

## Studio operating rules:

These Operating Rules are binding for all persons located in the premises of Studio Anděl Park (hereinafter referred to as the "Studio") operated by AKVAMARÍN BETA s.r.o., with its registered office at: Ve svahu 482/5, 147 00 Praha 4, company ID: 26750104, registered in the Commercial Register administered by the Municipal Court in Prague, file no. C 91362 (hereinafter referred to as the "Operator"). The Studio address is Karla Engliš 3201/6, 150 00 Praha 5. The Operating rules are published in the Studio premises and on the [www.andelpark.cz](http://www.andelpark.cz) website. All users undertake to familiarize themselves with the Operating Rules before entering the Studio and must follow them.

### 1. INTRODUCTORY PROVISIONS

- 1.1 The Studio offers Users the following forms of use; either as a **Participant** of an open lesson, course (hereinafter referred to as "lesson"), provided by the Operator, through its contractors, external Teachers (a schedule of lessons is available on the [www.andelpark.cz](http://www.andelpark.cz) website), or as a **Client** who reserves the entire premises of the Studio for private lessons and also as a **Guest** at private lessons provided directly by the Clients.
- 1.2 A Client shall be understood as any natural entity (employee of the company, contractually using office space within the Anděl Park building) who books the Studio premises for any term within the opening hours, through the reservation system on the [www.andelpark.cz](http://www.andelpark.cz) website.
- 1.3 The opening hours and lesson schedule of the Studio is available on the [www.andelpark.cz](http://www.andelpark.cz) website. The Operator reserves the right to change the lesson schedule and the opening hours of the Studio at any time, or to cancel any of the planned open lessons, which will be announced in advance on the above-mentioned website. At the same time, the Operator reserves the right to change the teacher for a specific open lesson.
- 1.4 The studio is intended for recreational, sporting use, primarily for yoga, Pilates, aerobics or possibly other fitness & wellness exercises.

### 2. STUDIO SAFETY AND EXERCISE RULES

- 2.1 All users of the Studio shall carry out all their sports activities at their own risk and responsibility. Users are not permitted to perform sporting activities in the Studio in the event of illness, injury or other disability for sporting activity or when they are using drugs or other substances that may in any way affect the physical or mental abilities of the user.
- 2.2 Participants taking part in lessons provided by the Operator who confirm their booking by attending the lesson in question declare that they are fully aware of their state of health and are physically and mentally competent to attend the lesson. In the event of any health restrictions, they shall consult the suitability of the exercise with the teacher before starting the lesson. Lesson participants are fully aware and agree that they are using the Studio premises at their own risk and neither the teacher nor the Operator are responsible for any possible injuries.
- 2.3 The teacher's instructions are only suggestions that the Lesson Participants may follow at their discretion. The lesson participants also acknowledge that they may be exposed to physical, mental, or emotional stress during yoga or other exercises. The Operator is not responsible for the deterioration of the Participants' health resulting from excessive load during exercise. Participants are obliged to adjust the intensity and type of exercises to their health and current physical condition, i.e. they shall not perform exercises outside their physical abilities, and interrupt or omit the exercise instead.
- 2.4 The Operator shall not be liable for any injury or property damage to the Participants caused by another Participant or the Teacher during lessons in the Studio area.

