

Terms and Conditions of "OPEN AGREEMENT + POOL" Promotion

1. These Rules and Regulations (hereinafter referred to as: "Rules and Regulations") specify terms and conditions of promotional Membership OPEN AGREEMENT + POOL (hereinafter referred to as: "OPEN AGREEMENT + POOL") offered by Zdrofit spółka z ograniczoną odpowiedzialnością, ul. Mangalia 4, 02-758 Warszawa, KRS number: 0000643347, NIP [Tax Identification Number]: 113 253 95 87, share capital of PLN 502,050.00 (hereinafter referred to as: "Zdrofit").
2. OPEN AGREEMENT + POOL is a membership available in promotion, entitling to:
 - a. unlimited use of a gym available in any Club and fitness classes within opening hours of the Club without limitation.
 - b. Use of pools indicated by Zdrofit (including the ones run by Zdrofit's partners), no more often than 4 times for 60 minutes each time within a settlement period. Information about pools that can be used within OPEN AGREEMENT + POOL is available on Zdrofit's website.
3. Within OPEN AGREEMENT+ POOL, Zdrofit is entitled to change or expand the list of available pools, however it is obliged to provide at least one pool that the Club Member is entitled to use.
4. The pool is used based on the Membership Card, which means that the Club Member is obliged to have it also while entering the pool – with regard to this case, analogous principles as concerning entering the Club are applicable.
5. The Club Member using the pool is obliged to learn and follow any applicable principles for persons using a given pool.
6. In case of overrunning the time limit of using the pool within OPEN AGREEMENT+ POOL, the Club Member is obliged to pay fees applied by the operator of a given pool.
7. OPEN AGREEMENT + POOL is an agreement concluded for an indefinite period of time.
8. Each Party has a right to terminate it by giving one month's period of notice. The period of notice is counted from the first day of accounting period following the accounting period during which the notice was given.
9. Payment for OPEN AGREEMENT + POOL is made in monthly settlement cycles, in advance for a specific month and is settled:
 - a. with the use of "Espago" cyclical payment system;
 - b. at the reception desk of the Club, in cash or by card (in such a case, the price of the Membership is increased by PLN 20.00 per month) – not applicable to the purchase made via Zdrofit's website.
10. If the choice of payment for OPEN AGREEMENT + POOL is made in the Club, a deposit amounting to the payment for one month shall be collected after the agreement is concluded. The deposit shall be settled in the last month of the term of the agreement – the Club Member is not obligated to pay for the last month of using the services provided by the Club (the month of termination).
11. If OPEN AGREEMENT + POOL is the first Membership purchased in Zdrofit, the Club Member receives: a bag or a towel, a starter Voucher covering consultations with a coach and a body composition check, training plan and an introductory training. In order to use the starter voucher, the Club Member is obliged to choose the time when the voucher will be used with employees of the Club.

12. Zdrofit enables a single use of the program called "Satisfaction Guarantee" within OPEN AGREEMENT + POOL.
13. Satisfaction Guarantee entitles the Club Member to terminate the OPEN AGREEMENT + POOL without restraint (without observing the period of notice), should the services fail to meet their expectations.
14. Satisfaction Guarantee is only for new Club Members, i.e. purchasing their first Membership.
15. The representation on the termination of OPEN AGREEMENT + POOL within Satisfaction Guarantee program can be filed within the period of 30 days since the day of activation of this Membership and after at least 4 visits in the Club (gym or fitness classes) within OPEN AGREEMENT + POOL.
16. All of the fees, but Membership Fee, paid by the Club Member who resigns from using services provided by Zdrofit under Satisfaction Guarantee shall be reimbursed to them, based on a proof of payment (e.g. receipt/invoice) attached to the representation.
17. While purchasing AGREEMENTS OPEN + POOL, the Membership Fee is not charged.
18. To all matters not settled herein, provisions of General Terms and Conditions of the Agreement and Rules and Regulations of Zdrofit Fitness Clubs available at the reception desk of Zdrofit Clubs, as well as on the website www.zdrofit.pl apply.