the original meaning of the Terms and Conditions, the original [Spanish Terms and Conditions](#) prevails.
- c.** Any disputes arising in relation to the Contract between the Member and Basic-Fit shall be submitted to the competent courts in Spain.
- d.** In accordance with Article 14.1 of Regulation 524/2013 on online dispute resolution for consumer disputes, we inform you of the existence of an online dispute resolution platform provided by the European Commission, as well as the possibility of submitting your claim to through it by accessing the following link:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

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