



SPLOŠNI POGOJI POSLOVANJA OMEGA GYM CENTRA

1. Splošni pogoji poslovanja so sestavljeni v skladu z Zakonom o varstvu potrošnikov (ZVPot-1) in Zakonom o varstvu potrošnikov pred nepoštenimi poslovnimi praksami (ZVPNPP). Fitnes center Omega gym (v nadaljevanju »fitnes«) upravlja podjetje Omega gym d.o.o., Cesta ob Sori 7, 1215 Medvode.
Splošni pogoji poslovanja Omega gym so del članske pogodbe in veljajo za vse pogodbe podjetja Omega gym d.o.o sklenjene med člani in podjetjem, v kolikor to ni drugače dogovorjeno v pisni obliki. Kakršnikoli drugi ustni dogovori ne veljajo.

2. Ob vpisu v fitnes se obiskovalec zavezuje, da:
 - je seznanjen s splošnimi pogoji poslovanja (na voljo na recepciji in na spletni strani fitnesa),
 - je seznanjen z dokumentom o varovanju osebnih podatkov »Pravilnik o zasebnosti Omega gym« (na voljo na recepciji in na spletni strani fitnesa),
 - bo upošteval hišni red »hišni red Omega gym« (objavljen v prostorih fitnesa, na voljo na recepciji in na spletni strani fitnesa).

Pravni odnosi, ki izhajajo iz pogodbe o članstvu, vključno s splošnimi pogoji poslovanja, se urejajo skladno s pravnim redom Republike Slovenije. Vpisnine v Omega gym ne zaračunavamo. Plačati je treba samo izbrani članski program (enkratni obisk, mesečna karta, poletna, letna karta).

3. Ob predložitvi članske izkaznice Omega gym, je članu omogočeno neomejeno število obiskov v Omega gym v času obratovanja fitnesa glede na vrsto kupljene karte / pogodbe. S pogodbeno vezavo se član zavezuje izpolnjevati svoje pogodbene obveznosti.
4. Za osebe, ki še niso dopolnile 18 let je članstvo v klubu možno samo s podpisanim soglasjem staršev ali skrbnikov. Osebam mlajšim od 14 let ni dovoljeno zadrževanje tako v fitnesu kot tudi v dvorani za vodene vadbe (razen v primeru vodenih vadb za otroke), osebe med 14 do 16. letom starosti lahko vadijo v spremstvu staršev ali trenerja,
Osebe med 16. in 18. letom starosti lahko vadijo pod pogojem, da starši izpolnijo in podpišejo vpisni list (osebno na recepciji Omega gym).
5. Dostop domačim živalim je dovoljen.
6. Koriščenje fitnes prostorov je možno vse dni v letu v obratovalnem času fitnesa, razen ob praznikih. Omega gym si pridržuje pravico do spremembe urnika vadb brez predhodne najave.



