

# Gym & Wellness Terms and Conditions

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## 1. Scope and enforceability

These general terms and conditions govern the contractual relationship between MIX GYM SRL (BCE: 0769 967 291), hereinafter referred to as "Mix," and its clients, hereinafter collectively referred to as "Clients" and individually as the "Client."

## 2. Membership

Any Client wishing to subscribe to Mix must pay a joining fee. The joining fee is displayed on Mix's website (<https://Mix.brussels/gym-wellness/>) and is non-refundable. If a subscription is canceled (see Article 6), re-enrollment is subject to new joining fees.

## 3. Subscriptions

The different types of available subscriptions and their prices are displayed on Mix's website (<https://Mix.brussels/gym-wellness/>). Subscriptions are personal and non-transferable. They can be purchased online or in person.

It is strictly prohibited to lend one's membership card to a third party. If a Client allows a third party to use their membership card, their access will be blocked until a penalty fee of 60 euros is paid.

Subscriptions are activated on the first use and must be used within one month of purchase. Mix reserves the right to adjust the activation date if it does not comply with these conditions.

### Early Bird Subscriptions

Clients who benefited from a preferential "early bird" rate must activate their subscription within the month following Mix's official opening date. The early bird rate is only valid for the first year following Mix's opening. Upon renewal, the applicable rate will be the one in effect at the time of renewal. Subscription price changes will be communicated to the Client.

### Young Subscriptions

The Health Young subscription is reserved for Clients under 30 years old. Upon reaching this age, the Client will receive an email notification informing them that their subscription will automatically convert to a Health subscription. For annual plans, the rate will be adjusted proportionally for the remaining months, and the balance must be paid upon receipt.

### **Annual Subscriptions Paid in Advance**

For private individuals, the full annual amount must be paid upfront (at the reception desk or online). For business clients, an invoice can be issued, and payment can be made at the reception, online, or via bank transfer within 14 days of receiving the invoice. The subscription is activated on the first day of use for a duration of 12 consecutive months.

### **Monthly Paid Subscriptions**

To benefit from this subscription, the Client agrees to a direct debit (SDD) from their bank account on a monthly basis. At the time of purchase, the Client must immediately pay a pro-rata amount for the remaining days of the current month along with the joining fee. The direct debit will then be executed every month during the first week. The subscription is activated on the first day of use and renews automatically until terminated in accordance with Article 6.

If Mix is informed by the bank of a failed payment from the Client's account, Mix will attempt to collect the payment again. If the debit remains unsuccessful after the 15th of the month, the Client's access will be blocked until payment is made at the reception desk.

If the payment fails again, Mix may, at its discretion, continue collection efforts via direct debit for up to three months or recover the owed amount via the Client's credit card or a debt collection agency after a reminder notice.

Mix reserves the right to charge a fee of €20.00 for each unsuccessful payment (e.g., a SEPA payment rejected due to insufficient funds).

If the Client fails to respond to the reminder within 14 days, a formal notice will be sent by a lawyer. If no response is received within another 14 days, Mix may terminate the contract unilaterally and exclude the Client indefinitely.

This termination does not affect Mix's right to recover outstanding amounts through amicable or judicial means.

In case of non-payment within the stipulated period, the total amount due to Mix will become immediately payable without prior notice. This amount will automatically accrue a monthly interest of 1%.

If payment is not made on time, Mix reserves the right to deny access to its facilities without terminating the membership agreement. Stopping a direct debit does not equate to providing notice for terminating a membership.

## **4. Withdrawal**

Subscription purchases are final and non-refundable. However, Clients who purchased a subscription online have the right to withdraw, without reason, within 14 days from the date of purchase. To exercise this right, the Client must notify Mix's management in writing via email ([members@Mix.brussels](mailto:members@Mix.brussels)).

If the Client exercises the right of withdrawal, Mix's management will refund the amount paid. The Client loses this right if the service has already been provided.

## **5. Suspension of subscription**

Subscriptions can only be suspended in exceptional circumstances. If a Client has a long-term health issue (lasting more than one month) preventing them from using Mix's facilities, they may request a suspension by emailing Mix's management at [members@mix.brussels](mailto:members@mix.brussels), attaching a medical certificate.

If approved, the Client will be informed of the suspension start date and duration. Suspensions are not retroactive; only the current and future months can be suspended, provided the request is received within the certificate's validity period.

