

Polisportiva Politecnico di Milano S.S.D. a r.l.

General Terms and Conditions - ENG

1. Definitions “Customer”: the natural person who has purchased the subscription service, who signs the Subscription Agreement and the General Terms and Conditions, and is more clearly identified in the registration form; “Sports Centre”: the facility where the sporting activity referred to in the Subscription Agreement is carried out; “General Terms and Conditions”: these general terms and conditions; “Subscription Agreement”: this subscription agreement for the provision of fitness services and sporting activities as more clearly specified and indicated on the website www.sport.polimi.it; “Pol. Politecnico di Milano”: Polisportiva Politecnico di Milano Società Sportiva Dilettantistica A.R.L., amateur sports club with headquarters in Piazza Leonardo da Vinci, Tax Code and VAT number 10929120961; “Regulations”: the regulations issued by Pol. Politecnico di Milano relating to the operation and/or methods of use of the Sports Centre arranged by type of facility, premise and use, displayed in a visible manner in the premises of the Sports Centre.

2. Contract Document

The General Terms and Conditions govern the relationship between the Customer and Pol. Politecnico di Milano and are an integral part of the Subscription Agreement.

3. Acceptance

The Customer fully accepts the General Terms and Conditions and the Regulations which must herein be understood as fully referred to and forming part of these General Terms and Conditions and the Subscription Agreement, which he/she has read.

4. Duration

The duration of the Subscription Agreement is indicated in the subscription summary email.

4.1 The subscription entitles the Customer to attend the Sports Centre on the opening days in accordance with the Sports Centre calendar, at the times defined by their type of subscription, and the activities included in the chosen subscription. There is no tacit renewal of the Subscription Agreement.

5. Regulations

5.1 The Regulations are foreseen for the better use and enjoyment of the Sports Centre. The Customer declares that he/she has read and accepted the Regulations and undertakes to observe them scrupulously.

5.2 Therefore, Pol. Politecnico di Milano has the right to amend the Regulations in order to improve them in the interest of the Customer and of all those who use the Sports Centre and to guarantee the safety and health of the Customers, or for operational reasons and to improve the organization and management of the Sports Centre and the services provided.

5.3 The Customer shall be made aware of any amendments to the Regulations in the most appropriate manner according to the circumstances, including via notices displayed at the Sports Centre.

6. Consideration The consideration for the Subscription Agreement is indicated on the website www.sport.polimi.it, on the price list or in the sales quote and must be paid in full in a single advance payment by the Customer upon the signing of the General Terms and Conditions or according to other methods of payment agreed with the representatives of Pol. Politecnico di Milano at the time of signing the Subscription Agreement.

7. Services

7.1 The signing of the General Terms and Conditions and the Subscription Agreement entitles the Customer to attend the Sports Centre on the opening days and at the times defined by their type of subscription, and to take part in the activities included in the chosen subscription, according to the Sports Centre calendar and activity list. It is understood that – once the activity or subscription has expired and/or ended – the Customer shall not be able to use the Sports Centre without having signed a new Contract.

7.2 The Customer may suspend the Subscription by paying the SUSPENSION fee only in the case of the ANNUAL formula, for a minimum of 8 days to a maximum of 6 months, to run consecutively, and only once for each year of the duration of the Subscription. The subscription cannot be refunded under any circumstances. The SUSPENSION fee is personal, non-transferable and can only be purchased at the reception of the sports centre.

7.3 The centre observes the closures shown in the calendar on display. In the event of further unforeseen closures in the Sports Centre calendar, the Customer shall be entitled to an extension of their Subscription for the same period of time as the Sports Centre was out of use. Partial closures of the facility for events or demonstrations will be announced in good time and are not a reason to extend the Subscription.

7.4 Therefore, Pol. Politecnico di Milano reserves the right to replace the instructor of a course or to change the timetable.

7.5 Changes to the course timetables or the instructor or the adaptation to supervening regulations are not grounds for withdrawal from the Subscription Contract.

8. Personalness

8.1 The Subscription Agreement is strictly personal and therefore cannot be transferred in whole or in part to third parties by the Customer, who shall be the only user. In case of violation of this rule, Pol. Politecnico di Milano may temporarily suspend the Subscription Agreement and/or terminate it without having to award and/or repay anything to the Customer. The Customer who allows other persons to access the Sports via his/her personal devices (badge, QR code or other) violates this rule.

8.2 Refunds or vouchers shall not be provided for not having used the Subscription Agreement or the related service. In the event of illness suffered by the Customer, no refunds or special extensions/repeat lessons shall be provided.