7. Če član sklene pogodbo med trajanjem koledarskega meseca, je za obdobje od sklenitve pogodbe do konca istega koledarskega meseca, v katerem je bila članska pogodba sklenjena, dolžan poravnati sorazmeren del izbrane vadnine, katero poravna ob podpisu članske pogodbe na recepciji. Tudi v primeru, ko član uslug fitnesa ne koristi, je dolžan mesečno vadnino plačevati do konca trajanja vezave. Član je obvezan, da ob dogovorjenem datumu nakazovanja zneska s tekočega računa zagotovi kritje računa. V primeru, da nakazilo zaradi nekritja računa ni možno, član nosi dodatne stroške, ki so nastali zaradi tega.
8. Člansko izkaznico in usluge, izhajajoče iz članstva po članski pogodbi, lahko uporablja le oseba, ki je navedena na prvi strani te pogodbe in na katero se glasi članstvo. Članstvo ni prenosljivo. Član se zaveže, da bo člansko kartico koristil le v osebne namene in je ne bo posojal tretjim osebam. Član je obvezan varno shranjevati člansko kartico. V primeru izgube članske kartice mora član nemudoma izgubo prijaviti klubu, po prijavi izgubi kartice se poslovanje s kartico ustavi in prekliče. S trenutkom preklica veljavnosti članske kartice se člana tudi razveže odgovornosti rizika zlorabe uporabe (npr. zaradi tretje osebe). Član lahko spremeni karto na recepciji ob predložitvi osebne dokumenta ali po telefonu. V primeru izgube ali poškodbe članske kartice je potrebno za nadomestitev članske kartice plačati znesek po veljavnem ceniku.
9. Član izjavlja, da je seznanjen s splošnimi pogoji in hišnim redom, ter ga kot takega sprejema. Pri posebej hudih kršitvah splošnih pogojev in hišnega reda, na primer napadih, grožnjah, žalitvah, spolnem nadlegovanju, tatvini itd., lahko Omega gym prepreči članu dostop do svojih prostorov že ob prvi kršitvi za čas celotnega trajanja članske pogodbe. Take kršitve pogodbe se štejejo za hujše kršitve in Omega gym lahko v takem primeru takoj odpove pogodbo članu brez odpovednega roka skladno s točko 18. teh splošnih pogojev poslovanja. V kolikor član plača vadnino vnaprej za 12 mesecev, v primeru odpovedi članske pogodbe po tej točki ni upravičen, do vračila že vplačanih zneskov.
10. Omega gym ne odgovarja za telesne in zdravstvene poškodbe člana ali poškodbe stvari, ki so nastale zaradi nepravilne uporabe naprav in predmetov v fitness studiu s strani člana. Član je dolžan s stvarmi in predmeti v Omega gym ravnati previdno in v skladu z navodili na napravah, splošnimi pogoji, hišnim redom in navodili osebja Omega gym. V primeru iz naklepa ali malomarnosti povzročene škode, nosi stroške popravila, naprav ali stvari, tisti, ki je škodo povzročil. Take kršitve pogodbe štejejo za hujše kršitve in Omega gym lahko v takem primeru takoj odpove pogodbo članu brez odpovednega roka skladno s točko 18. teh splošnih pogojev poslovanja.
11. Članom je prepovedano kajenje, uživanje alkoholnih pijač ali narkotikov (mamil) v prostorih kluba. V prostore centra je članom prepovedan vnos zdravil, ki se izdajajo samo na zdravniški recept ali drugih podobnih snovi, ki niso namenjene osebni uporabi člana, kateremu jih je predpisal zdravnik in bi lahko vplivali na večjo telesno zmogljivost člana (npr. anaboliki). V enaki meri je članu prepovedano, da tovrstna sredstva ponuja, posreduje ali prepusti tretjim, proti plačilu ali brez, ali jim kako



drugače omogoči dostop do le-teh. V primeru kršitve tega določila je Omega gym d.o.o. upravičen, da s takojšnjo veljavo odpove člansko pogodbo in od člana zahteva odškodnino v višini povzročene škode.

12. Mesečna vavnina in druge mesečne obveznosti člana zapadejo in se plačujejo mesečno oziroma za obdobje 3, 6 ali 12 mesecev in na način, kot je določen v članski pogodbi oziroma v Splošnih pogojih poslovanja.
13. Član je upravičen do uporabe vseh storitev Omega gym samo v primeru, da plačano vavnino in druge obveznosti po članski pogodbi ob zapadlosti.
14. V primeru neplačevanja obveznosti po članski pogodbi si Omega gym pridržuje pravico poslati opomin članu. Neplačevanje vavnin ali drugih obveznosti po članski pogodbi se šteje kot hujša kršitev članske pogodbe. Za vsak opomin se članu zaračunajo stroški opomina, ki ne presegajo dejanskih stroškov izdelave in pošiljanja opomina, hkrati pa tudi ne višine 2 zamudnih obresti. V primeru zamude plačila obveznosti po članski pogodbi je član dolžan plačati zakonske zamudne obresti od zapadlosti posameznega dolgovanega zneska dalje po plačilu. Član je dolžan Omega gym povrniti vse bančne stroške, ki bi dejansko nastali v primeru, ko direktna obremenitev transakcijskega računa člana zaradi pomankanja sredstev na njem ne bo mogoča.
15. Ne glede na morebiten namen plačila je izrecno dogovorjeno, da se s plačili prejetimi s strani člana, najprej odplačajo stroški, nato obresti in končno glavnica.
16. Spremembe naslova člana in podatkov o banki člana je treba nemudoma sporočiti Omega gym v pisni obliki (elektronsko sporočilo ali papir), ali ustno na recepciji.
17. Če član s plačilom dogovorjenih vavnin ali drugih obveznosti po članski pogodbi zamudi za najmanj 6 tednov in če je bil članu poslan opomin s postavljenim dodatnim rokom dveh tednov za plačilo, član pa kljub temu svojih obveznosti ne poravnava, se šteje, da je član v zamudi s plačilom, zaradi česar lahko Omega gym odstopi od članske pogodbe in pri čemer takoj zapadejo v plačilo vsi še preostali zneski obveznosti po članski pogodbi (odškodnina) do prvega naslednjega možnega datuma izteka pogodbe o članstvu, to je do izteka obdobja 2 mesecev, za katerega je bila pogodba sklenjena. V vsakem primeru je Omega gym zaradi neplačil vavnin ali drugih obveznosti po članski pogodbi upravičen odpovedati članu uporabo storitev po članski pogodbi do plačila celotnih neplačanih obveznosti.
18. V Omega gym je nameščen videonadzor z ustreznim obvestilom, ki pomaga zagotavljanje najboljših možnih pogojev uporabe prostorov fitnesa, varnosti članov, varovanju osebne lastnine in varovanju prostorov fitnesa.
19. Član izrecno pristaja in je seznanjen, da zaradi manjših omejitev uporabe storitev po članski pogodbi (kot na primer okvara posamezne fitnes naprave in pripomočkov, zasedenost posamezne fitnes naprave oziroma pripomočka ali savne in podobno) ne more predčasno odpovedati članske pogodbe in da nima iz tega razloga pravice zahtevati odškodnine od Omega gym.