A suspension fee of €30 per month applies during the suspension period. Only full months can be suspended—no prorated suspension is granted. During this period, the Client will not have access to Mix's facilities. The suspension period can only be shortened with medical proof.

## **6. Subscription termination**

Clients may cancel their monthly subscription with three (3) months' notice by sending a request to Mix's management via email ([members@mix.brussels](mailto:members@mix.brussels)), including the reason for cancellation. The request date is the email's sending date. The notice period begins on the first day of the month following Mix's receipt of the termination request. Annual subscriptions paid in advance cannot be terminated early.

Mix reserves the right to terminate any Client's subscription with three (3) months' notice in cases of:

- Repeated violations of these terms or the internal regulations, not remedied within 7 days of written notice.
- Allowing another person to use their membership card and/or failure to pay the €60 penalty fee.
- Inappropriate, abusive, threatening, or violent behavior within Mix.
- Behavior disturbing the peaceful enjoyment of Mix's facilities by other members.

## **7. Loss of access Badge**

In case of loss of their membership card, the Client must contact the reception desk to obtain a new one. The replacement fee for the card, amounting to €5, is payable by the Client.

In case of forgetting the card, a note will be added to their profile, and a fee of €5 will be charged after three instances of forgetting.

## **8. Annual modifications**

The Client will be informed via email sent to the address provided during their membership registration regarding:

(a) Any changes to the General Terms and Conditions of Sale.

These changes will take effect on the date specified in the email.

Before these changes take effect, the Client has the right to terminate their subscription with a three-month notice period, starting the day after the notification is sent by Mix.

(b) Any changes in pricing (Subscription Fees and Membership Fees).

These changes will take effect on the date specified in the email.

Before the pricing changes take effect, the Client has the right to cancel their subscription within the month in which the notice is sent by Mix.

During the notice period:

- The facilities remain accessible.
- The Client is required to honor payments until the end of the notice period.
- The financial conditions of the subscription remain as they were before the announcement of the modifications.

## **9. Subscription changes during the year**

A Client wishing to switch from a monthly subscription to an annual subscription paid in advance must submit their request to Mix management via email ([members@mix.brussels](mailto:members@mix.brussels)).

A one-month notice period begins on the first day of the month following the receipt of the request by Mix. The new annual subscription will automatically take effect at the end of this notice period. Mix will then adjust the Client's bank debit according to the new subscription.

A Client who wishes to downgrade their subscription plan must submit their request to Mix management via email ([members@mix.brussels](mailto:members@mix.brussels)). A one-month notice period begins on the first day of the month following the month in which Mix received the downgrade request. The new subscription will automatically take effect at the end of the one-month notice period. Mix will adjust the Client's bank debit accordingly.

A Client who wishes to upgrade their subscription must submit their request to Mix management via email ([members@mix.brussels](mailto:members@mix.brussels)). The new subscription will automatically take effect on the first day of the month following the upgrade request.

Mix will adjust the bank debit amount in accordance with the Client's new subscription.

For any subscription change request, the Client's written confirmation via email will serve as approval of the new contract.

## **10. Internal Policies and Classes**

Booking and attending group classes is only available to members (Clients with a valid Gym & Wellness subscription).

Consult the internal policy and class booking rules [here](#).

## **11. Facilities**

Some Mix facilities may be temporarily unavailable due to repair, maintenance, or safety work.

Mix will make every effort to ensure that these works do not hinder Clients' use of the facilities, but in no case will Mix be held responsible for this unavailability, nor will it provide any financial compensation to Clients.

## **12. Age requirement**

To become a member, purchase a subscription, and use Mix's facilities, the Client must be over 18 years old. No exceptions will be granted.

An ID card will be required at the time of subscription to verify this criterion.

## **13. Gift Cards**

Gift cards can only be redeemed for classes, membership fees, subscriptions, products, or event participation.

Gift cards are valid for one year from the date of purchase. For massages and other treatments, gift cards are available online through the Uperform website.

## **14. Guests**

Some subscriptions allow Clients to bring a guest (over 18 years old). Any guest must be accompanied by a Client to access the club.

These Clients may also enjoy Mix's facilities, subject to the availability of Mix's infrastructures and their registration and acceptance of the Rules & Regulations (ROI). Mix reserves the right to refuse a guest.

