



## **Esentai Fit&Spa Club Attendance Policy**

### **Annex to Sports, Recreation and Healthcare Services Contract**

This Club Attendance Policy shall be mandatory for all Club Members, potential Club Members and any third parties staying in the Club. This Policy shall not be comprehensive and the Club shall be entitled to unilaterally supplement and amend this Policy any time. Club Members shall thoroughly review all provisions of the Contract and this Policy prior to signing thereof and such a scrutiny shall be Club Members' sole responsibility. Club shall bear no liability for any (potential) Club Members', Club guests', third parties' staying in the Club unawareness of any provisions of this Policy and/or the Contract. No ignorance of any provisions of this Policy/Contract shall release from the responsibility for full compliance therewith.

#### **1. GENERAL PROVISIONS**

**1.1.** Club Members may engage Club Services only during Club operating hours. Club Members shall leave the Club prior to closure thereof. If the Contract provides for any Club Member's right to use any Club Services only on certain days and during specific hours, then such a Club Member shall not be entitled to violate his/her Club attendance regime and shall use Club Services in compliance with the terms and conditions of the concluded Contract.

**1.2.** A personal club card ("CC") shall give access to the Club. CC shall be presented at the Club Reception Desk at each visit. Keys from lockers and safes in the changing rooms shall be given only in exchange for the club card. The Club shall be entitled to deny access to a Club Member having no CC on him/her.

**1.3.** Club Member shall attend the Club in compliance with the regime he/she selected. The Club shall be entitled to deny its Member's access if his/her arrival time conflicts with his/her selected attendance schedule. If a Club Member leaves the Club in breach of his/her selected schedule, then the Club shall be entitled to revise such a Club Member membership and shall charge the difference with applicable membership fee or reduce the membership term in compliance with the relevant membership fee.

**1.4.** Locker keys shall be given upon the club card presentation. Club Members shall be charged (as per applicable price list) for production of duplicate club cards, keys or cloak-room tickets in case of loss thereof.

**1.5.** Club Members shall keep all their belongings and clothes in lockers situated in the changing rooms.

**1.6.** Club Member may lease a personal locker in the changing room for long-term storage (1 month and longer) of his/her belongings in the Club for an additional fee. Upon the lapse of the membership of a Club Member the Club shall be entitled to remove his/her belongings from the his/her leased personal locker. Such removed property shall be stored at the Club Reception Desk.

**1.7.** During exercise all Club Members' valuables and money may be kept in special safes free of charge.

**1.8.** All lost items shall be kept by the club within 1 month following finding thereof.

**1.9.** Club Members shall be responsible for handling the Club equipment with due care. The person who broke/damaged the Club equipment/fixtures shall be charged a penalty to fully compensate for the inflicted damage. The Club shall also be entitled to reduce the membership term for the amount of the damage.

**1.10.** In order to ensure Club Members security, compliance with Club Ethical Rules and excellent service of its Members the Club shall be entitled to CCTV monitor all the Club premises except for changing rooms and baths.

**1.11.** The Club Member participating in any Club's sports events shall automatically permit the Club to reproduce and distribute his/her photos/video recordings/interview as well as the photos/video recordings/interviews of his/her children at the Club's Administration's discretion in Club promotions both in Esentai Fit&Spa magazine and in other Club's printed and advertisement materials. The Club shall have an exclusive title to all photo and video records with any Club Member. The Club shall reserve its right to transfer and/or not to transfer to the Club Member the photos and video records containing such a Club Member and his/her children being the Club Members without explaining any reasons thereof.

**1.12.** Club Members shall consent to receipt of information from the Club via e-mail, SMS, WhatsUp and other information distribution channels.

**1.13.** The Club shall be entitled to publish the photos as well as the video records containing both the Club Member and his/her children taken during the Club corporate events and shall be entitled to publish thereof on Esentai Fit&Spa's Intranet site as well as in any other public sources and Internet resources where the information regarding Esentai Fit&Spa's clubs network is published for promotion purposes without sending any notice thereof to the relevant Club Member.

**1.14.** No Club Members shall be entitled to take their bodyguards/drivers (having no Club membership) to the Club except for the persons authorized to accompany their children pursuant to the Club Children Attendance Policy. Any bodyguards/drivers (having no Club membership) shall be entitled to stay only in the Club reception area.