20. Omega gym si pridržuje pravico, da zaradi pomembnih razlogov na strani člana kadar koli odstopi od te pogodbe brez odpovednega roka. Takšni razlogi so predvsem: a) hujše kršitve članske pogodbe, splošnih pogojev poslovanja ali hišnega reda, kot so navedeni v pogodbi, splošnih pogojih poslovanja in hišnem redu, b) namerna zloraba članske izkaznice s strani člana, c) storitev kaznivega dejanja (kazniva dejanja zoper življenja in telesa, kazniva dejanja zoper časti in dobrega imena, kazniva dejanja zoper spolne nedotakljivosti, kazniva dejanja zoper človekovega zdravja, kazniva dejanja zoper premoženje, kazniva dejanja zoper gospodarstva in zoper pravni promet, kazniva dejanja zoper javni red in mir ter zoper splošne varnosti ljudi in premoženja) ali prekrška (prekrške s področij proizvodnje in prometa s prepovedanimi drogami, omejevanja uporabe tobačnih izdelkov, nalezljive bolezni, eksploziv in pirotehničnih sredstev, orožja, varstva javnega reda in miru) proti Omega gym, drugemu članu ali zaposlenemu v Omega gym. V primeru odstopa po tem členu, član izrecno soglaša, da bo poravnal fines studiu Omega gym odškodnino v višini vavnine do naslednjega možnega datuma prenehanja te članske pogodbe, to je do izteka obdobja 12 mesecev, za katero je bila pogodba sklenjena.
21. V primeru sledečih kršitev ima član pravico, da kadarkoli odstopi od te pogodbe brez odpovednega roka: a) če mu Omega gym ne omogoča koriščenja uslug in storitev fitnesa pet dni zaporedoma brez utemeljenega razloga. Utemeljeni razlog je na primer: zaprtje fitnesa zaradi praznikov in dela prostih dni, zaradi naravne nesreče ali višje sile, zaradi ukrepov javnih organov, ... b) storitev kaznivega dejanja (kaznivega dejanja zoper življenja in telesa kazniva dejanja zoper javni red in mir ter zoper splošne varnosti ljudi in premoženja) ali prekrške (prekrške s področij proizvodnje in prometa s prepovedanimi drogami, omejevanja uporabe tobačnih izdelkov, nalezljivih bolezni) proti članu, ali zaposlenega v Omega gym. V primeru odstopa od pogodbe po tem členu je član dolžan poravnati vse svoje obveznosti do dneva odstopa, kot na primer sorazmerni del vavnine za mesec, v katerem je podal odstopno izjavo. Član v primeru odstopa po tem členu ni dolžan plačevati vavnino do izteka obdobja 12 mesecev, za katero je bila pogodba sklenjena.
22. Član ni vedno ob vsakem času upravičen do uporabe vseh delov opreme Omega gym, kot na primer, če drug član uporablja fitnes napravo, če je fitnes naprava v okvari, ali če so garderobne omarice zasedene. Zaradi tega član ne more zahtevati vračila vavnine in nima odškodninskih zahtevkov do Omega gym.
23. Članska pogodba daje članu pravico do proste uporabe vseh naprav za vadbo in pravico, skladno s sklenjeni paketom vavnine in skladno s hišnim redom in navodili, objavljanimi v Omega gym. To velja za navedene odpiralne čase ter skladno s splošnimi pogoji in hišnim redom.
24. Garderobne omarice vadbenega centra, lahko člani koristijo samo v času uporabe vadbenih prostorov. Član mora po končani vadbi izprazniti garderobno omarico in jo pustiti odklenjeno. V kolikor član tega ne upošteva, si Omega gym pridržuje pravico do odprtja in izpraznitve omarice. Garderobne omarice vadbenega centra, so namenjene začasnemu hranjenju oblačil. Omega gym v nobenem primeru ne prevzema kakršnekoli odgovornosti za krajo ali poškodbo stvari, ki se nahajajo v



