

Agreement for the Use of Sports Equipment in the Fitness Room of the International Club Berlin e.V.

between

Member of the International Club Berlin ("User")

Last name: _____

First name: _____

Street & house no.: _____

Post code: _____

Town/city: _____

Telephone: _____

Mobile no.: _____

Email: _____

and

International Club Berlin e.V. ("International Club Berlin")

Thüringer Allee 5-11

14052 Berlin

- New
- Amendment

User no.: _____

User agreement begins on: _____

Advance training begins on: _____

1. Object of agreement

- 1.1 The User is entitled to use the sports and fitness facilities and equipment (hereinafter referred to as **"sports equipment"**) provided in the Fitness Room of the International Club Berlin during the club's opening hours and within the scope of this agreement.
- 1.2 Before embarking on use of this sports equipment you must participate in an induction session provided by the trained personnel as per article 4 and make a reservation of the equipment via the eBuSy internet page as per article 6 of this agreement.
- 1.3 The user's rights arising from this agreement cannot be transferred to another person.

2. Duration and termination of agreement

- 2.1 This agreement shall run for twelve months and will be automatically renewed if not terminated in writing by either party to the agreement at least by the end of the month preceding the month in which it is up for renewal according to s. 126b BGB (German civil code).
- 2.2 The International Club Berlin has initially rented the sports equipment on a trial basis up to March 31, 2020. Should the International Club Berlin decide not to renew this rental arrangement for the sports equipment beyond the trial period, the International Club Berlin shall have the unilateral and non-renewable right of terminating the agreement at March 31, 2020 providing that notice is given by the end of the month preceding that date. Any monthly fees remitted for the period after that date will be reimbursed to the user.

3. Use of the Fitness Room, access

- 3.1 The user undertakes to use the Fitness Room and the sports equipment with care and not to infringe the rights of others engaged in fitness training. In particular it is not permitted to enter the Fitness Room in street shoes. Music should be kept at a moderate volume. After use, the Fitness Room must be left in an orderly tidy state; any damage should be reported immediately.
- 3.2 The sports equipment may only be used for the training plan worked out for the user. Users are not permitted to interrupt or interfere with the electric controls of the sports equipment or the internet access in the Fitness Room.
- 3.3 No alcoholic drinks are allowed in the Fitness Room; no intoxicating or performance-enhancing substances are to be consumed there.
- 3.4 Users are not allowed to bring accompanying persons or animals with them into the Fitness Room. It is not permitted to allow unauthorised third parties access to the Fitness Room.
- 3.5 The International Club Berlin and/or the training personnel is authorised to issue instructions necessary for the maintenance of orderly operation of the Fitness Room, for the safety and security of the facilities and for the adherence to the house rules. Users must follow such instructions when given.
- 3.6 You will receive access to the Fitness Room via a key handed out by the porter; administration of the key is in the hands of the porters.

4. Induction

Before using the sports equipment users must without exception undergo an induction course carried out by the personal trainer engaged by the International Club Berlin for that purpose. To arrange this induction, you must give the Club secretariat your mobile (cell) phone number and a request for a call by the Personal Trainer, who will contact you to arrange the induction and work out your personal training plan. Use of the equipment without an induction is prohibited.

5. User fee

5.1 The user fee is fixed according to the current price list which is provided as an **attachment** to this agreement. If usage begins during a month (not on the 1st day of the month), use for the first month will be calculated pro rata.

5.2 The International Club Berlin is authorised to increase the user fee should the legal rate of VAT be increased, which means that the user fee would increase only by the increased amount of VAT. The International Club Berlin will give notice of such a price increase in writing according to s. 126b BGB. Such a price increase shall be effective from the first day of the month following the increase. Should the rate of VAT be reduced, then the user fee will be reduced by a corresponding amount. The reduction shall apply from the time that the VAT reduction takes effect.

5.3 The International Club Berlin is authorised to increase the user fee after the end of the trial period referred to in article 2 commensurate with the aim of making rental of the fitness equipment viable (i.e. covering the costs) for the International Club Berlin. There shall be no increase in user fees before March 31, 2020 and any such increase is limited to a maximum 20% within one year. The International Club Berlin shall exercise its right to increase the fees in written form (acc. to s. 126b BGB). Any such fee increase shall be effective from the first day of the month following advice of notice of the increase. Such an increase of fees carries a special right of termination for the user, whereby notice may be given to terminate the agreement with one month's notice. Should the costs per user decrease as a result of high demand, the user fees shall be reduced correspondingly.

