

会則

1. 総則

第1条 (名称)

このクラブの名称は、「エスフォルタ」（以下「本クラブ」といいます。）とします。

第2条 (運営)

本クラブの運営及びその施設管理は、「住友不動産エスフォルタ株式会社」（以下「会社」といいます。）が行います。

第3条 (目的)

本クラブは、会員が本クラブの施設を利用して心身の健康の維持・増進に努めることを手助けするとともに、会員相互の親睦を図ることを目的とし、品位ある健康的なクラブを目指します。

2. 会員

第4条 (会員種類、利用範囲、利用時間等)

(1) 本クラブは会員制とし、会員は入会する際に定められた会員種類で契約し、本クラブのいずれかの店舗に所属するものとします。

(2) 会員種類は、本クラブの店舗ごとに会社がこれを定めるものとします。

(3) 会員による本クラブの施設の利用範囲、利用時間、利用料、所属する店舗以外の店舗の利用の可否及びその条件その他必要事項は会社が別にこれを定めるものとします。

(4) 会員の契約期間は第8条第1項に定める会費支払期間とし、第17条に定める会員資格を喪失した場合を除き、契約期間満了の翌日から同一条件にて自動的に更新されるものとします。

第5条 (会員資格条件)

(1) 会員は、本クラブの目的に賛同し、本会則・会社が別途定めた細則及びその他の運営規則を遵守することに同意し、自己の健康管理能力を有する16歳以上の個人の方（未成年者については親権者の同意を必要とするものとします。この場合は、親権者は会則に基づく責任を本人と連帯して負うものとします。）で、次の各号のすべてに該当し、かつ会社が審査の上承認した方とします。

- ①医者から運動を禁止されていない方。
- ②他人に感染するおそれのある疾患（感染症、感染性皮肤病等）に罹患していない方。
- ③入会の際、氏名、生年月日、住所等が記載された本人確認書類を提示できる日本国籍を有する方。又は在留カード、特別永住者証明書を提示できる外国籍を有する方。
- ④暴力団等の反社会的団体に関与していない方。
- ⑤薬物依存等による障害を有していない方。
- ⑥過去に本クラブ及び他社クラブを除名となっていない方。
- ⑦過去に本クラブ及び他社クラブに会員として在籍して、会費等を滞納していない方。
- ⑧次のいずれかに該当し、本クラブが別途定める審査において入会資格が認められ、入会条件に同意した方。
 - ・刺青（ファッションタトゥー）をしている方。
 - ・身体的障害、傷病、高齢等により施設を一人で利用できない方。
 - ・妊娠中の方。

- ・上記の他に会社が条件付きでの入会を求める方。
 - ⑨その他会社が会員として不適当と認める事由のない方。
- (2) 会社はその自由な裁量により入会申込みを承認又は承認しないことができ、その理由を示す必要はないものとします。

第6条 (入会手続)

本クラブに入会を希望する方は、所定の手続きを行い、第5条による会社の承認を得た上で入会金及び前納会費その他別に定める費用等を会社に納入して会員となるものとします。

第7条 (入会金)

- (1) 入会金は、会社が会員種類ごとに別途定める金額とします。
- (2) 入会金は、会社が別に定める方法で納入していただきます。なお、納入済の入会金はいかなる場合においても返還いたしません。

第8条 (会費)

- (1) 会員種類別の会費の金額、会費支払期間、納入期日、納入方法は会社が別に定めるものとします。
- (2) 会員は、利用の有無にかかわらず、前項の会費を支払わなければなりません（滞納分については未払料金と判断し、請求させていただきます。）。
- (3) 納入済の会費は、第16条、第25条の事由による解除の場合を除き、契約残期間に対応した会費を返還するものとします。

第9条 (利用料)

会員種類によっては、前条の会費とは別途、利用料その他レンタル回数券等有料サービスの代金の支払いが必要な場合があります。入会のご案内を十分ご理解の上でお申し込みください。

第10条 (手数料)

入会、休会及び会員種類の変更等会社が別途定める事務手続きについては、事務手数料が発生します。

第11条 (会員種類の変更)