9. Certificates and Rules of Conduct

9.1 Upon signing the Subscription Contract and in any case by the date of the first use of the Sports Centre, as well as with each annual deadline, the Customer must present a medical certificate certifying his/her physical fitness to practise non-competitive sports. In the event of

failure to provide this medical certificate and/or failure to renew a medical certificate, Pol. Politecnico di Milano shall not allow the Customer to use the Sports Centre and in any case the Customer shall not be able to participate in courses or use the Sports Centre until he/she has provided Pol. Politecnico di Milano a regular medical certificate attesting his/her physical fitness or renewal thereof, and shall not be entitled to any reimbursement or recovery for the unused period.

9.2 In any case, the Customer guarantees his/her physical fitness to practise non-competitive sports and that he/she does not suffer from any infectious, skin or contagious diseases; should it emerge that the Customer is affected by such diseases, Pol. Politecnico di Milano shall suspend the Customer from using the Sports Centre and courses pending presentation of a certificate of fitness, without the Customer having any right to a refund for the amount paid.

9.3 The Customer's participation in all activities at the Sports Centre must, in any case, be undertaken in compliance with the common rules of prudence and as prescribed in the relative medical certificate. The Customer undertakes to refrain from practising activities that are prohibited or, in any case, advised against by this certificate and/or inappropriate based on the actual circumstances. The Pol. Politecnico di Milano shall not be responsible for any harmful consequences and/or damages deriving from failure to comply with the common rules of prudence and with that prescribed in the relative medical certificate.

9.4 The Customer undertakes to behave in accordance with the rules of decency, respect for other customers and the staff of Polisportiva and to observe the General Terms and Conditions and the Regulations. Pol. Politecnico di Milano shall have the right to deny access and/or terminate the subscription contract without owing anything to the Customer who has breached these commitments, and has the right to reject any future subscription application from the Customer who was found guilty of breaching this article.

10. Parking All wheeled vehicles must be left in the car park outside the Sports Centre. The car park of the Sports Centre is unattended. Therefore, Pol. Politecnico di Milano shall not be liable for damage to and/or theft of the vehicles owned by the Customer and/or any goods these contain.

11. Responsibilities

11.1 The Customer undertakes to guard his/her personal belongings.

11.2 At the Customer's request, safe deposit boxes are available for storing strictly personal effects (i.e. telephone, wallet, identity documents and driving licence, keys) for the duration of the course. The key to the box is delivered to the Customer before the session and the Customer must return it once the session has ended. The Customer shall be responsible for checking that the box is locked.

11.3 The Customer undertakes to keep and monitor the box key during the session.

11.4 The use of these boxes by the Customer and/or the delivery of the related keys to the Customer and/or use of the lockers does not in any case imply delivery of the articles deposited therein and/or their entrustment to Pol. Politecnico di Milano or any related custodian service by the Pol. Politecnico di Milano and therefore the Pol. Politecnico di Milano cannot be held legally responsible for such articles.

11.5 Therefore, Pol. Politecnico di Milano shall not be liable in the event of destruction,

damage, theft or loss of personal items even if left in lockers or boxes.

11.6 Therefore, Pol. Politecnico di Milano shall not be liable towards the Customer for damages deriving from behaviour by the Customer that is contrary to the law and the General Terms and Conditions, the Regulations, the Subscription Agreement or the normal rules of prudence required for the exercise of the activities practised in the Sports Centre and in general from reasons of force majeure or beyond the reasonable control of the Pol. Politecnico di Milano cannot be held legally responsible for such articles.

11.7 Therefore, Pol. Politecnico shall open any locker and/or box that is still occupied at the end of opening hours.

12. Insurance

The Customer acknowledges and accepts that any insurance (for example, against accidents) that Pol. Politecnico di Milano had stipulated include deductibles and/or indemnity limits.

13. Communication

Customer communications shall be made via e-mail to the address given at the time of registration and signing the Subscription Agreement. The Customer shall be responsible for notifying Pol. Politecnico di Milano of any changes to this address.

14. Jurisdiction

For any dispute relating to the interpretation and/or execution of the Subscription Agreement and/or the General Terms and Conditions, the Court of Milan shall have exclusive jurisdiction. *Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer hereby expressly declares that he/she approves the following clauses of the General Terms and Conditions: 3. Acceptance; 5. Regulations; 7. Services; 8. Personalness; 9. Certificates and Rules of Conduct; 10. Parking; 11. Responsibilities; 12 Insurance; 14 Jurisdiction.*