

General Terms and Conditions

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General Terms and Conditions of Freezlab Amsterdam

In these General Terms and Conditions the following terms have the following meanings (whether used in the singular or plural):

Guest:	a natural person who takes a Freez Session at FA that has been booked by the Booker;
Booker:	the person booking one or more Freez Sessions;
FA:	Cryo Sisters B.V., also trading as Freezlab Amsterdam, having its registered office in Amsterdam and registered with the Chamber of Commerce under number 63620448;
Location:	the place where the (booked) Freez Session is taken;
Agreement:	any agreement between FA and a Booker;
Freez Session:	a Whole Body Cryo session in a Freezlab chamber;
Terms and Conditions:	these General Terms and Conditions.

1. General provisions

1. The Terms and Conditions apply to all offers and quotes from FA, Agreements and Freez Sessions.
2. All offers and quotes from FA are without obligation, unless expressly otherwise stated. Previous quotes, price offers et cetera for a specific Booker will be deemed to have been revoked after a new quote, price offer et cetera has been provided to the same Booker.
3. Any derogations from the Terms and Conditions must be explicitly agreed in writing between FA and the Booker.
4. In the event of a conflict between the text of the Terms and Conditions and provisions of the Agreement, the provisions of the Agreement will prevail.
5. If one of the provisions of the Terms and Conditions is voidable because it conflicts with a mandatory provision of law, the remaining provisions of the Terms and Conditions will remain in force. The parties will negotiate in good faith to replace the void and unenforceable provision/s with a valid provision.
6. FA may change the opening hours, house rules, prices, these Terms and Conditions and other conditions at any time.
7. The Guest is obliged to provide all reasonable cooperation at all times to enable FA to perform the Agreement (in a responsible manner) in accordance with its obligations.

2. Time of formation of an Agreement with FA

An Agreement with a Booker is not formed until FA has received payment for the booking of one or more Freez Sessions.

3. Guest's obligations in relation to a Freez Session

1. The Booker must ensure that each Guest for whom he has booked one or more Freez Sessions complies with the following conditions:
 - he/she is obliged to fully and truthfully answer all questions prior to the first visit;
 - he/she is obliged to carefully read the contraindications on his/her first visit and to confirm that they do not apply to him/her;
 - he/she is obliged to comply with all directions and instructions given by and on behalf of FA;
 - he/she is obliged to comply with all directions given by FA as stated on signs in the area's of the Location, FA's house rules, etc.;
 - he/she should behave as a good Guest and respect other guests, the premises, FA's staff and the chambers, equipment, etc.;
 - he/she is aware that the materials, chambers, equipment, etc. used for the session and at the Location are very expensive, and he/she should therefore handle these with care and use them only in accordance with their intended purpose and the directions;
 - he/she must be able to prove his/her identity and be of legal age.

4. Dress code and session conditions

To protect the safety and health of the Guest, the Booker must ensure that each Guest for whom he has booked one or more Freez Sessions meets the following conditions before the Guest in question participates in a Freez Session:

- he/she should wear dry underwear/swimwear or dry sportswear;
- he/she may not wear glasses during the session;
- he/she may not wear jewellery or piercings unless these are covered by gloves/headband/cap/clothing;
- he/she may not wear a hearing aid;
- his/her skin and hair must be dry.

5. In which cases is it not permitted to take a Freez Session?

There are certain circumstances in which a Freez Session can be dangerous to your health. In those cases a Freez Session is therefore not permitted or, in specific cases, is permitted only after the Guest's physician or pharmacy has given permission for the Freez Session. These circumstances are:

- the Guest is under the influence of alcohol and/or drugs;
- the Guest is pregnant;
- the Guest has a fever;
- the Guest is anaemic;
- the Guest is under the age of 18 (unless parental consent has been given);
- the Guest suffers from a cold allergy;
- the Guest is a cardiac patient, has had acute or symptomatic cardiovascular diseases, such as (extreme or untreated) hypertension, heart complaints such as a heart attack, coronary, cardiac dysrhythmia, pulmonary embolism, myocarditis, etc.;
- the Guest is wearing a pacemaker;
- the Guest has (the condition) peripheral artery disease (arteriosclerosis) and/or venous thrombosis;
- the Guest has a cerebrovascular disorder (brain disorder);
- the Guest suffers from uncontrolled epileptic seizures;
- the Guest has angina pectoris (narrowing of the coronary arteries);
- the Guest suffers from Raynaud syndrome;
- the Guest has had a chronic or acute illness in the past six months;
- the Guest has an infectious disease;
- the Guest takes medication that affects his/her driving;
- the Guest's blood pressure is not within healthy margins, i.e. if the Guest has hypotension (lowered blood pressure) or hypertension (elevated blood pressure); in any case if the Guest's blood pressure is equal to or over 180/95);
- at the time of the Freez Session or in the past, the Guest has (had) physical complaints and/or illnesses on the basis of which he/she ought to suspect that a Freez Session is not conducive or possibly even harmful or dangerous to his/her health.