garderobni omarici. Za izgubo oblačil ali vrednih predmetov center ne prevzema nobenega jamstva.

25. Član je seznanjen z dejstvom, da je Omega gym zaradi varnosti in zaradi varovanja lastnine članov, postavil kamere za videonadzor. Člana na to opozarja tudi obvestilo na vhodu v prostor.
26. Omega gym je upravičen, da prispevek za članarino dvigne sorazmerno z dvigom DDV in o tem bo člane pisno obvestil. Povišanje članarine bo veljalo od dneva sporočila o povišanju DDV s prvim dnevom naslednjega meseca. Omega gym je upravičen do uskladitve višine vadbine in drugih članskih obveznosti z indeksom rasti življenjskih potrebščin v Republiki Sloveniji.
27. Član je v primeru omogočanja nezakonitega vstopa v prostor tretji osebi dolžan plačati kazen v višini 200€.
28. V primeru namerne poškodbe opreme je član dolžan povrniti škodo v višini od 500€ do 3000€, odvisno od zneska potrebnega za popravilo.
29. Omega gym se zavezuje k trajnemu varovanju vseh osebnih podatkov pred izgubo, zlorabo ali nepooblaščenim dostopom v skladu z Zakonom o varstvu osebnih podatkov (ZVOP-2). Varovanje zasebnosti v fitnessu ureja dokument »Pravilnik o zasebnosti Omega gym«, ki je na voljo na recepciji Omega gym in na spletni strani Omega gym.
30. Članarina ne zajema uporabe dodatno ponujenih produktov ali storitev. Dodatne storitve se zaračunavajo ločeno po ceniku. V primeru zakasnitve plačila se članu lahko pošlje opomin na plačilo, pri čemer nastanejo stroški opomina v višini, ki je določena v Zakonu o varstvu potrošnikov. Tako nastale stroške je dolžna pokriti članica/član. V kolikor član zamuja s plačilom obveznosti po članski pogodbi, je dolžan plačati zakonske zamudne obresti od zapadlosti posameznega dolgovanega zneska do plačila. Ne glede na namembnost plačila se izrecno dogovori, da se plačila najprej knjižijo na stroške, potem na obresti in nato na glavno zahtevo. V primeru, da član s plačilom zamuja več kot 4 tedne in je bil glede neplačanih stroškov obveščen ali opozorjen preko elektronske pošte oz. preko navadne pošte na naslov, ki je naveden na pristopni izjavi, se do poravnania celotnega zneska dolga lahko prepove naslednji termin uporabe kluba. Stroške, nastale do tistega trenutka, je potrebno takoj poravnati v celoti. V primeru izostalih plačil, ima Omega gym pravico, da člana do plačila celotnega dolga, izključi do nadaljnje uporabe prostorov, naprav in storitev centra.
31. Neizkoriščene storitve zapadejo tako, da neizkoriščene storitve določenega dne ni mogoče prenesti na druge dni.
32. Članska pogodba lahko miruje v kolikor za to obstojijo utemeljeni razlogi in sicer v primeru nosečnosti ali bolezni nad 30 dni. Član lahko zaprosi za mirovanje članske pogodbe s sporočilom oz. s posebnim obrazcem, ki ga pošlje na elektronski naslov info@omega-gym.si, katerega dobi na recepciji Omega gym. Član mora ob podpisu



obrazca za mirovanje članstva predložiti ustrezno zdravniško potrdilo, ki ga je izdal zdravnik.