**1.15.** No Club Member shall have the right to carry any weapons, explosive and toxic substances as well as any other items threatening health and security of Club Members and personnel. If an employee of the internal control service suspects that a Club Member has any such items on him/her he/she shall be entitled to request that the

relevant Club Member or any person accompanying such a Member voluntarily presents his/her belongings for a security check. If such a Club Member refuses to do so, he/she shall be denied access to the Club.

**1.16.** If any items described in Clause **1.14** of this Policy are discovered the Club shall be entitled to unilaterally terminate the membership (contract) without refunding any outstanding membership fee.

**1.17.** When purchasing his/her membership the Club Member shall automatically consent to processing by the Club of Club Member's personal data both specified in the contract with respect to the Club Member and his/her family members covered by the Contract and the data obtained by the Club additionally in the course of the Contract performance (hereinafter "**PD**"). PD shall be processed during the Contract validity and within five years following the Contract expiration/termination.

**1.18.** The Contract shall be unilaterally terminated in case a Club Member breaches any clause of the Contract or this Policy and the Club Member shall not be refunded the outstanding part of the membership fee.

**1.19.** Any time where necessary the Club shall be entitled to unilaterally revise any clause of this Policy and to introduce new provisions hereof.

## **2. CLUB MEMBERS SECURITY**

Any children under 14 years of age shall be strictly prohibited to come to the Club and to leave the Club unattended by adults. Parents and/or the persons accompanying children shall be solely and fully responsible for the health and life of their children in the Club.

**2.1.** Prior to exercise commencement any Club Member 16 years old or older shall be briefed on exercise safety in the gym, swimming pool (if any) and during any selected group classes.

**2.2.** Prior to the briefing and/or commencement of any exercise a Club Member shall be screened by the Club's medical practitioner. A Club Member who refuses to undergo mandatory sports screening specified herein shall be briefed only upon submission to the Club Administration of the Club Member's written statement in the established form confirming such a refusal. Under all circumstances the Club Member shall assume any and all risks related to independent determination of the training load resulting in his/her physical condition change. All sports screening results shall be of an advisory nature. The Club shall not be liable for the decision made by its Club Member to follow or not to follow such an advice.

**2.3.** For the avoidance of any injuries and damage to health the Club strongly encourages that its Members attend group classes corresponding such Members' personal fitness level. Club Member shall immediately inform Club's instructor and/or healthcare practitioner of any feeling unwell.

**2.4.** For the avoidance of injuries Club Member shall be reasonably cautious, exercise in special footwear and athletic apparel, comply with warnings, signs, instructions, directions and recommendations of the Club's employees. The Club shall not guarantee a restricted number of people attending group classes and/or Club visitors. Club Members shall be fully responsible for the compliance with all sanitary standards given the number of people attending group classes, using the Club swimming pool and gym.

**2.5.** The Club shall not be liable for the damage caused to property, health or life of any Club Members as the result of actions (omissions to act) of any Club Members or third parties.

**2.6.** All resistance exercises shall be effected strictly in the area dedicated thereto using, if necessary, special devices with an assistance of a trainer or a partner. It shall be strictly prohibited to drop any sports equipment and/or fixtures that increase noise level and damage flooring.

**2.7.** Club Members shall timely arrive to the Club to ensure exercise safety. The responsible trainer shall be entitled to deny access to a group class for a Club Member late therefor. All Club group classes shall comply with the relevant Club coach schedule.

**2.8.** It shall be prohibited to resume or commence exercise with broken and/or defective equipment.

**2.9.** It shall be prohibited to move any gym machines, to take bar bells and dump bells from the Free Weights Zone without the Club's permission.

**2.10.** The [assigned] trainer shall be entitled to deny Club Member's access to exercise if his/her fitness conflicts with the load level offered by the exercise/class.

**2.11.** It shall be prohibited to change the temperature in the exercise or any other premises of the Club without the relevant permission.

**2.12.** In order to avoid any injuries and damage to health the Club strongly encourages Club Members to avoid staying in steam bath and sauna alone, i.e., it is recommended to do so together with any other Club Member.

## **3. CLUB ETHICAL RULES**

**3.1.** Upon exercise completion it shall be necessary to return used equipment to the specially designated areas.

**3.2.** Club Members shall exercise in special clothes and footwear. It shall be prohibited to stay in outdoor clothes and footwear in the Club special premises intended for exercise and supplemental services.

**3.3.** Club Members shall comply with general and personal hygiene rules including maintenance of all Club premises clean, taking shower prior the Club swimming pool use, etc.

