

Article 1: Definitions

These general terms and conditions mean: The 'Caesar Fitness + Spa Resort' concept that is offered to the member/participant as well as the various activities offered under the name 'Caesar Fitness + Spa Resort', as well as the organizer of this movement concept being Cleopatra's Mauritskade BV trading under the name of Caesar Fitness + Spa Resort located in The Hague (Chamber of Commerce of The Hague under number: 27163898).
Establishment: the physical location of Caesar Fitness + Spa Resort
Manager: the person who takes care of the management of Caesar Fitness + Spa Resort.
Member/participant: this is the named person or – in case of company fitness – the legal representative – of 16 years or older that participates in the Caesar Fitness + Spa Resort concept.

Article 2: Registration and access

- 2.1 To register for Caesar Fitness + Spa Resort:
 - a. The registration form, which is also the membership agreement, must be completed and signed at the reception desk of the relevant Caesar Fitness + Spa Resort, or
 - b. In the case of a company fitness plan, as agreed with the employer.The member/participant has the right to inform Caesar Fitness + Spa Resort that he/she will decline membership, without payment of a penalty and statement of reasons, within 7 days from the day of registration.
- 2.2 The payment obligation and the direct debit start at the moment that Caesar Fitness + Spa Resort receive the notification.
- 2.3 The registration fee of €150.00 is due upon registration.
- 2.4 The administration costs are due upon registration.
- 2.5 Caesar Fitness + Spa Resort reserves the right to offer discounted promotions. The registration fee is the guiding principle here.
- 2.6 Caesar Fitness + Spa Resort is entitled to use the data provided for communication with members, with due consideration of the AVG (General Data Protection Regulation).
- 2.7 When the maximum number of members has been reached, a prospective member is placed on a waiting list and will be notified by Caesar Fitness + Spa Resort as soon as a vacancy is available
- 2.8. Upon presentation of a valid Caesar Fitness + Spa Resort entrance band, you will have access to the Caesar Fitness + Spa Resort establishment.
- 2.9. If you forget your entrance band, it is possible to borrow one for a returnable deposit of €10.00 when the borrowed entrance band is returned.
- 2.10 The member/participant is entitled to use the facilities of Caesar Fitness + Spa resort during opening hours with a valid Caesar Fitness + Spa resort entrance band.
- 2.11 Children aged 16 and 17 must submit a written permission from their parent/guardian/caretaker along with a copy of the identification of their parent/guardian/caretaker.

Article 3: The Caesar Fitness + Spa Resort entrance band

- 3.1 A member/participant receives a Caesar Fitness + Spa Resort Entrance band upon registration, which gives access to the facilities and activities of Caesar Fitness + Spa Resort.
- 3.2 The Caesar Fitness + Spa Resort entrance band remains the property of Caesar Fitness + Spa Resort.
- 3.3 The member participant remains at all times liable for the use and/or abuse of the Caesar Fitness + Spa Resort entrance band.
- 3.4 In case of loss, theft or in the event of the Caesar Fitness + Spa Resort entrance band has gone missing in another way, the payment obligations remain in full force. A member/participant must report the aforementioned at the reception of Caesar Fitness + Spa Resort after which the entrance band is blocked for access. A replacement entrance band can be obtained at the reception of Caesar Fitness + Spa Resort for a fee of €10.–

Article 4: Opening hours

- 4.1 Caesar Fitness + Spa Resort reserves the right to change the opening hours.
- 4.2 On official and recognised holidays the Caesar Fitness + Spa Resort establishment is entitled to be closed or to announce other opening hours.
- 4.3 Caesar Fitness + Spa Resort is entitled to close parts of the establishment and/or to close the location for repair and maintenance work. In such a case a member/participant is not entitled to a refund of membership fees.