33. Dodatni ustni dogovori ali drugi dogovori k pogodbi članstva ne veljajo.
34. Pravni odnosi, ki izhajajo iz pogodbe o članstvu, vključno s Splošnimi pogoji poslovanja, se urejajo s pravnim redom Republike Slovenije.
35. Omega gym si pridržuje pravico do enostranske spremembe ali dopolnitve določil Splošnih pogojev poslovanja ki morajo biti v skladu s 23. In 24. Čl. ZVPot-1, v nasprotnem primeru ima potrošnik pravico, da od pogodbe odstopi in da se mu vrne sorazmerni del plačane kupnine. Sprememba ali dopolnitev splošnih pogojev poslovanja je veljavna z dnem objave novega popolnega izvoda Splošnih pogojev poslovanja v prostorih Omega gym. V primerih bistvenih sprememb splošnih pogojev (kot so: višja cena storitve,...), član lahko odstopi od te pogodbe s prvim dnevom naslednjega meseca po uveljavitvi sprememb splošnih pogojev.
36. Z vročitvijo po članski pogodbi se razume vročitev članu na naslov, ki ga je naslovnik navedel v pogodbi (naslov stalnega ali začasnega prebivališča). V primeru, da član ne prevzame priporočeno poslanega dokumenta ali da zavrne sprejem, nastopi fikcija vročitve poštne pošiljke. Če član s svojim dejanjem ali opustitvijo prepreči vročitev dokumenta in dokument vrne pošiljatelju kot nevročen, posledice vročitve nastanejo na dan, ko je dokument oziroma pošiljka vrnjena. Posledice vročitve nastanejo tudi takrat, ko član zavrne prevzem dokumenta, in sicer z dnem vračila le-tega.
37. Neveljavnost posamezne določbe te pogodbe ne bo ogrozila veljavnosti ostalih določb članske pogodbe, ki še naprej ostanejo v veljavi.
38. Omega gym in član se dogovorita, da bosta poskušala vse spore te članske pogodbe reševati sporazumno. V kolikor sporazumna rešitev spora ne bo mogoča, za vse spore iz te pogodbe in pogodbenega odnosa dogovorita pristojnost stvarno pristojnega sodišča v Ljubljani.

Za te Splošne pogoje poslovanja in za vse spore med izvajalcem in članom velja in se uporablja slovensko materialno in procesno pravo, pri čemer se ne uporabljajo pravila mednarodnega zasebnega prava, ki bi dokazovala na uporabo kateregakoli drugega prava.

Za vsa razmerja ter za pravice in obveznosti, ki niso urejene s temi Splošnimi pogoji poslovanja, se smiselno uporabljajo določila Obligacijskega zakonika, Zakona o varstvu osebnih podatkov ZVOP-2 in Zakona o varstvu potrošnikov ZVPot-1.

S svojim podpisom na Pristopni izjavi podjetja Omega gym član izjavlja, da so mu Splošni pogoji podjetja Omega gym bili izročeni oz. mu je bil omogočen dostop do njih v elektronski obliki, skupaj s kopijo podpisane Pristopne izjave oz. potrditvenega elektronskega sporočila. Član s svojim podpisom na Pristopni izjavi oz. z oddajo spletnega obrazca izjavlja, da so mu pogoji jasni ter da se z njimi strinja.

Želimo vam prijetno treniranje in se vam zahvaljujemo za zaupanje.

DIREKTOR OMEGA GYM



Primož Likar

MEDVODE, 1.3.2023



GENERAL TERMS AND CONDITIONS OF THE OMEGA GYM CENTER

1. The general terms and conditions of business are drawn up in accordance with the Consumer Protection Act (ZVPot-1) and the Consumer Protection Against Unfair Business Practices Act (ZVPNPP). Fitness center Omega gym (hereinafter "fitness") is managed by Omega gym d.o.o., Cesta ob Sori 7, 1215 Medvode. Omega gym's general terms and conditions are part of the membership agreement and apply to all Omega gym d.o.o. contracts concluded between members and the company, unless otherwise agreed in writing. Any other oral agreements shall not apply.
2. When enrolling in the fitness center, the visitor undertakes to:
 - is familiar with the general terms and conditions of business (available at the reception and on the fitness website),
 - is familiar with the personal data protection document "Privacy Policy Omega gym" (available at the reception and on the fitness website),
 - will follow the "Omega gym house rules" (published in the fitness room, available at the reception and on the fitness website).

Legal relations arising from the membership agreement, including the general terms and conditions of business, are regulated in accordance with the legal order of the Republic of Slovenia.

We do not charge a registration fee for Omega gym. You only have to pay for the selected membership program (single visit, monthly ticket, summer, annual ticket).