**3.4.** For the avoidance of acute allergy in other Club Members it shall be strictly forbidden to use fragrance oil and other substances in steam baths and saunas and to use perfume prior to group classes attendance.

**3.5.** It shall be prohibited to stay in the Club while affected by toxic substances. When a Club internal control service employee suspects that a Club Member is under the influence of alcohol and/or drugs he/she shall be entitled to apply the following measures to such a Club Member (as the case may be): suspension from exercises, seeing off the Club and/or calling law enforcement bodies.

**3.5** It shall be prohibited to take meals outside specially designated area (bar). It shall be forbidden to take in and consume food and beverages in the Club.

**3.6.** All Club premises shall be non-smoking area.

**3.7.** No video recording and photography shall be permitted without the Club Administration's prior consent.

**3.8.** Group classes shall be conducted based upon a schedule that may be changed by the Club Administration any time. In order to attend certain Club classes Club Members shall be required to check therein at the Reception Desk on the class date.

Such group classes shall be marked with a star in the group classes schedule. Such classes check in shall be lapse 15 (fifteen) minutes prior to the exercise start and the reservation shall be valid only until the training start. Trekking classes shall be effected using running machines. Trekking machines shall be vacated 5 minutes prior to the next class commencement. The trainer shall be entitled to request that Club Member using a running machine vacates it for another Club Member that duly checked in/registered for the class. In any other cases it shall be prohibited to reserve places, equipment and machines in gyms in any manner.

**3.9.** No Club Member may stay in the gym intended for group classes during other Club Members' personal exercises, when not participating in group classes and during his/her own personal exercise. During group classes Club Member may stay in the gym only as a member of the relevant group class. Club Member may not obstruct any group and/or personal exercise by any actions of cultural and/or religious nature or his/her life style.

**3.10.** It shall be prohibited to perform the following actions: dye hair using any color, depilate, use body, facial or hair beauty packs in samarium; do manicure, pedicure and any other beauty treatments that result and/or may result in a damage to property and/or other damage to the Club as well as other Club Members, damage to health and/or life of the Club employees, Members as well as any other actions disturbing any other Club Members (e.g., washing feet in a sink).

**3.11.** Club Members may use their own beauty products (scrubs, beauty packs, cream, etc.) in shower or Mud Bath room. It shall be absolutely prohibited to enter bath/saunas/steam baths upon beauty products application and to remove such products using bathroom supplies.

**3.12.** It shall be strictly prohibited to stay naked, semi-nude and wearing underwear only in the exercise zones and in the areas where other Club Members may stay (except for changing rooms).

**3.13.** It shall be prohibited to reserve a shower cabin by leaving toiletries there.

**3.14.** It shall be forbidden to dry footwear with Club towels. A person cleaning his/her footwear with Club towels shall be charged with a KZT 7,000 penalty.

**3.15.** Club Members shall maintain polite and friendly atmosphere in the Club promoting efficient exercise of all Club Members and refraining from loud conversations over mobile phones in a close vicinity to other exercising or relaxing Club Members.

#### **4. ADDITIONAL SERVICES**

**4.1.** Club Member shall have the right to acquire additional services as per the Club price list. For this purpose a Club Member shall get registered at the Club Reception Desk and/or SPA Reception Desk, agree with his/her trainer the time convenient for an individual training and pay for such service(s) in advance.

**4.2.** A reserved service may be cancelled or postponed at least 24 hours prior to the agreed time thereof. Club Member shall not be refunded the fee paid for the service he/she failed to use.

**4.3.** If Club Member is late for a paid training session agreed with his/her trainer, then the trainer shall wait for such a Club Member for 15 minutes. If the Club Member is late for more than 15 minutes, then his/her coach shall be entitled to drill another Club Member. In case of a late arrival of a Club Member the drill time shall be reduced by the delay time and the training session price shall not be revised.

**4.4.** Club Member may reserve certain days and time for drills upon an agreement with his/her coach and an advance payment therefor. In this case the agreed time shall be assigned to such a Club Member and the fees for the drill shall be debited from his/her Club Card irrespective of his/her attendance or the failure to come to the drill. The reservation shall be cancelled upon such training session completion.

**4.5.** If a Club Member made an advance payment and the Club coach renders personal training services/gives explanations/demonstrates the drill/adjusts a gym machine, etc. for the Club Member within 15 minutes and longer, then such services/explanations/demonstration/adjustment shall be the grounds for money debiting from the deposit or Club Card for personal training services.