Article 5 Membership, term and payment

- 5.1 A membership agreement at the Caesar Fitness + Spa Resort is entered into for the agreed contract duration from the commencement date. After the agreed contract term, the membership agreement will continue in a flexible manner until notice of termination with due observance of Article 7 unless otherwise agreed. The commencement date of the membership agreement is determined by the commencement date of the membership agreement that the member/participant fills in on the registration form. The first 4-week period will start from this effective date. A member/participant owes the membership fee in advance over the entire membership period. If a member/participant opts for payment by direct debit, the membership fee will be collected per period via a direct debit, approved by the member/participant.
- 5.2 You can inquire about our rates at the reception of the establishment concerned.
- 5.3 Membership fee is due in advance and due and payable.
- 5.4 Payment by direct debit is made per period.
- 5.5 In the event of late receipt of the membership fee due, for example as a result of insufficient balance or reversal for whatever reason, the direct debit will be executed again. If the membership fee due has not yet been paid after the second collection, €9 will be charged for cancellation costs. A member/participant gets the opportunity for two weeks to pay the membership fee due. If the member/participant gets the opportunity for two weeks to pay the membership fee due, for example as a result of insufficient balance or reversal for whatever reason, the direct debit will be executed again. If the membership fee due after the 2nd collection has not yet been paid, €9 will be charged. A member/participant gets the opportunity to pay the membership fee due. If the member/participant fails after this period of two weeks, the claim will be handed over for collection. All costs incurred for this are for the account of the member/participant.
- 5.6 The Caesar Fitness + Spa Resort entrance band will be blocked as long as the payment obligation has not been met. A member/participant may be refused access to the Caesar Fitness + Spa Resort establishment. Caesar Fitness + Spa Resort is entitled to terminate the relationship with a member/participant in the event of late payment without the payment obligation being cancelled.
- 5.7 If a member/participant does not use the right to unlimited access, no refund of the membership fee will take place.
- 5.8 Suspension of membership.
 - 5.8.1 If a member/participant is abroad for 28 days or longer, the membership may be suspended on presentation of a supporting document. Administration costs of €1 must be paid for this suspension. In case of a suspension, the end date of the term of the membership will be extended by the duration of the suspension. Suspension is only possible if a member/participant has made this known to the reception desk by means of a suspension form with a fixed end date of the suspension. After this end date, the membership will automatically be activated and completed.

- 5.8.2 If a member/participant is pregnant or has medical reasons that prevent the member/participant from temporarily using his/her membership, the membership may be suspended temporarily. The suspension is only possible if this is reported in advance at the reception using a suspension form and on presentation of a supporting document. The suspension then has a fixed end date. The membership will automatically be activated and continued after this date.
- 5.9 Caesar Fitness + Spa Resort reserves the right to change rates in the meantime.
- 5.10 Caesar Fitness + Spa Resort reserves the right to index rates annually.

Article 6 Risk and liability

- 6.1 The use of all facilities at Caesar Fitness + Spa Resort is at the sole risk of the member/participant.
- 6.2 Both Caesar Fitness + Spa Resort and its employees do not accept any liability for material or immaterial damage as a result of accident or injury of the member/participant and/or third parties arising in any way whatsoever.
- 6.3 Caesar Fitness + Spa Resort and its employees do not accept any liability for damage, loss or theft of property of a member/participant and/or third parties.
- 6.4 A member/participant is liable for damage caused to the property of Caesar Fitness + Spa Resort if this damage is due to negligence and/or fault of a member/participant.

Article 7 Termination

- 7.1 A member/participant can terminate his membership through filling in and undersigning the cancellation form at the reception or by e-mail to info@caesar-den Haag.nl.
- 7.2 The notice period is one period of four weeks, calculated from the date on which the current period expires, taking into account the duration of the membership (see Article 5, Membership, term and payment).
- 7.3 The Caesar Fitness + Spa Resort entrance band must be returned to Caesar Fitness + Spa Resort after the membership expires. This must be done within one month after the membership ends. In case of default to this, a member/participant hereby grants a one-off authorisation for a collection of €10.00 of the member/participant's account.
- 7.4 In case of serious or repeated violation of the house rules or other proven unacceptable behaviour, Caesar Fitness + Spa Resort reserves the right to reclaim the entrance band and to terminate the membership without refund of any payment and without the payment obligation for the further contract duration.
- 7.5 If a member/participant moves outside a radius of 10 kilometres from the Caesar Fitness + Spa Resort establishment, the membership may be terminated within the term on presentation of a supporting document. The notice period of one period will be taken into account, starting from the date on which the current period expires.