- 2.5 While they are present in the Studio, all users (Participants and Guests) are obliged to behave in a manner so as not to restrict or disturb other exercising users and concurrently not to disturb or restrict other tenants in the building.
- 2.6 The operator may refuse all users to enter the Studio premises without a booking or to show them out in the event of aggressive and threatening behaviour, vandalism, or if their behaviour might endanger other Studio users or other tenants in the building or jeopardize the Operator's reputation or possible interests.
- 2.7 All users without exception are absolutely forbidden to enter the Studio under the influence of narcotic drugs and psychotropic substances (including alcohol), and any person found to be under the influence of narcotic drugs will be banned from the Studio by the security guards in such a case.
- 2.8 In the case of exercise lessons organized by the Operator, first aid is provided by the corresponding Studio teacher. First aid treatment is provided both to the Participants in exercise lessons organized by the Operator and to the Clients and their Guests at reception A at the main entrance to the building, which is equipped with a first aid kit and medical supplies in conformity with the currently effective legal regulations.
- 2.9 It is forbidden to smoke, handle open fire, consume alcohol, bring or guide animals into the Studio, as well as in other parts of the building. Furthermore, it is forbidden for all to enter the Studio in inappropriate clothing or shoes, or to behave in contradiction to good manners.
- 2.10 Everyone shall enter the studio barefoot, or wearing clean yoga / sports shoes and in appropriate sportswear. All users are obliged to adapt their sportswear to the principles of personal hygiene and decency. The operator reserves the right to impose conditions requiring suitable clothing and also, at their discretion, to ask those who are not suitably dressed to get changed or leave the Studio. This shall be done by the Teachers acting on behalf of the Operator.
- 2.11 Exercise equipment, mats and music equipment are available free of charge at the Studio. If anyone uses these aids, it is important to always return them to their original position after the exercise. When using the Studio equipment and facilities, users are obliged to treat the aids and equipment with care so as to enable their subsequent use by other clients as well. Each user is obliged to keep order in the Studio and supporting facilities and prevent damage to the Studio equipment. Any participant, Client or Guest shall immediately report any damage or deficiencies to the security guards situated at reception A. Each user is obliged to notify the Operator of the damage through security at reception A as soon as they have become aware of the damage.
- 2.12 There are lockers for storing clothes during exercise in the Studio support facilities. Keys from these lockers are available for users to pick up against a signature at the security guard desk at reception A. Keys from the cabinets can be borrowed no sooner than max. 15 minutes before the actual exercise. When leaving the locker room after finishing the exercise, each user is obliged to empty their locker and leave it locked. If the key is lost or not returned, either before the start of the next exercise or until the end of the operating hours on that day, the locker will be opened and emptied by the security guard, without any entitlement to compensation for the contents. The user is liable for damage incurred by the operator due to their loss of the key, damage to the lock or other misuse. In the event of loss, damage or misuse, the User is obliged to pay the amount of CZK 300 to the Operator at reception as the cost of replacing the lock. It is recommended not to bring valuables such as money, watches, chains, jewellery, mobile phones, tablets, laptops, other electronics, etc. to the Studio area. If personal belongings are stolen or lost, it is necessary to inform the security guard at reception A immediately and contact the Police of the Czech Republic. Late reporting of theft or loss will not be taken into account. Neither the operator nor the building security service shall be held responsible for the loss of personal belongings from the lockers or stored in the Studio or dressing room premises.

### **3 LESSON BOOKING**

- 3.1 Open lessons organized by the Operator may only be attended by a Participant on the basis of a prior booking. The number of participants of each lesson is limited by the size of the room and the type of exercise. The final number of participants for a given lesson shall be ultimately decided by the teacher who leads the lesson.
- 3.2 Participants' bookings for open lessons shall take place online via the [www.andelpark.cz](http://www.andelpark.cz) website, using the booking system.
- 3.3 Open lesson booking is free of charge. Bookings can be made no later than 1 hour before the start of a lesson. Bookings made less than 1 hour before the start of a lesson shall not be considered valid. Attending a lesson without booking is possible, but only if the maximum number of participants set by the teacher is not fully filled up by the participants with a valid booking. However, in such a case, the operator does not guarantee sufficient capacity and free space for lessons for all potential applicants.
- 3.4 If a participant of a lesson with a valid booking fails to appear at the Studio at the time scheduled as the beginning of the lesson, the teacher shall be entitled to cancel the Participant's booking and vacate the place for any other candidates. The teacher is entitled to refuse any Participant to participate in the lesson either in the event of their late arrival, if their place has been filled by another candidate in accordance with the procedure above, and / or in the case of inappropriate clothing, failure to observe the instructions or repeated disturbance of the lesson. Participation in the lessons is voluntary and Participants are free to leave at any time during their lessons.
- 3.5 Studio booking by the Client for private lessons, courses, exercises for which the premises can be used, also take place online on the [www.andelpark.cz](http://www.andelpark.cz) website. The use by the Studio Guests of these privately held events is subject to the same rules as set out in Par. 2.1 - 2.12 above. The Client, who has booked the lesson via the booking system shall be liable for observance of order in the premises of the Studio and supporting facilities, as well as all set rules, and possible compensation for damage caused by Guests of private lessons. The booking system located on the [www.andelpark.cz](http://www.andelpark.cz) website does not serve for booking the Guests' participation at a private lesson. The Guest must confirm their participation in such a lesson, as well as other conditions directly with the organizer - the Client who has booked the premises of the Studio for the given lesson.

#### **4 FINAL PROVISIONS**

- 4.1 The Operator is entitled to unilaterally change or amend the Operating Rules at any time. The changed or amended Operating Rules shall come into effect on the day of their publication in the premises of the Studio and on the [www.andelpark.cz](http://www.andelpark.cz) website.
- 4.2 The current version of the Operating Rules is always posted in the Studio premises or on the [www.andelpark.cz](http://www.andelpark.cz) website.

These Operating Rules are valid and effective from 1<sup>st</sup> October 2019

On behalf of the building administration



Mgr. Petr Klauđa

Cushman & Wakefield s.r.o.