**4.6.** If Club Member made no advance payment and a Club coach renders personal training services/gives explanations/demonstrates drills/adjusts gym machines within 15 minutes and longer Club Member then such services/explanations/demonstration/adjustment shall constitute the grounds for issuance to the Club Member of a bill for personal training services.

**4.7.** Any agreement between Club Member and Club employee regarding private services rendering (in breach of the established payment procedure) shall be deemed a gross violation of the Club policy and shall be a reason for unilateral termination of the agreement with such a Club Member without refunding of an outstanding membership fee.

**4.8.** Upon its Club Card acquisition a Club Member shall attend all personal trainings during one year following the payment under the relevant valid Contract. The Club shall not refund any unused amounts on Club Card upon the lapse of the Club membership. The Club Card cost shall be not fixed and may be unilaterally changed by the Club. If a price is changed prior to personal trainings attendance the number of remaining trainings shall be revised based upon a new price.

## **5. SWIMMING POOL ATTENDANCE POLICY**

**5.1.** For the avoidance of injuries as the result of any collision, significant splashes, etc., Club Members shall maintain reasonable distance between each other, be attentive and behave politely when communicating with other Club Members.

**5.2.** Club Members shall swim only along the swimming pool keeping to its right side. For the avoidance of injuries it shall be prohibited to swim across the swimming pool.

**5.3.** It shall be prohibited to jump from the pool edge, play noisy games in water and otherwise disturb or threaten life and health of any Club Member, other Club Members and employees.

**5.4.** In order to avoid injuries it shall be necessary to wear special footwear when walking on wet surfaces.

**5.5.** In order to avoid injuries and threat to life and health of people a Club trainer may remove from the pool area the Club Member breaching the pool attendance policy and Club Ethical Rules.

**5.6.** Club Members shall comply with general and personal hygiene rules, keep all Club premises clean and take shower prior to using the swimming pool, tie long hair up in a bundle on the back of the head, etc.

**5.7.** If necessary, the Club shall be entitled to immediately take measures to clean water in the pool and to effect disinfection, to deny access to pool area, to cancel classes and personal exercise without any prior notice to Club Members.

I have read this Policy. \_\_\_\_\_  
(Club Member's full name and signature.)

## **Esentai Fit&SPA Kids Club Attendance Policy** **Annex to Sports, Recreation and Healthcare Services Contract**

### **1. GENERAL PROVISIONS**

**1.1.** In order to attend group sessions and/or personal trainings all Club Members under 14 years of age shall come to the Club and leave it together with their parents (being Club Members) or the person authorized by their parents.

**1.2.** All children under 16 years of age may not independently exercise in the gym. Such children may attend the gym with a personal trainer under the Club's permit.

**1.3.** A child shall be admitted to drills only wearing sports clothes and footwear when feeling well. For the avoidance of any injuries or deterioration of health the child's parents and/or the persons accompanying him/her to the Club shall pay close attention to his/her health prior to exercise commencement. Parents shall be fully responsible for the completeness and accuracy of information provided to Club's healthcare practitioners and trainers regarding their child's health, contraindications related to certain physical drills, mode thereof.

**1.4.** Parents (accompanying persons) shall be solely and fully responsible for the child's health. The Club shall not be responsible for child's health prior to, during and after his/her exercises in the Club. Parents (accompanying persons) shall take all risks related to his/her any injuries, deterioration of his/her health as the result of sports and fitness activities. When acquiring CC for their child the parents shall fully agree with the fact that the risk of injuries, exacerbation of chronic diseases, occurrence of unknown and unidentified health problems are inherent in any sports activities and fitness.

**1.5.** Parents (accompanying person) shall not permit their/the child to exercise if he/she has (without limitation) the following symptoms of bad health:

- runny nose, cough, sore throat or symptoms of any other infection;
- indigestion, sickness or any other stomach ailment;
- high temperature;
- rash and wounds;
- any other condition preventing normal exercise of the child and any other children during his/her classes.

**1.6.** The assigned trainer shall be entitled to deny child's access to the class if he/she discovers that the child is unwell under Clause 1.5 hereof as well as in the following cases:

- the child is late for the program for more than 10 minutes;
- the child age does not qualify him/her for the class;
- the child has no due sports clothes and footwear.

