General Business Conditions of the membership Contract (hereinafter "GBC")

Introductory provisions

The membership Contract (hereinafter "Contract") is concluded from the moment of signing of this Contract (form membership Contract) by both contractual parties and becomes valid by payment of registration fee and first payment of membership fee (monthly membership fee) from the first day of calendar month following the month in which the Contract was concluded. Inseparable part of the Contract are the GBC which are attached in printed form to the Contract and are simultaneously published on our websites. By signing of this Contract you validate that you have acquainted yourself with them before the signing of the Contract, as well as with all conditions of provided services, their specifications and price. In the period from the conclusion of the Contract to its validation, the member is allowed to use services of the club with consent of the provider of the services and after payment of proportionate part of monthly membership fee (so called PRORATA).

Contractual party of the Contract can be only a physical person. Person younger than 18 years is entitled to sign the Contract only with agreement of their lawful representative.

Services at the club (branch) RESPECT Club are provided by the company KAVIS, spol. s r.o., IČO: 47667664, seated at Alžírská 1539/18, 708 00 Ostrava – Poruba, registered in commerce register at Regional court in Ostrava, Case C 4968 (hereinafter "provider of services"). Contact, phone: 722 366 893, E-mail: recepce@respectclub.cz. The provider of services provides services in the area of instilling and development of physical activities, physical education and sport activities in the area of fitness and other related services.

Duration of the Contract

The Contracted can be concluded for fixed term of 30 days or 12 months.

„RESPECT 1M" is understood as a Contract concluded for 30 days.

„RESPECT 12M" is understood as a Contract concluded for 12 months.

„RESPECT 12M+60" is understood as Contract concluded for 12 months with a person older than 60 years

„RESPECT 12M-18" is understood as Contract concluded for 12 months with a youth aged up to 17,99 years. This contract is time limited - workdays until 17:00. If the client exceed this time, he will be charged according to actual price list for one additional single entry.

A contract concluded for a period of 30 days automatically expires on the last day of the fixed period.

A contract concluded for a period of 12 months is automatically extended by 1 calendar month each time, unless the member or service provider notifies the other party in writing, no later than 15 days before the expiry of the period, that they are not interested in the automatic extension of the Contract.

A contract concluded for a period of 12 months, where the first 12 months have not been completed, can be cancelled with future effect by paying a termination fee of 40% of the remaining part of the membership fee.

Termination form can be found on the website of the service provider (www.respectclub.cz) or personally at reception desk. Only this form is considered as the valid written termination.

Pausing of the membership

A contract concluded for a period of 12 months may be suspended by written request after the first month of the contract, for a period of up to three consecutive calendar months, excluding the last month of membership, which cannot be suspended. For proper suspension, a written request must be delivered to the Provider no later than the last day of the calendar month before the suspended period. An electronic submission to the email address recepce@respectclub.cz is also considered a written suspension. During the suspension period, the member is obliged to pay a reduced membership fee of CZK 200 for each calendar month of this period, for each month suspended in this way. **The duration of the contract is extended by the period of suspension of membership.** During the suspension of membership, the member is not authorized to enter the premises of the service provider at ALŽÍRSKÁ 1539/18, OSTRAVA–PORUBA without the consent of the service provider and is not authorized to use the equipment, facilities and other services of the service provider in the club.

Withdrawal of the member from the Contract

The member is entitled to withdraw from the Contract without stating reason up to 10 days from the conclusion of the Contract. After this period, the member is entitled to withdraw from the Contract with the effects for future from legal reasons in accordance with respectful provisions of the Act No 89/2012 Coll, civil code, in the subsequent amendments. The withdrawal is valid at the moment of delivery to the other contractual party.

Withdrawal of the provider of the services from the Contract

The provider of the services is entitled to withdraw from the Contract with effects for future from legal reasons in accordance with respectful provisions of the Act No 89%2012 Coll. of the civil code in the subsequent amendments, whereas significant breach of the Contract is considered especially aggressive behaviour, repeated delay of the membert's payment of the membership fee for period longer than 15 days, or repeated breaking of the House rules and the Contract. Withdrawal is valid at the moment of delivery to the other contractual party. In case of late payment of membership fee, the member is obliged to pay a fee of 200 CZK.

Membership fees and payments

The level of the fee has been settled in the Contract. Payment of the membership fee is paid for given billing period, whereas billing period is one calendar month. Payment of the membership fee is payable to the 25th day of the previous calendar month the latest if not stated otherwise in the Contract.

Member receives, in the frame of membership fee, a membership card working in an intelligent system of membership cards. In the case of losing the membership card the member is obliged to pay the fee of 200,- CZK for issuing of new membership card.

Rights and obligations of the members

The member has the right, upon showing membership card or other identification document, to enter the facility of the branch of the provider of the services at ALŽÍRSKÁ 1539/18, OSTRAVA–PORUBA (hereinafter club) during opening (working) hours according to conditions of actual occupancy of the club and to use equipment and devices of the provider of the services in the club if the actual capacity allows to do so.