- (1) 会員が会員種類の変更を希望する場合は、契約期間の満了月の前月末日までに本クラブに対し会社指定の様式の届出書で申し出るものとします。
- (2) 変更後の会員種類にかかる入会金が納入済の入会金を上回る場合は、その差額をお支払いいただきます。なお、下回る場合であっても会社は差額の返還いたしません。
- (3) 会員種類の変更に関して、別に定める費用をお支払いいただきます。

第12条 (変更の届出)

会員は、住所、連絡先等入会申込書等の記載事項に変更のあった場合、速やかに本クラブに届け出るものとします。

第13条 (休会・復会)

- (1) 会員が休会を希望する場合は、休会希望月の前月末日までに、本クラブに対し、会社指定の様式の届出書にて申し出るものとします。この場合、会員は会費等について未納分がある場合にはこれを完納し、本クラブが別に定める費用を休会費として支払うことにより休会できるものとします。
- (2) 休会は1ヵ月以上6ヵ月以内とし、予め休会期間を設定します。休会期間の設定は月単位とし、月途中での休会は受け付けられません。

- (3) 休会期間中であっても、会員の本クラブに対する申し出により随時復会することができます。この場合、復会月より所定の月会費をいただきます。
- (4) 休会期間を延長する際は、休会終了月末日までに再度休会手続きをするものとします。
- (5) 前項の届出がない場合には、休会期間満了の翌日から復会したものとします（電話その他の方法による休会期間延長の申し出は、受け付けられません）。

第14条 (会員外利用者)

会社は、特に必要と認めた場合に限り、会員以外の方に本クラブを利用させることができます（以下「会員外利用者」といいます。）。この場合、別途定めた施設利用料金をお支払いいただきます。会員外利用者についても会員と同様に本会則が適用されます。

第15条 (退会)

- (1) 会員が契約期間満了による退会又は契約期間途中の退会を希望する場合は、退会を希望する月の10日まで（休業日の場合は前営業日）に、本クラブに対し会社指定の様式の届出書にて申し出るものとし、会費などの未納分がある場合にはこれを完納するものとします（電話その他の方法による申し出は、受け付けられません。）。但し、転勤・転居・怪我・病気等、会社が止むを得ない事情があると認めた場合に限り、申し出期間経過後であっても別途定める手数料を支払うことで退会手続きを申し受けます。
- (2) 会員は、退会月までの会費を支払うものとし、翌月以降の会費は免除されるものとします。
- (3) 会社は、長期契約に基づいた納入済の会費がある場合は、別途定める算定式に基づき、契約残期間に対応した会費を返還するものとします。この場合、会社は別途定める手数料を徴収できるものとします。

第16条 (会員資格の停止又は除名)

会社は、会員が次の各号のいずれかに該当すると判断した場合には、本クラブの会員資格を停止し又は除名する（以下「処分」といいます。）ことができます。

- ①会費その他の諸支払を滞納したとき。
- ②本クラブの名誉・信用を傷つて又は他の会員に迷惑となる行為があったとき。
- ③本クラブの会則及びその他の諸規則に反したとき。
- ④故意又は重過失により本クラブの施設・設備等を破損したとき。
- ⑤入会にあたり提出した書類に虚偽の記載があったとき。
- ⑥会員が第5条第1項各号のいずれかの条件を満たさなくなったとき。
- ⑦会員としての品位を損なうと認められる非行又は言動のあったとき。
- ⑧本クラブの運営に支障を与えるような行為をしたとき。
- ⑨その他処分を適当とする事情があり、会社が処分を決定したとき。

第17条 (会員資格の喪失)

会員は、次の各号のいずれかに該当したときには会員資格を失います。この場合、会社はレンタル回数券その他有料サービスに係る各種未使用チケットの返金には応じないものとします。

- ①退会
- ②会社による契約解除又は除名
- ③死亡
- ④本クラブ又は施設全部の運営の廃止

第18条（会員資格の譲渡）

- ①会員は、退会前に所定の手続を行い、譲渡を受ける方が会社の指定する期日迄に会社の定める手続を行った場合のみ会員資格を譲渡できます。
- ②会員資格の譲渡に関して、別に定める費用をお支払いいただきます。