5.4 Payment shall be made in advance for six months by direct debit according to the attached price list. The published fees include the legally prescribed amount of VAT, currently charged at 19%. Users must inform the International Club Berlin immediately of any change in their bank details and, if necessary, complete a new direct debit mandate.

6. Booking/Reservation of the sports equipment, collection and administration of user fees

6.1 Reservation of the sports equipment may be undertaken only via the eBuSy internet platform, a software for booking and administrating Club offers. Please register on the internet site <https://international-club-berlin.ebusy.de> and follow the link on our home page. Separate registration is **essential**. eBuSy is the same system through which the International Club

Berlin administers the tennis courts. If you are already registered for use of the tennis courts, you may use the same access data to reserve the sports equipment in the Fitness Room.

6.2 Collection and administration of the user fees mentioned in article 5 is carried out via the International Club Berlin members' administration programme.

7. Reservation duration, inability or failure to fulfil the obligation

Reservation for any sports equipment begins on the hour and lasts for 60 minutes. If the user arrives late, the time missed is deducted from the reserved training period.

8. Data protection information

The International Club Berlin processes data regarding the use of the training equipment (date and duration of use and user number) and data relating to the user's contractual relationship (surname, first name, e-mail address, telephone number, mobile phone number etc.). Processing of this data is for the purpose of administering the agreement, customer care and for monitoring unauthorised use. The International Club Berlin shall store the data about use of the training equipment for a maximum of two months; data about the contractual relationship and use of the equipment shall be stored after use until the end of the legally required retention term and deleted afterwards unless the International Club Berlin is required by German law to retain the data longer for taxation or commercial reasons.

Data administration shall be carried out according to art. 6 para. 1 b) and art. 6 para. 1 f) of the General Data Protection Regulations and solely for the aforementioned purpose. No data will be processed for any other reason over and above the purpose of the agreement. Should it be necessary to collect any additional data beyond that required for the purpose of the agreement, then the International Club Berlin shall request the specific consent of the user. Please refer to the International Club's Privacy Statement with regard to users' rights.

The International Club Berlin shall not pass the data it has accumulated to third parties, except to exchange data with the following cooperation partners:

- Pixformance Sports GmbH, Hauptstr. 19-20, 14624 Dallgow-Döberitz
lessor and operator of the training equipment, issuing agent of training cards for storing the individual training programme and
- AlltagsAthleten GmbH, Damaschkestr. 30, 10711 Berlin
providers of Personal Trainers to devise the individual training programme.

These partners' own privacy statements shall apply to processing of data, such as in the devising of individual training programmes.

9. Liability

9.1 Unless otherwise stated in the following, the International Club Berlin accepts no liability for damage or injury to the user. This liability exclusion nevertheless accepts liability for injury to life or limb, if such injury is caused by a breach of duty on the part of the International Club

Berlin, as well as for other damage or injury due to deliberate or grossly negligent breach of duty on the part of the International Club Berlin.

9.2 Major contractual obligations are those which must be fulfilled in order to deliver the terms of the purpose of the agreement and its compliance which the user would normally expect. This includes especially the continual availability of the sports equipment listed under article 1.

9.3 If the fitness facilities are unavailable for reasons that are not the responsibility of the International Club Berlin, there shall be no recourse to compensation such as substitute hours beyond refund of user fees.

9.4 The liability regulation as laid out above shall apply to representatives or subcontractors to the International Club Berlin.

10. Language of the Agreement

10.1 The German language version of the agreement shall be legally binding.

In addition to this agreement, the Club's Articles of Association and Rules, the general terms of business and the privacy policy of the International Club Berlin shall all apply.

Date: _____

User's signature: _____

Signature for International Club Berlin: _____

Direct Debit Mandate

I hereby authorise the International Club Berlin to charge the account quoted below with the user fee mentioned in article 5 as per the price list attached to this agreement for the duration of the agreement:

First name and surname of account holder: _____

IBAN: _____

BIC: _____

Name of the bank: _____

Date: _____

Account holder's signature: _____

Price list:

**User fees for sports equipment at the
International Club Berlin e.V.**

At March 2019

User fees:	240 € incl. 19% VAT for 12 months
Due:	in advance for 6 months at a time (120 € incl. 19% VAT)
Mode of payment:	Direct debit mandate
Due date of payment:	14 days after receipt of invoice