3. Upon presentation of the Omega gym membership card, the member is entitled to an unlimited number of visits to the Omega gym during the fitness period, depending on the type of ticket/contract purchased. By entering into a contract, the member undertakes to fulfill his contractual obligations.
4. For persons under 18 years of age, membership in the club is only possible with the signed consent of parents or guardians. Persons under the age of 14 are not allowed to stay in the fitness center or in the hall for guided exercises (except in the case of guided exercises for children), persons between the ages of 14 and 16 can exercise accompanied by their parents or a trainer. Persons between the ages of 16 and 18 can exercise provided that their parents fill out and sign the registration form (in person at the Omega gym reception).
5. Access to domestic animals is allowed.



6. The use of the fitness facilities is possible every day of the year during the operating hours of the fitness center, except on holidays. Omega gym reserves the right to change the training schedule without prior notice.
7. If a member concludes a contract during the duration of a calendar month, for the period from the conclusion of the contract to the end of the same calendar month in which the membership contract was concluded, he is obliged to pay a proportionate part of the selected lesson fee, which he pays when signing the membership contract at the reception. Even if the member does not use the fitness services, he is obliged to pay the monthly training fee until the end of the membership period. The member is obliged to cover the account on the agreed date of transferring the amount from the current account. In the event that the transfer is not possible due to non-payment of the account, the member bears the additional costs incurred as a result.
8. The membership card and services derived from membership according to the membership contract may only be used by the person listed on the first page of this contract and to whom the membership is addressed. Membership is not transferable. The member undertakes to use the membership card only for personal purposes and not to lend it to third parties. The member is obliged to keep the membership card safe. In the case of loss of the membership card, the member must immediately report the loss to the club, after the loss of the card is reported, business with the card is stopped and cancelled. When the membership card is revoked, the member is released from responsibility for the risk of misuse (e.g. by a third party). The member can change the card at the reception upon presentation of an identity document or by phone. In case of loss or damage of the membership card, it is necessary to pay the amount according to the valid price list to replace the membership card.
9. The member declares that he is familiar with the general conditions and house rules, and accepts them as such. In case of particularly serious violations of the general conditions and house rules, for example attacks, threats, insults, sexual harassment, theft, etc., Omega gym can prevent the member has access to his premises already at the first violation for the entire duration of the membership contract. Such violations of the contract are considered serious violations and in such a case Omega gym can immediately terminate the contract with the member without a notice period in accordance with point 18 of these general terms and conditions of business. If the member pays the training fee in advance for 12 months, in case of cancellation of the membership contract after this point, he is not entitled to a refund of the amounts already paid.
10. Omega gym is not responsible for physical and health injuries to the member or damage to property caused by the improper use of devices and objects in the fitness studio by the member. The member is obliged to handle things and objects in the Omega gym carefully and in accordance with the instructions on the devices, the general conditions, the house rules and the instructions of the Omega gym staff. In case of intentional or negligent damage, the person who caused the damage bears the costs of repair, devices or things. Such violations of the contract are considered serious violations and in such a case Omega gym can immediately terminate the contract with the member without a notice period in accordance with point 18 of these general terms and conditions of business.



11. Members are prohibited from smoking, consuming alcoholic beverages or narcotics (drugs) in the club premises. It is forbidden for members to bring into the premises of the center drugs that are issued only on a doctor's prescription or other similar substances that are not intended for the personal use of the member, to whom they have been prescribed by a doctor and that could affect the member's greater physical performance (e.g. anabolics). To the same extent, the member is prohibited from offering, passing on or leaving such resources to third parties, against payment or without payment, or in any other way giving them access to them. In case of violation of this provision, Omega gym d.o.o. entitled to terminate the membership contract with immediate effect and to demand compensation from the member in the amount of the damage caused.
12. The monthly training fee and other monthly obligations of the member are due and payable monthly or for a period of 3, 6 or 12 months and in the manner specified in the membership contract or in the General Terms and Conditions.
13. The member is entitled to use all Omega gym services only if the training fee and other obligations under the membership contract are paid when due.
14. In case of non-payment of obligations under the membership contract, Omega gym reserves the right to send a reminder to the member. Failure to pay training fees or other obligations under the membership agreement is considered a serious breach of the membership agreement. For each reminder, the member is charged the reminder costs, which do not exceed the actual costs of creating and sending the reminder, but also not exceeding the amount of 2 late interest. In the event of late payment of obligations under the membership agreement, the member is obliged to pay statutory default interest from the due date of the individual owed amount onwards after payment. The member is obliged to reimburse Omega gym for all bank charges that would actually be incurred in the event that direct debiting of the member's transaction account is not possible due to a lack of funds on it.
15. Regardless of the possible purpose of the payment, it is expressly agreed that with the payments received by the member, first the costs are repaid, then the interest and finally the principal.
16. Changes to the member's address and bank details must be immediately reported to Omega gym in writing (e-mail or paper) or verbally at the reception.
17. If the member is late in paying the agreed training fees or other obligations under the membership contract for at least 6 weeks, and if the member has been sent a reminder with an additional deadline of two weeks for payment, and the member nevertheless does not settle his obligations, it is considered that the member in default of payment, as a result of which Omega gym can withdraw from the membership contract and in which case all remaining amounts of obligations under the membership contract (compensation) are due immediately until the next possible expiry date of the membership contract, i.e. until the end of the period of 2 months, for which the contract was concluded. In any case, due to non-payment of training fees or other obligations under the membership contract, Omega gym is entitled to cancel the member's use of the services under the membership contract until payment of all unpaid obligations.