第19条（会員証）

- ①本クラブは、会員に対し会員証を発行します。会員は本クラブ及び提携クラブの施設を利用する場合、会員証を係員に提示しなければなりません。
- ②会員証は、記名された本人以外には使用することができず、また譲渡・貸与することもできません。
- ③会員は会員資格を喪失した時は、速やかに会員証を本クラブ内に返還しなければなりません。
- ④会員は、会員証を紛失又は破損した場合は速やかに所定の手続きに従い、本クラブに再発行の申請をするものとします。なお、再発行に関して、別に定める費用をお支払いいただきます。

3. 施設利用

第20条（施設の利用）

- ①会員は、会社が第4条第3項により定めるところに従って、本クラブの諸施設を利用することができます。また、本クラブの指定する提携クラブも利用することができます。但し、この場合、提携クラブの定める利用料をお支払いいただきます。
- ②本クラブ及び提携クラブ内では、本会則その他の規則、規約を遵守し、係員の指示に従っていただきます。
- ③会員は、本クラブ及び提携クラブの利用に際し、各自の責任において健康管理を行うものとします。
- ④本クラブにおいて、スタッフが安全管理・指導に必要な限度で、会員の身体に触れる場合があることを予めご了承ください。

第21条（入場禁止・退場）

- 会社は会員が次の各号のいずれかに該当すると判断した場合は、その会員の本クラブ及び提携クラブへの入場禁止及び退場を命じることができます。
- ①第5条第1項各号のいずれかの条件を満たさなくなったとき。
 - ②第16条により会員資格が停止されたとき。
 - ③第22条各号のいずれかの行為を行ったとき又は行う恐れがあるとき。
 - ④健康状態を害しており運動することが好ましくないとき。
 - ⑤酒気を帯びているとき。
 - ⑥係員の指示に従わないとき。
 - ⑦その他本クラブ及び提携クラブの利用が不適当であるとき。

第22条（禁止事項）

会員は次の各号に掲げる各行為を行ってはなりません。

- ①本クラブの許可なく館内で撮影を行うこと。
- ②本クラブの施設内において物品の売買やパーソナルトレーニング等の営業行為、勧誘行為、金銭の貸貸借、政治活動、署名活動を行うこと。
- ③他の会員やスタッフを誹謗中傷すること。
- ④他の会員やスタッフに対する暴力行為、迷惑行為や威嚇行為。
- ⑤他の会員やスタッフに恐怖を感じさせる行為。
- ⑥他の会員やスタッフに対する待ち伏せ、尾行等不快感を与える行為。
- ⑦スタッフの業務を妨げる行為。
- ⑧他の会員の利用を妨げる行為。

- ⑨痴漢、のぞき、露出、唾を吐く等公序良俗に反する行為。
- ⑩クラブの施設、器具、備品の損壊（落書き等を含むがこれに限らない）、持ち出しをすること。
- ⑪動物等生き物を館内に持ち込むこと。
- ⑫館内での喫煙。
- ⑬酒気を帯びての利用。
- ⑭その他本クラブが会員としてふさわしくないと認める行為。

第23条（営業時間）

営業時間は、本クラブの店舗ごとに会社がこれを定めるものとします。

第24条（休業日）

- ①本クラブの休業日は次の通りとします。
 - ①各店舗の指定する定期休業日
 - ②本クラブの指定する年末年始休業日
 - ③本クラブの指定する夏季休業日
 - ④店舗が入居するビル所有者が指定する全館休館日
 - ⑤本クラブの指定する臨時休業日
- ②前項に定める休業日の他、天災地変、気象現象、施設の改造・補修・点検、行政指導その他やむを得ない事由により通常の営業が不可能又は困難になったと会社が判断した場合は、休業とさせていただきます。なお、休業が毎月1日より末日の1ヵ月の間に合算して15営業日以上にわたる場合を除き、会費その他費用はこれを返還いたしません。

第25条(施設の閉鎖、利用制限)