It is the Booker's responsibility to ensure that none of the above points apply to any of the Guests for whom he/she has booked one or more Freez Sessions or that the Guest/s to whom any of the above points apply has/have the approval of their physician or pharmacy to take a Freez Session.

6. Payment of the session fee and other costs

1. Freez Sessions and Session Cards are paid for at the time of purchase of a Freez Session or Session Card if booked over the internet. If a Freez Session is purchased at the Location, the Booker must also pay directly (prior to the Freez Session) by debit (PIN) or credit card. FA does not accept cash payments.
2. If a subscription is taken out, the monthly subscription fee will be taken by direct debit from the nominated bank account or credit card. Subscriptions run from the first to the last day of a calendar month. The pro rata part payable for the first month is to be paid by debit (PIN) or credit card at the Location or via iDEAL when purchased via the internet. If the fee cannot be debited, another attempt will be made to debit the amount within a few days. If the Booker wishes to do a Freez Session before (or after) that period has expired, FA may require payment of the full outstanding amount before allowing the Booker to take a Freez Session. Costs (charged by third parties) that FA has to incur in order to receive payment will be passed on to the Booker, who will also be charged a reasonable administrative fee.

3. FA has the right to suspend its obligations under a current subscription as long as the Booker has not met his/her payment obligations.
4. Without prejudice to the above provisions, all FA invoices are payable within 14 days. If FA does not receive the full price of the Freez Session/s at least 24 hours before the Freez Session/s take/s place, FA is entitled to refuse the Guest/s.
5. If a Guest rents items from FA, the relevant charge must be paid by debit (PIN) or credit card no later than immediately prior to the Freez Session/s in question.

7. Cancellation

1. The Booker may cancel a Freez Session free of charge up to 2 hours before the start time of the Freez Session. Cancellation can be done by calling 020 2621054, by emailing reservering@freezlab.nl or via the Freezlab app.
2. If one or more individual Freez Sessions are cancelled in a timely manner, the amount paid by the Booker will be refunded by FA to the Booker's bank account known to FA within 14 days of the cancellation. If a Freez Session is cancelled less than 2 hours before the start time, the Freez Session fee will not be refunded. In that case the Freez Session will be deemed to have been taken. If an individual Freez Session or a Freez Session with a Session Card or subscription is cancelled in a timely manner, a new Freez Session can be booked.
3. If it becomes apparent at the time of registration (before the Freez Session) that it is not safe for the Guest to undergo a Freez Session solely because of his/her blood pressure, the Freez Session will be deemed not to have been taken. In case of an individual booking, the fee paid for the Freez Session in question will be refunded to the Booker. In case of a Session Card or a subscription, the Freez Session will be cancelled free of charge.

8. Late arrival / no show / non-compliance with the dress code / non-compliance with the Terms and Conditions

1. A first-time Guest must be present at the Location at least 15 minutes before the start of the Freez Session and report to the FA staff.
2. If a first-time Guest is not present 20 minutes before the start of the Freez Session, FA has the right to refuse that Guest without being obliged to refund (part of) the Freez Session fee to the Booker. In that case the Freez Session will be deemed to have been taken.
3. If a Guest does not show up for a Freez Session (no show), the Booker is not entitled to a refund of (part of) the fee. In that case the Freez Session will be deemed to have been taken.
4. If a Guest does not bring the correct clothing and cannot or does not want to rent it from FA, the Freez Session cannot be taken and the fee will not be refunded. In that case the Freez Session will be deemed to have been taken.
5. If a Guest fails to meet one or more of the conditions set forth in Articles 3 and 4 of these Terms and Conditions, the Freez Session cannot take place – unless otherwise provided in the Terms and Conditions – and the fee will not be refunded. In that case the Freez Session will be deemed to have been taken. The same applies if any of the circumstances mentioned in Article 5 of these Terms and Conditions applies to him/her.
6. If a Guest who has taken out a subscription does not show up on time or at all for a Freez Session three times in one month and/or fails to meet one of the conditions set forth in Articles 3 and 4 and/or does not bring the correct clothing and does not want to rent it, FA has the right to refuse the Guest access for the remaining part of the month in question without being obliged to refund the subscription fee to the Guest.

9. Specific provisions regarding subscriptions and Session Cards

1. All subscriptions are personal and non-transferable. A Booker with an Easy subscription may take 4 sessions, a Lite subscription may take 8 Sessions and an Unlimited subscription 35 Freez Sessions per month.
2. All subscriptions must be paid by monthly direct debit or credit card charge. If the Agreement is entered into on a day other than the first day of the month, the subscription fee will be charged pro rata for that month. Such part of the month is not included to determine the minimum contract period of 1 month.
3. A prepaid subscription by the Booker, runs for the agreed period and cannot be cancelled. A prepaid subscription automatically ends on the expiry date of the prepaid period.
4. The Session Cards and Freez Challenges are payable in advance by the Booker. A Session Card is not personal, unless it is a personal Session Card purchased at a reduced rate. Freez Challenges are personal and may not be transferred or shared with others. Unused sessions on a Session

Card or of a Freez Challenge can be used until the expiry date of the Session Card or Freez Challenge (3 months for a 5-Session Card, 6 months for a 10-Session Card, 12 months for a 50-Session Card, 14 days for Freez Challenges).