18. Video surveillance is installed in the Omega gym with appropriate notification, which helps ensure the best possible conditions for the use of the fitness facilities, the safety of members, the protection of personal property and the security of the fitness facilities.
19. The member expressly agrees and is aware that due to minor restrictions on the use of services under the membership contract (such as failure of individual fitness equipment and accessories, occupancy of individual fitness equipment or equipment or sauna, etc.) he cannot cancel the membership contract early and that he does not have for this reason, the right to claim compensation from Omega gym.
20. Omega gym reserves the right to withdraw from this contract at any time without notice due to important reasons on the part of the member. Such reasons are mainly:
 - a) serious violations of the membership contract, general business conditions or house rules, as stated in the contract, general business conditions and house rules,
 - b) intentional misuse of the membership card by the member, c) service of a criminal offense (criminal acts against lives and bodies, crimes against honor and good name, crimes against sexual integrity, crimes against human health, crimes against property, crimes against businesses and legal traffic, crimes against public order and peace and against general security people and property) or a misdemeanor (offences in the areas of production and trafficking of illegal drugs, restrictions on the use of tobacco products, infectious diseases, explosives and pyrotechnics, weapons, protection of public order and peace) against Omega gym, another member or employee of Omega gym. In the event of withdrawal under this article, the member expressly agrees to pay fines studio Omega gym compensation in the amount of the training fee until the next possible termination date of this membership contract, i.e. until the end of the 12-month period for which the contract was concluded.
21. In the event of the following violations, the member has the right to withdraw from this contract at any time without a notice period:
 - a) if Omega gym does not allow him to use the fitness services for five consecutive days without a valid reason. A justified reason is, for example: closure of the fitness center due to holidays and work days off, due to a natural disaster or force majeure, due to actions of public authorities, ...
 - b) service of a criminal offense (criminal offenses against life and limb, crimes against public order and peace and against general safety of people and property) or misdemeanors (misdemeanors in the areas of production and trafficking of illicit drugs, restrictions on the use of tobacco products, infectious diseases) against a member or employee of Omega gym. In case of withdrawal from the contract according to this article, the member is obliged to settle all his obligations until the day of withdrawal, such as the proportional part of the training fee for the month in which he submitted the resignation statement. In case of resignation, the member is not obliged to pay the training fee until the end of the period of 12 months for which the contract was concluded.
22. A member is not always entitled to use all parts of the Omega gym equipment at all times, such as if another member is using the fitness equipment, if the fitness equipment is broken, or if the lockers are occupied. As a result, the member cannot request a refund of the training fee and has no compensation claims against Omega gym.