- ①天災地変、気象現象、施設の改造・補修・点検、行政指導その他やむを得ない事由により通常の営業が不可能又は困難になったと会社が判断した場合は、会社は全部又は一部を閉鎖し、又はその利用範囲若しくは利用時間を制限することができます。
- ②経営上の事情により営業の継続が困難と判断した場合には、会社は本クラブ若しくは施設の全部又は一部の運営を廃止することがあります。
- ③施設の一部が閉鎖又は運営が廃止された場合、会社はその旨を会員に通知し、当該店舗に所属する会員を近隣の本クラブの店舗の所属に変更することができるものとします。
- ④前項の変更を希望しない会員に対しては、施設の一部閉鎖又は運営の廃止日をもって退会したものとします。

第26条（損害賠償）

- ①会員が本クラブ及び提携クラブの諸施設利用中、本クラブ又は提携クラブの責に帰すべき事由以外の事由（会員の持病、器質的障害等を含みます。）により受けた人的、身体的又は物的損害に対して、本クラブは一切損害賠償の責を負いません。
- ②会員は本クラブ及び提携クラブの諸施設利用中、会員自身の責に帰すべき事由により本クラブ及び提携クラブ又は第三者（他の会員を含みます。）に損害を与えた場合は速やかにその賠償の責に任ずるものとします。なお、本クラブに対する一切の金銭債務の不履行について、会員は、完済の日まで年14.6%の割合による遅延損害金を支払うものとします。

第27条（盗難）

会員が本クラブ及び提携クラブの利用に際して生じた盗難については、会社は損害賠償・補償等の責を負いません。また、本クラブに設置されているロッカー等についても会員自身の責任と負担により、これを使用するものとし、会社は、収納物の盗難・毀物その他について損害賠償・補償等の責を負いません。但し、会社の故意又は重過失がある場合はこの限りではありません。

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第28条（紛失物・忘れ物・放置物）

- ①会員が本クラブの利用に際して生じた紛失については、会社は損害賠償・補償等の責を負いません。なお、会社に故意又は重過失がある場合はこの限りではありません。
- ②会社は、本クラブに届けられた忘れ物及び放置物については、当該忘れ物又は放置物について記載した書面を本クラブ内に閲覧に供してから原則として1ヵ月間保管した後、処分します。

4. その他

第29条（契約解除）

- ①会社は、原則として1ヵ月前までに書面にて会員に契約解除を通知の上、会員との契約を解除することができるものとします。
- ②会社は、前項により会員との契約を解除したときは（第16条・第25条の事由により解除した場合を除く）、次の通り解約金を支払うものとします。
 - ①会員資格を取得した日から2年未満・納入済入会金の100%相当額
 - ②会員資格を取得した日から2年以上・納入済入会金の50%相当額
- ③会社は、第1項に基づいて契約を解除したときは（第16条・第25条の事由により解除した場合を除く）、納入済の会費のうち、契約残期間に対応した会費を返還するものとします。

第30条（会費その他の変更）

会社は、本クラブの運営上必要と判断した場合又は経済情勢等の変動に応じて、第4条第2項乃至第4項により定めた事項及び会費、入会金、利用料、諸手続費用その他の費用を変更（新設・廃止を含みます。）することができるものとします。この場合には、会社は変更の内容を変更の効力が生ずる日の1ヵ月前までに会員に告知します。

第31条（告知の方法）

前条に定める告知は、館内掲示、ホームページへの掲示又はその双方の方法によりこれを行います。

第32条（個人情報の取扱い）

会員の個人情報は、会社のプライバシーポリシーページに記載の目的で利用させていただきます。

第33条（細則）

本会則に定めのない事項及び本クラブ運営上必要な事項は、会社がこれを定めます。

第34条（改正）

本会則の改正・変更は、会社が定め、その効力は全ての会員に適用されるものとします。

第35条（合意管轄）

- ①本会則に関する一切の紛争については、東京地方裁判所又は東京簡易裁判所を第一審の専属的合意管轄裁判所とします。
- ②前項の定めは、会員の資格を失った後も効力を有するものとする。