5. Subscriptions and Session Cards/Freez Challenge tickets cannot be paused or suspended.
6. The Booker may cancel a subscription with effect from the end of a month, by giving a minimum of 1 full calendar month's notice by email to info@freezlab.nl.
7. The Booker may change the subscription, on condition that the change is made at least 10 days before the end of a month and is notified by email to info@freezlab.nl. The change will then take effect from the first day of the following month.

10. Nuisance, annoyance, non-compliance with conditions, refusal

1. FA may deny a Guest who causes or may cause nuisance or annoyance or who is under the influence of alcohol or drugs, access to the Location and therefore ban such a Guest from the Freez Session. In that case FA will not be obliged to refund the fee or part of the fee for the Freez Session in question, which will be deemed to have been taken.
2. If the Guest fails to meet any of the obligations or conditions set forth in the Terms and Conditions, FA will have the right to ban such Guest from (the remainder of) the Freez Session. In that case FA will not be obliged to refund the fee or part of the fee for the Freez Session in question, which will be deemed to have been taken.
3. FA's staff always has the right to deny a Guest entry temporarily or permanently if they see reason to do so.

11. Liability

1. If a Guest for whom the Booker has entered into an Agreement fails to comply with any of the provisions of these Terms and Conditions, the Booker will be liable – to the extent that the Guest is not liable to FA – for any loss or damage incurred by FA that has been caused by the Guest's actions, to be assessed according to the standard of conduct of a careful Guest.
2. If a Guest rents items for a Freez Session from FA, the Booker is responsible for ensuring that the Guest returns these items immediately after the Freez Session, in the same condition in which he/she received them. If the Guest fails to do so, the Booker is obliged to compensate FA for the loss or damage incurred by FA by paying to FA the price of the rented item when new.
3. Secure lockers are available at the Location for each Guest to store their personal belongings. Guests are required to store all their personal belongings in a locker, at their own risk, during the Freez Session.
4. FA is not liable for theft, loss etc. of a Guest's personal belongings.
5. It is a Guest's own choice to undergo a Freez Session. FA is never liable for any loss or damage suffered by a Booker or a Guest as a result of the performance of the Agreement and, more specifically, taking a Freez Session.
6. Without prejudice to the foregoing provision, FA is, in any event, not liable if the Guest fails to strictly and completely follow the instructions (of the staff) of FA, FA's (house) rules, etc. The same applies if the Guest fails to comply with these Terms and Conditions or with provisions confirmed online and/or contained in any other documents signed by the Guest.
7. The Booker is responsible and liable and indemnifies FA against loss or damage as a result of acts and/or omissions by the Guests.

12. Withdrawal

1. If the Booker is a consumer and has booked and paid for one or more Freez Sessions online, or if the Booker is a consumer and has purchased a Session Card or a monthly subscription, the Booker may cancel the transaction within 14 days of the time of payment (in case of a monthly subscription this is the time of the first payment) without reason given, by virtue of the right of withdrawal. If the Freez Session takes place prior to the expiry of this 14-day period, it will be deemed to take place at the Booker's express request and the Booker may no longer invoke the right of withdrawal after the Freez Session.
2. If the Booker wishes to exercise the right of withdrawal, the Booker must give notice to FA of his/her decision to withdraw from the Agreement by sending a clear statement to that effect by mail or email to the (email) address stated on FA's website. The Booker may use the model withdrawal form for that purpose, but is not obliged to do so. The notice of exercise of the right of withdrawal will be deemed to have been given in a timely manner if it is sent before the expiry of the withdrawal period.

3. If the Booker validly withdraws from the Agreement, FA will refund all payments made by the Booker until then to the Booker without delay but within 14 days of the date on which FA is notified of the decision to withdraw from the Agreement. In the case of a subscription or Session Card, FA will deduct from these payments the value of any Freez Sessions already taken, calculated on the basis of the individual price of a Freez Session (i.e. the price for a single booking). FA will pay the refund to the Booker using the same means of payment as that used by the Booker for the original transaction, without charging a refund fee.

13. Governing law and dispute resolution

1. All legal relationships between FA and the Booker are governed by the laws of the Netherlands.
2. Any disputes arising in connection with the Agreement or its formation and all legal relationships resulting therefrom must be submitted to the jurisdiction of the competent courts in Amsterdam, unless a different court has jurisdiction under mandatory law.