23. The membership agreement gives the member the right to free use of all exercise equipment and the right, in accordance with the concluded exercise package and in accordance with the house rules and instructions published in Omega gym. This applies to the stated opening hours and in accordance with the general conditions and house rules.
24. The lockers of the training center can be used by members only during the use of the training facilities. After the workout, the member must empty the locker and leave it unlocked. If the member does not follow this, you are Omega gym. reserves the right to open and empty the locker. The wardrobes of the training center are intended for temporary storage of clothes. Under no circumstances does Omega gym assume any responsibility for theft or damage to items in the locker. The center does not take any responsibility for the loss of clothing or valuables.
25. The member is aware of the fact that Omega gym has installed video surveillance cameras for security and to protect members' property. The member is also reminded of this by a notice at the entrance to the room.
26. Omega gym is entitled to increase the membership fee in proportion to the increase in VAT and will notify members of this in writing. The membership fee increase will be effective from the date of the VAT increase notification to the first day of the following month. Omega gym is entitled to adjust the amount of training fees and other membership obligations to the index of growth of consumer goods in the Republic of Slovenia.
27. In case of illegal entry into the premises, the member is obliged to pay a fine of €200.
28. In case of intentional damage to the equipment, the member is obliged to compensate the damage in the amount of €500 to €3000, depending on the amount needed for the repair.
29. Omega gym undertakes to permanently protect all personal data against loss, misuse or unauthorized access in accordance with the Personal Data Protection Act (ZVOP-2). The protection of privacy in the fitness center is governed by the "Omega gym Privacy Policy", which is available at the Omega gym reception and on the Omega gym website.
30. The membership fee does not cover the use of additionally offered products or services. Additional services are billed separately according to the price list. In case of late payment, the member may be sent a payment reminder, incurring reminder costs in the amount specified in the Consumer Protection Act. The member is obliged to cover the costs incurred in this way. If the member is late in paying the obligations under the membership contract, he is obliged to pay the legal default interest from the due date of the individual owed amount until payment. Regardless of the purpose of the payment, it is expressly agreed that payments are first posted to costs, then to interest and then to the main claim. In the event that the member is more than 4 weeks late with the payment and has been informed or warned about the unpaid costs via e-mail or via ordinary mail to the address indicated on the declaration of accession, the next term of use of the club may be prohibited until the full amount of



the debt is settled. The costs incurred up to that moment must be paid in full immediately. In case of missed payments, Omega gym has the right to exclude the member from further use of the premises, equipment and services of the center until payment of the entire debt.

31. Unused services expire in such a way that unused services on a given day cannot be transferred to other days.
32. The membership contract can be suspended if there are valid reasons for this, namely in the case of pregnancy or illness for more than 30 days. A member can request suspension of the membership contract by sending a message or with a special form sent to the email address info@omega-gym.si, which can be obtained at the Omega gym reception. When signing the suspension of membership form, the member must submit an appropriate medical certificate issued by a doctor.
33. Additional oral agreements or other agreements to the membership contract do not apply.
34. Legal relations arising from the membership agreement, including the General Terms and Conditions, are governed by the legal order of the Republic of Slovenia.
35. Omega gym reserves the right to unilaterally change or supplement the provisions of the General Terms and Conditions, which must be in accordance with Articles 23 and 24. ZVPot-1, otherwise the consumer has the right to withdraw from the contract and to have a proportional part of the purchase price paid back. The amendment or addition to the general terms and conditions of business is valid from the date of publication of a new complete copy of the General Terms and Conditions of business in the premises of Omega gym. In cases of significant changes to the general terms and conditions (such as: a higher price of the service,...), the member may withdraw from this contract on the first day of the following month after the changes to the general terms and conditions take effect.
36. Service according to the membership contract means service to the member at the address specified by the addressee in the contract (address of permanent or temporary residence). In the event that the member does not pick up the document sent by registered mail or refuses to accept it, the fiction of delivery of the postal shipment occurs. If the member prevents service of the document by his act or omission and returns the document to the sender as non-returnable, the consequences of service arise on the day the document or shipment is returned. The consequences of service also arise when the member refuses to accept the document, namely on the day of its return.
37. The invalidity of an individual provision of this contract will not jeopardize the validity of the other provisions of the membership contract, which will continue to remain in force.
38. Omega gym and the member agree to try to resolve all disputes of this membership contract amicably. In the event that an amicable settlement of the dispute is not possible, the jurisdiction of the competent court in Ljubljana shall be agreed upon for all disputes arising from this contract and the contractual relationship.



For these General Terms and Conditions and for all disputes between the contractor and the member, Slovenian material and procedural law applies and applies, whereby the rules of international private law that would prove the application of any other law are not applied.

The provisions of the Code of Obligations, the Personal Data Protection Act ZVOP-2 and the Consumer Protection Act ZVPot-1 apply mutatis mutandis to all relationships and rights and obligations not regulated by these General Terms and Conditions.

By signing the Declaration of Access of the Omega gym company, the member declares that the General Terms and Conditions of the Omega gym company have been delivered to him or he was given access to them in electronic form, together with a copy of the signed Declaration of Accession or confirmation email. A member with his signature on the Accession Declaration or by submitting the online form, he declares that the conditions are clear to him and that he agrees with them.

We wish you a pleasant training and thank you for your trust.

DIRECTOR OF OMEGA GYM
Primož Likar

MEDVODE, 1.3.2023