第36条（効力発生日）

本会則は2024年1月1日より適用します。

Club Rules		
General Rules		
Article 1. (Name) The name of the club is “ésforta” (hereinafter referred to as the “Club”).		
Article 2. (Management) The management of the Club and the maintenance of Club facilities are carried out by Sumitomo Fudosan Esforta Co., Ltd. (hereinafter referred to as the “Company”).		
Article 3. (Purpose) The purpose of the Club is to assist the members of the Club in their efforts to maintain/improve their physical and mental health through the use of the Club facilities, while encouraging mutual friendship among members, and aspiring to be a healthy and dignified club.		
Membership		
Article 4. (Types of Membership, Privileges, Hours of Use, etc.) 1. The Club operates on a membership basis, and you shall enter into an agreement with the Club according to the type of membership you choose, and you will be affiliated with one of the centers of the Club. 2. The Company reserves the right to decide which types of membership are available at each of the Club’s centers. 3. The Company reserves the right to decide on the details regarding the use of the Club by members, including areas available for use, hours of use, fees and whether the member can use other centers. 4. The membership agreement shall last for a certain period, for which Club fees shall be paid as determined in Article 8 Section 1, and membership shall be automatically renewed under the same conditions from the day following the day on which the agreement expires, unless membership is lost in accordance with Article 17.		
Article 5. (Member Requirements) 1. A member of the Club shall be an individual aged 16 years or older, who is capable of self-management of health, approves of the objectives of the Club, and agrees to abide by the Club Rules, management regulations and other rules determined by the Company (for minors, the consent of a legal guardian is required, and in such a case, the guardian shall jointly bear the responsibilities arising from the membership agreement with the person entering into such agreement), shall satisfy all of the conditions described in the following paragraphs, and shall have been approved by the Company after consideration. (1) A person who has not been prohibited by a physician to exercise. (2) A person who is not affected by an infectious disease (including infectious skin disease). (3) A Japanese citizen who can present identification containing their name, date of birth, address, etc., at the time of joining the Club, or a Japanese resident with foreign citizenship who can present a Resident Card or a Special Permanent Resident Certificate. (4) A person who is not involved with anti-social forces, such as organized crime syndicates. (5) A person who has no disorders caused by drug dependence, etc. (6) A person who has no history of expulsion from the Club or any other clubs. (7) A person who has no history of being in arrears with club dues, etc., when the person was a member of the Club or other clubs. (8) A person who corresponds to any of the following paragraphs, but has been approved to become a member as a result of an investigation as specified by the Club, and has agreed with the membership requirements. · A person with a fashion tattoo. · A person who needs assistance to use the facility due to a physical disability, injury, disease or age, etc. · A person who is pregnant. · In addition to the previous paragraphs, a person whose membership is granted by the Company with certain conditions. (9) A person for whom the Company has no basis to deny membership.		
2. The Company may approve or disapprove a membership application at its own discretion and is not required to explain why.		
Article 6. (Admission Procedures) If you would like to become a member of the Club, you are expected to follow certain procedures, obtain the approval of the Company as described in Article 5, and make payment to the Company for the admission fee, the prepayment of club dues and other service fees as specified by the Company in order to become a member.		
Article 7. (Admission Fee) 1. The amount of the admission fee shall be determined by the Company according to the type of membership. 2. You need to pay the admission fee using a method determined by the Company. The amount paid as admission fee will not be reimbursed under any circumstances.		
Article 8. (Club Dues) 1. The amount for club dues, payment period, due dates, and method of payment for each type of membership shall each be determined by the Company. 2. Regardless of whether or not a member uses the facilities, a member must pay club dues as described in the previous section (with regard to arrears, an invoice will be sent for the unpaid amount). 3. Paid club dues shall be reimbursed in accordance with the length of the period left in the membership agreement, with the exception of cases where the membership agreement has been cancelled due to reasons described in Articles 16 and 25.		
Article 9. (Rental Fees, etc.) With some types of membership, payment may be required for the use of some equipment and services, etc. in addition to the club dues mentioned in the previous article. Please familiarize yourself with the rules at the time of joining the Club.		
Article 10. (Administration Fees) When you join the Club, put your membership on hold, or require other administrative procedures to be carried out as required by the Company, including changing types of membership, you will be required to pay an administration fee.		