After prior reservation (in on-line reservation system of the club, or personally, or by phone at the reception of the club) the member has the right to:

- participate in group lessons;
- undergo one-time diagnosis of body constitution;
- have one-time entrance specialist consultation with a trainer

It is possible to cancel reservation free of charge in the on-line reservation system until the start of the service. If the member fails to show up for a group lesson or fails to use the reserved service without canceling the reservation in time, the member is obliged to pay an amount of CZK 50.

If the actual capacity of the club allows so, the member has the right based on previous reservation to use surcharge services of the club (towel service, solarium, personal locker rental, refreshment at the bar) for the prices stated in the Pricelist of surcharge services, which is at disposal to members at the reception of the club.

The member has to pay properly and on time membership fee and prices of the surcharge services.

The member is obliged to behave to other members respectfully, keep order, not disturb peaceful running of the club and not limit rights of other members. The member is also obliged to use equipment and devices of the club carefully, in a way that it does not come to its damaging or excessive wear.

The member is obliged to respect instructions of provider of the services, his employees and staff appointed by provider. The membership in the club is non-transferable. The member is not allowed to forward the Contract to third person without demonstrable consent of the provider of the services.

The member is not allowed to enter the facility of the provider of the services if the recipient of the services is suffering from infection disease under the settlement § 2 article 5 Act No 258/2000 Coll., about the protection of public health and about changes in some relevant acts. In justified cases the provider of the services can reserve the right to agree with the entry into the club and/or conclusion of the Contract by presentation of medical report confirming health state of given person.

The member is not allowed to provide any training activity even in the case that they own a trainer's license. Training services in the club can be only done by persons, which are in contractual relationship with the provider of the services for this purpose. The member can only use training services provided by persons, which are in contractual relation with the provider of the services for this purpose.

The member is obliged to store brought things to designated places (especially lockers). The member takes into account that the provider of the services is not responsible for damage which occurred on brought things, which by their nature and value are out of character of given facility (especially jewellery, money and other valuables).

The dispute can also be solved out-of-court

In the case of occurrence of dispute, you can as a consumer, if the dispute is not settled by Contract, appeal to the Czech Trade Inspection Authority for out-of-court settlement of the dispute. Contact: Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR, Štěpánská 15, 120 00 Praha 2, Email: adr@coi.cz, Web: adr.coi.cz. You can also use the possibility of solution of the dispute through the platform for solving of disputes online, which is set up by the European Commision at http://ec.europa.eu/consumers/odr/.

Physical condition of the recipient of the service

The member takes into account that the club staff does not have medical education. In case of any doubts connected to the physical skill and ability to do physical activity, the member should consult independent medical doctor before starting to do any exercises.

Other and final settlements

Electronical communication and digital notifications including tracking of its content through web interface of the RESPECT Club https://rezervace.respectclub.cz/ requires appropriate hardware and software equipment. Digital content, especially of conveyed information, suggestions, and confirmations of reservation, is send only to you to your e-mail address, or by granting you an access to our web page (section), where the digital content is placed. To play digital content, or to send digital content in the according section, it is necessary to log into your user account by sending your login data. Besides appropriate hardware and software equipment it is necessary to be connected to appropriate internet connection for setting digital content and on-line playing.

The provider of the services is not responsible for inaccessibility of digital content or for impossibility of reservation, change and cancellation of reservation of the service in the case of malfunctioning, or slow speed of your internet connection, or actualisation, or upkeeping of the webpage. You are bound to keep discretion about the login data. You are also bound to secure the login data and access against use and misuse from third parties.

As a contractual party of this Contract you are also bound to keep your personal data stated in the user account actual and true. Digital content may be protected by copyright and it is not possible to share or allow third parties to use it without prior explicit written Contract. By breaking of copyright, you expose yourself to the possibility of recourse not only according to copyright, but also according to penal code.

This Contract, as well as contractual and out of contract commitments arising from it are governed by laws of the Czech Republic. All disputes, which may arise in connection of execution of this Contract, will be conclusively solved by according Czech general courts.

The provider of the services is authorized to change the Membership Contract and these General business conditions unilaterally in appropriate range. Change will be stated to other contractual party by sending notice (including new version of GBP) to electronical address stated by the party and by publishing on webpages of provider of the services www.respectclub.cz. In the case that the member will not agree with the changes of GBP, the recipient is authorized to terminate the Contract within 30 days in one month notice period, which is valid from the first day of the calendar month following the month in which the termination was delivered.

By signing the Contract, the member confirms his/her familiarity with and agreement to the terms of the Contract, the General Terms and Conditions and undertakes to comply with the Club's Operating Rules, which are available at the club's reception.

The General Terms and Conditions are available online on the Provider's website www.respectclub.cz and are valid and effective from 1 March 2025.

MEMBER'S SIGNATURE: ……