**1.7.** Child may be enrolled only to the group sessions complying with his/her age. All age restrictions shall be specified in the Club program description.

**1.8.** It shall be prohibited to take a child to the Club well in advance his/her class commencement. It shall be necessary to transfer the child to the trainer assigned to the relevant class or to the child's personal trainer.

**1.9.** The accompanying person shall timely take the child upon the exercise completion.

**1.10.** Club children's trainer shall be entitled to comment and to suspend from the program the child whose actions threaten his/her health and/or the health of other Club Members, employees as well as in case the child violates discipline during the class.

1.11. During Club events parents (accompanying persons) shall comply with the Club Ethical Rules.

## **2. POLICY OF SWIMMING POOL ATTENDANCE BY CHILDREN**

2.1. CHILDREN UNDER 14 YEARS OF AGE SHALL BE STRICTLY PROHIBITED TO ATTEND THE SWIMMING POOL AND TO STAY IN THE SWIMMING POOL AREA. Parents shall be fully and solely responsible for the behavior, health and safety of their children in the Club, particularly, in the Club swimming pools. A child under 14 years of age may stay in the swimming pool area provided that his/her parents and accompanying persons are in the Club. It shall be strictly prohibited to leave a child(children) in care of other child(children) responsible to see to their behavior, health and safety in the Club. A child above 14 years of age may stay in the pool area only for free swimming with the person (being a Club Member and entitled to use the club services) who accompanies him/her. In this case such an accompanying person shall be obliged to be in the swimming pool with the child.

2.2. The [assigned] trainer shall be entitled to take unattended child away from the swimming pool area under Clause 2.1 hereof and to make remarks and take any child from any exercise area to the Reception Desk if such a child's actions threaten health and comfort of such a child or other Club Members, employees.

2.3. For the avoidance of injuries a child shall wear special footwear when walking on wet surfaces.

2.4. When staying in the pool premises the child shall fully comply with Club Policy. It shall not be permitted to run, sit on dividing lanes, play in water, otherwise disturb other persons and/or threaten life and health of other Club Members and employees.

## **3. CHILDREN ATTENDANCE POLICY**

3.1. Only a person above 18 years of age may accompany a child upon formalization of the relevant supplemental agreement to the contract with one of the child's parents being a Club Member.

3.2. A supplemental agreement shall be formalized in the following procedure.

A parent shall come to the Club together with his/her child and the person authorized to accompany the child. The parent shall present at the Reception Desk the following documents:

- ID (ID or passport);
- a photo of the person(s) authorized to accompany the child;
- child's(children's) photo(s);
- ID document(s) of the person(s) authorized to accompany the child;
- Child's(children's) birth certificate(s).

Club Reception Desk employee shall make a personal record for the child(children). The child's parent shall sign the supplemental agreement in the presence of the Club Reception Desk employee. When a child arrives at the Club accompanied by the authorized person the Club Reception Desk employee shall verify the availability of the supplemental agreement and the child's(children's) personal record. The child(children's) parents shall immediately notify the Club of any replacement in or expansion of the list of the persons authorized to accompany their child(children) and come to the Club together with a new person authorized to accompany the child(children) with such a person's photo and the ID to amend and supplement the child's(children's) personal record(s). Otherwise the Club shall reserve its right not to let the child (children) leave the Club until his/her parents arrival.

3.3. The person authorized to accompany the child (children) shall present the Club Reception Desk employee his/her ID, confirm the child attendance by signing the reception desk log and register the fact of the child's visit with the Reception Desk's specialists.

3.4. No persons authorized to accompany child(children) shall be permitted to stay in the area intended for children's group classes.

3.5. It shall not be permitted to take food and personal toys to the Club.

3.6. It shall be strictly prohibited to leave the child alone outside Club entrance doors, to leave children on the road and let them independently walk to the Club doors and register at the Reception Desk. The person authorized to accompany a child(children) may take the child only upon registration in a special log at the Club Reception Desk.

3.7. The authorized person or the parent shall timely take the child upon the exercise completion.

3.8. Parents (authorized persons) shall be fully responsible (financial responsibility inclusive) for any damage to the Club and other Club Members in case the child's (children's) unlawful unpredictable actions and shall be solely responsible for their child's(children's) behavior, their actions/omissions to act that may threaten the child's(children's) safety and the safety of other Club Members and employees.

I have read this Policy. \_\_\_\_\_

(Club Member's full name and signature, date)