Article 11. (Changing Membership Type) 1. When a member wants to change membership type, the member must submit the request to the Club using the form designated by the Company before the end of the month that is one month prior to the expiration day of the membership agreement. 2. In cases where the amount of admission fee that is required for the next type of membership is more than the amount that has already been paid as the first admission fee, you will be required to pay the difference. Even if the admission fee is less than the amount paid as the previous admission fee, the Company will not refund the difference. 3. When changing membership type, members are requested to pay the corresponding fees.		
Article 12. (Notification regarding Changes) When there are any changes to matters contained in the membership application for the Club, including address and contact details, you are required to submit such changes to the Club promptly.		
Article 13. (Membership on Hold and Reactivating of Membership) 1. If a member wants to put their membership on hold, such a request needs to be submitted to the Club on the form specified by the Company before the end of the month prior to the month in which the member wants to place the membership on hold. In such a case, the member shall pay all unpaid club dues, etc., if any, and a service fee for having the membership placed on hold as determined by the Company. 2. A membership can be placed on hold for a period between one month and six months, but the period must be decided beforehand. Such period will be on a monthly basis and the Club cannot put a membership on hold midway through a month. 3. A member can reactivate their membership at any time while the membership is on hold if the member makes a request to the Club in person, but in such cases the		
		member will be requested to pay the designated monthly fee, which will include the month in which the member reactivates their membership.
		4. If a member wants to extend the period for which their membership is on hold, the member shall submit another request and go through the same procedure to have the membership placed on hold prior to the end of the month in which the previous period of having the membership on hold expires.
		5. When the request mentioned in the previous section has not been received, the member will be treated as a returning member starting from the day following the expiration of the period for which the membership was placed on hold. (The Club is unable to accept request for the extension of the period for which the membership is placed on hold by telephone or any other means other than the designated request form and all such requests must be made in person.)
Article 14. (Use of Club Facilities by Non-Members) The Company may allow people who are not members of the Club to use Club facilities, only when the Company deems necessary (hereinafter referred to as Non-members). In such a case, Non-members will be requested to pay the fixed usage fee. Club Rules apply to Non-members in the same way as they apply to members.		
Article 15. (Leaving the Club) 1. When a member wishes to leave the Club at the end of or during the agreed membership period, the member shall submit a request for such to the Club using the form designated by the Company prior to the tenth day of the month (in case of a holiday, a business day immediately preceding such holiday) in which the member desires to leave the Club, and if there are any unpaid club dues, etc., such amount shall be paid in full. (The Club is unable to accept such requests by telephone or by any means other than the designated request form.) However, only when the Company acknowledges that there were unforeseen circumstances, such as job transfer, moving house, injury, disease, etc., the Club will process the request for leaving the Club even after the specified period for such requests on payment of the corresponding administration fee. 2. A member shall pay club dues up to the month of leaving the Club, and shall be exempt from payment of club dues from the following month. 3. When the member has already paid club dues based on a long-term membership agreement, the Company shall reimburse club dues for the period remaining in the membership agreement after calculating the amount in accordance with the determined calculation method. In such a case, the Company may collect a fixed administration fee from the member.		
Article 16. (Suspension of Membership or Expulsion) When the Company deems a member to correspond to any of the following paragraphs, the Company may suspend the membership of or expel the member in question (hereinafter referred to as “suspension” or “expulsion”). (1) When payment of club dues and other fees is in arrears. (2) When the reputation or trustworthiness of the Club has been harmed, or other members were inconvenienced by the actions of a member. (3) When Club Rules and other regulations have been breached. (4) When a member has intentionally damaged Club facilities or equipment. (5) When a false representation has been found in a document submitted by a member when such member joined the Club. (6) When a member no longer satisfies some of the conditions described in any of the paragraphs of Article 5 Section 1. (7) When a member has engaged in delinquent behavior or has made comments that are considered to have caused damage the dignity of the Club. (8) When a member has engaged in conduct that can hinder the operation of the Club. (9) When a member is in a situation that makes suspension or expulsion reasonable and the Company has decided to suspend or expel the member.		
Article 17. (Loss of Membership) A member will lose the right to be a member when any of the following paragraphs apply. In such a case, the Company will not respond to any request for reimbursement such as for the cost of various types of unused tickets sold in relation to paid services. (1) When a member has left the Club.		