## **15. Intellectual property**

Without prejudice to the terms of use of the website and the application, the Client acknowledges that Mix, or any company affiliated with Mix, remains the exclusive owner of all intellectual property rights concerning all elements of the website and the application, as well as the services (including sessions, workshops, and any other activity organized by Mix). Furthermore, Mix remains the sole owner of the name, brand, and logo used to sell products and provide services, whether online or offline.

## **16. Personal data**

Each Client ensures that the data provided upon registration and throughout their membership at Mix is accurate and complete.

Mix processes and stores the Client's personal data in accordance with the General Data Protection Regulation (EU Regulation 2016/679 of April 27, 2016), as further detailed in Mix's Privacy Policy ([link to Mix's privacy page]).

The Client may ask any questions regarding the processing of personal data by emailing [members@mix.brussels](mailto:members@mix.brussels).

The Client agrees to the use of photos taken within Mix's facilities in which they appear. However, the Client may request to be blurred from a published photo.

## **17. Invoices**

A Client wishing to receive a quarterly invoice in their company's name must complete the form with all company information. This form is available in the subscription confirmation email or at the reception desk.

Invoices are issued quarterly and sent via email to [invoice-gym@mix.brussels](mailto:invoice-gym@mix.brussels).

No retroactive invoices will be issued. Invoices must be requested within the first month following membership.

## **18. Force majeure**

Neither Mix nor the Client shall be liable for any delay or failure in fulfilling their obligations if caused by force majeure.

Force majeure shall be understood as generally accepted in Belgian case law, including but not limited to: total or partial strikes within or outside the company, lockouts, extreme weather conditions, epidemics, distribution or storage blockages for any reason, earthquakes, fires, storms, floods, water damage, freezing of IT or telecommunications systems, theft, pandemics, etc.

In case of temporary force majeure, the party invoking it must inform the other party and take all reasonable measures to overcome the situation. If access to Mix's facilities is temporarily impossible for reasons beyond Mix's control due to force majeure, online (Livestream) or outdoor classes may be offered as a substitute for traditional physical access. This shall not affect ongoing subscriptions and shall not be grounds for claims.

## **19. Liability waiver and release**

Mix is not responsible for damage or theft occurring inside or outside its facilities.

Mix shall not be held liable for any material, immaterial, or bodily damage caused by a third party. Members are responsible for obtaining their own insurance to cover injuries or damages sustained during sports activities.

Mix is not responsible for technical issues affecting the communication of information through its website or application. Mix is not liable to the Client for any modification, interruption, failure, or termination of its website or application. Mix is also not responsible for third-party websites referenced on its website or application.

The Client expressly waives the right for themselves, their heirs, successors, or legal representatives to take legal action or make claims against Mix or its members for any bodily injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.

The Client expressly declares that they do not suffer from any medical or physical condition (even minor) that would prevent them from properly using Mix's classes and facilities. Each person is responsible for their own behavior.

## **20. Invalidity and severability**

If Mix fails to enforce any provision of these general terms and conditions or enforces it partially, this shall not be interpreted as a waiver of its rights.

If any provision of these terms is found to be illegal, invalid, or unenforceable under applicable law, this shall not affect the validity of the remaining provisions. Mix and the Client shall make reasonable efforts to replace any invalid provision with a legally valid one that maintains the intended economic effect.

The original version of these terms is written in French, Dutch, and English. In case of dispute, the French version shall prevail.

## **21. Governing Law – Jurisdiction**

These general terms and conditions are governed by Belgian law.

In case of a dispute regarding the application or interpretation of these terms, both parties agree to seek an amicable solution before taking legal action.

The competent courts for disputes related to these terms shall be the French-speaking courts of Brussels, unless mandatory legal provisions dictate otherwise.

## **22. Special Terms and Conditions for Club Members**

Club memberships offer unlimited access to the gym and wellness facilities, as well as access to our coworking space for 2 days per week.

The prices for club memberships are displayed excluding VAT (21%), and all the rules above, including the rules for booking classes, apply to this membership.

## **23. Internal regulations applicable within Mix Gym's facilities**

We kindly ask you to pay particular attention to the internal regulations available [here](#) and in the app.

These regulations may be subject to adjustments and modifications.