

# Gym & Wellness Terms and Conditions

---

## 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 members, hereinafter collectively referred to as "Members" and individually as the "Member." By subscribing to Mix, the member declares that he/she has read and accepted these general terms and conditions as well as the House Rules, which are available on Mix's website (<https://mix.brussels/gym-house-rules/>) and in the Mix mobile application.

## 2. Membership

Any member 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 terminated (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 member allows a third party to use his/her membership card, his/her access will be blocked until a lump sum indemnity of 60 euros is paid. Moreover, Mix reserves the right to terminate the member's subscription with immediate effect in accordance with article 6 below.

Subscriptions are activated on the commencement date stipulated in the specific conditions and at the latest one month after the subscription date.

### Young Subscriptions

The Health Young subscription is reserved for members under 30 years old. Upon reaching this age, the member will receive an email notification informing him/her that his/her subscription will automatically convert to a Health subscription.

### Annual Subscriptions Paid in Advance

For Annual Subscriptions, the full annual amount must be paid upfront (at the reception desk or online). For business members, an invoice can be issued.

At the end of the Annual Subscription period, the subscription will be automatically converted to a Monthly Paid Subscription (see below), unless the member (i) terminates the subscription by sending a written notice to Mix at least one month before the end of the Annual Subscription period, or (ii) subscribes to a new Annual Subscription.

### Monthly Paid Subscriptions

To benefit from this subscription, the member agrees to a direct debit (SDD) from their bank account on a monthly basis. At the time of purchase, the member 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 renews automatically every month until terminated in accordance with Article 6.

If Mix is informed by the bank of a failed payment from the member's account, Mix will attempt to collect the payment again. A first reminder will be sent to the member via e-mail free of charge. If the debit remains unsuccessful after the 15th of the month, the member's access will be blocked until payment is made at the reception desk.

If the payment has not been made 14 days after the first reminder, Mix is entitled to (i) continue collection efforts via direct debit for up to three months or recover the owed amount via the member's credit card or a debt collection agency after a reminder notice; (ii) charge late payment interests of 1% per month and a fixed compensation of €20.00 for each unsuccessful payment (e.g., a SEPA payment rejected due to insufficient funds); (iii) deny access to its facilities without terminating the membership agreement; and/or (iv) terminate the membership agreement with immediate effect, without prejudice to any other rights which Mix may have under these general terms and conditions and/or applicable law

## **4. Withdrawal**

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

If the member exercises the right of withdrawal, Mix's management will refund the amount paid. The member loses this right to withdraw if he/she has already used its membership during this 14-day period.

## **5. Suspension of subscription**

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

If approved, the member 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 15 days following the start of its 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 member will not have access to Mix's facilities. The suspension period can only be shortened with medical proof.

## **6. Subscription termination**

Members may terminate their monthly subscription with a three (3) months' notice by sending a written notification to Mix's management via email ([members@mix.brussels](mailto:members@mix.brussels)), including the reason for cancellation. The notification 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 notification. Annual subscriptions paid in advance cannot be terminated early by the member.

Mix reserves the right to terminate any member's subscription with immediate effect in cases of:

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

In that case, the member will not have access to Mix's facilities with immediate effect. The member will pay Mix a termination indemnity equal to three (3) months subscription fee.

## 7. Modifications

The member will be informed via email sent to the address provided during his/her membership registration regarding any changes to the General Terms and Conditions of Sale.

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

Moreover, Mix reserves the right to change prices (e.g. Membership Fees) at any time due to (a.o.) an increase in its operational costs, a change in the market situation or any other justified reason, with a prior notice of at least one month.

If the member disagrees with the new price, he/she may terminate its membership agreement within the month in which the notice is sent by Mix (not applicable to Annual Subscriptions Paid in Advance). During this notice period:

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

## 8. Subscription changes during the year

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

The new annual subscription will automatically take effect at the beginning of the month following the request. Mix will then adjust the member's bank debit according to the new subscription.

A member who wishes to downgrade this/her subscription plan must submit a written 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 member's bank debit accordingly.

**Restriction:** Notwithstanding the foregoing, a member may not request or implement a downgrade while (i) a termination notice period under Article 6 is running, or (ii) a modification-related notice period under Article 7 is running. Any downgrade request submitted during such periods is invalid and will not be processed. If a termination notice is issued after a downgrade request but before the downgrade takes effect, the downgrade request is automatically cancelled and will not take effect.

A member 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 member's new subscription.

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

members may not downgrade their Annual Subscriptions Paid in Advance prior to their expiry date.

## **9. Internal Policies and Classes**

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

Consult the internal policies and class booking rules on Mix's website (<https://mix.brussels/gym-house-rules/>) and in the Mix mobile application.

## **10. 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 members' use of the facilities, but in no case will Mix be held responsible for this unavailability, nor will it provide any financial compensation to members.

## **11. Age requirement**

To become a member, purchase a subscription, and use Mix's facilities, the member 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.

## **12. Guests**

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

These guests 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.

## **13. Intellectual property**

Without prejudice to the terms of use of the website and the application, the member 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, classes, 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.

## **14. Personal data**

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

Mix processes and stores the member'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 ([available here](#)).

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

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

## **15. Invoices**

A member wishing to receive an invoice in his/her 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. One single invoice will be issued per member. Invoices will not be split.

Mix will not change the content (description, ...) of its invoices, except in the case of an error.

Invoices are issued monthly and sent via email or electronically via Peppol.

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

## **16. Force majeure**

Neither Mix nor the member 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.

## **17. Liability waiver and release**

Save for Mix's gross negligence or wilful misconduct:

- 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 member 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.

To the extent permitted by applicable law and by way of derogation from article 6.3 of the Belgian Civil Code, compensation of damage resulting from the failure to comply with a contractual obligation or mixed obligation (both contractual and extra-contractual) is – between the parties – exclusively governed by the contractual liability rules. The extra-contractual liability rules do not apply between the parties. The parties also waive any recourse on an extra-contractual basis against the directors, auxiliaries and employees of the other party, to the broadest extent permitted by applicable law.

The use of Mix's facilities is at the member's own risk. The member recognises and accepts that the practice of a sport is accompanied by risks. The member is responsible for assessing his/her own capabilities. The member expressly waives the right for himself/herself, his/her 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, except for bodily injury caused by Mix's gross negligence or wilful misconduct.

The member expressly declares that he/she does not suffer from any medical or physical condition (even minor) that would prevent him/her from properly using Mix's classes and facilities. Each person is responsible for its own behaviour.

## **18. 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 member 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.

## **19. 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.

## **20. 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.

## **21. Internal regulations applicable within Mix Gym's facilities – House rules**

We kindly ask you to pay particular attention to the internal regulations, which are available on Mix's website (<https://mix.brussels/gym-house-rules/>) and in the Mix mobile application.

These regulations may be subject to adjustments and modifications at any time based on objective reasons and without notifying the member. The member is responsible for checking these rules periodically on Mix's website for updates.

Mix may refuse access to its facilities to members whose behaviour is contrary to these rules.