Article 8 – Cancellations in general

- 8.1 When a member/participant cancels a reservation, the member/participant irrevocably offers to pay the amounts stipulated in Article 9. Every cancellation is deemed to contain such an offer. Cancellation must be made in writing and must be dated. A member/participant does not derive any rights from an oral cancellation.
- 8.2 In case a member/participant does not appear at all at the reserved time, the member/participant is obliged to pay the reservation value of the agreed service in all cases.
- 8.3 Amounts already owed by Caesar Fitness + Spa Resort to third parties as a result of cancellation by a member/participant must be fully reimbursed at all times by the member/participant to Caesar Fitness + Spa Resort, provided Caesar Fitness + Spa Resort did not act unreasonably by entering into the relevant obligations.

Article 9 – Cancellation of services

- 9.1 Cancellation of day arrangements and treatments.
 - a. In case of a cancellation of 24 hours or less before the commencement date of the service reserved by the member/participant, the member/participant must pay 100% of the reservation value to Caesar Fitness + Spa Resort.
 - b. In case of cancellation between 24-48 hours before the commencement date of the service reserved by the member/participant, the member/participant must pay 50% of the reservation value to Caesar Fitness + Spa Resort.
 - c. If the cancellation is made more than 48 hours before the effective date of the reserved service, a member/participant is not obliged to pay any amount to Caesar Fitness + Spa Report.
- 9.2 Cancellations by Caesar Fitness + Spa Resort
Caesar Fitness + Spa Resort is entitled to cancel the wellness and/or beauty and/or health and/or hospitality contract for valid reasons without being obliged to reimburse any expenses.

Article 10 – Deposit and interim payment

- 10.1 Caesar Fitness + Spa Resort can demand that a member/participant at any time deposits or have deposited under Caesar Fitness + Spa Resort a deposit up to a maximum of the reservation value minus any interim payments already made. The deposits received are properly administered and only serve as security for Caesar Fitness + Spa Resort and do not explicitly apply as turnover already realised.
- 10.2 In the meantime, Caesar Fitness + Spa Resort may demand interim payment of service(s) already provided.
- 10.3 Caesar Fitness + Spa Resort can rely on the amounts deposited pursuant to the previous provisions with regard to everything a member/participant owes to him for whatever reason. The surplus must be repaid immediately by the member/participant of Caesar Fitness + Spa Resort.

Article 11 House rules

- 11.1 A member/participant is deemed to be aware of the house rules and the general conditions of Caesar Fitness + Spa Resort and to act accordingly.
- 11.2 In case of questions relating to Caesar Fitness + Spa Resort, a member/participant must first personally speak to an employee of Caesar Fitness + Spa Resort and, then if necessary write to Caesar Fitness + Spa Resort.
- 11.3 The general conditions and house rules of Caesar Fitness + Spa Resort can be found on the website www.caesar-den Haag.nl and can be downloaded for free.

Article 12 General conditions, applicable law and choice of forum.

- 12.1 On these conditions and all agreements entered into by or with Caesar Fitness + Spa Resort, only Dutch law applies.
- 12.2 All disputes that may arise as a result of the agreement between the member/participant and the Caesar Fitness + Spa Resort location mentioned in the agreement, will be settled by the competent court in The Hague.
- 12.3 By registering, the member/participant declares to know and accept the general terms and conditions and the house rules of Caesar Fitness + Spa Resort, so that these general terms and conditions form a whole with the registration form as referred to in Article 2 of these general terms and conditions and therefore together form the contract.
- 12.4 Caesar Fitness + Spa Resort is entitled to change the house rules and the general terms and conditions. Changed house rules apply immediately for everyone, changed terms and conditions apply for new members and for members whose membership is extended on the basis of Article 5.1 of these general terms and conditions.