- (2) When the Company has cancelled the membership agreement or expelled the member.
- (3) When a member has passed away.
- (4) When the operation of the Club or the entire Club facilities has been abolished.

Article 18. (Transfer of Membership)

1. A member may only transfer their membership if the member completes the procedures designated by the Company before leaving the Club and the person who is receiving such transfer of membership completes the procedures designated by the Company prior to the date specified by the Company.
2. The transfer of membership shall incur a fixed fee.

Article 19. (Membership Certificate)

1. The Club issues a membership certificate for each member. All members must show their membership certificate to staff when using the facilities of the Club or other affiliate clubs.
2. A membership certificate can only be used by the person whose name is printed on it, and a member cannot transfer or lend it to others.
3. When a member loses their membership, the membership certificate must be returned to the Club promptly.
4. If a member loses or damages the membership certificate, the member shall promptly request the Club to reissue the membership certificate by following certain procedures. Reissuing a membership certificate will incur a fixed service fee.

Use of Facilities

Article 20. (Using Facilities)

1. Member may use the various facilities of the Club by abiding by the rules shown in Article 4 Section 3 as determined by the Company. A member may also use the affiliate clubs specified by the Club.
However, the member will need to pay the service fee determined by the affiliate club.
2. On the premises of the Club or affiliate clubs, members are required to comply with Club Rules and any other codes and regulations, and follow the instructions of staff.
3. Members are expected to take responsibility for managing their own well-being when using the Club or an affiliate club.
4. Members understand in advance that staff may touch their body to the extent necessary for safety management and to give instructions at the Club.

Article 21. (Admission Ban and Order to Leave)

When the Company deems a member to correspond to any of the following paragraphs, the Company may ban the member from entering the premises of the Club or affiliate clubs and order the member of leave.

- (1) When the conditions described in any of the paragraphs of Article 5 Section 1 are no longer met.
- (2) When membership has been suspended in accordance with Article 16.
- (3) When the actions described in any of the paragraphs of Article 22 have been taken or there is the possibility that such actions may be taken.
- (4) When the health of a member has been compromised and doing exercise is not good for them.
- (5) When a member is under the influence of alcohol.
- (6) When a member does not follow the instructions of staff.
- (7) When a member is using the Club or an affiliate club inappropriately.

Article 22. (Prohibitions)

A member must not engage in any of the actions described in the following paragraphs.

- (1) Taking a photo or video inside the Club without permission from the Club.
- (2) Selling and buying goods, offering personal coaching services for a fee, solicitation, lending or borrowing money, conducting political activities, collecting signatures, or other similar activities.
- (3) Slandering other members and staff.
- (4) The use of violence toward other members and staff, or inconveniencing or threatening them.
- (5) Making other members or staff feel frightened.
- (6) Making other members or staff feel uneasy by ambushing or stalking, etc.
- (7) Hindering staff in their work.

- (8) Hindering other members from using Club facilities.
- (9) Offences against acceptable social standards, including molestation, peeping, exposing oneself in public and spitting.
- (10) Destruction (including but not limited to graffiti, etc.) or removal of facilities, equipment and fixtures that belong to the Club.
- (11) Bringing living things, such as animals, etc., into the Club.
- (12) Smoking inside the Club.
- (13) Using Club facilities under the influence of alcohol.
- (14) Other behavior deemed inappropriate for a Club member by the Club.

Article 23. (Business Hours)

The Company reserves the rights to establish business hours for each center of the Club.

Article 24. (Club Holidays)

1. The Club is closed on the following days:
 - (1) Regular holidays that are designated by each center.
 - (2) End-of-year-and-new-year holidays as designated by the Club.
 - (3) Summer holidays as designated by the Club.
 - (4) Holidays for the building as a whole where a center is located as designated by the owner of the building.
 - (5) Other special holidays as designated by the Club.
2. In addition to the holidays described above, the Club will be closed when the Company deems that it is impossible or difficult to carry out normal operations due to unavoidable reasons, such as natural disaster, abnormal weather phenomena, alteration/repair/maintenance of facilities or administrative guidance from the government.
3. Club dues and other fees will not be reimbursed unless the Club Holidays specified in this Article total 15 days or more during the period starting on the first day and ending on the last day of the month.

Article 25. (Closure or Restriction)

1. When the Company deems that it has become impossible or difficult to undertake normal operations due to unavoidable reasons, such as natural disaster, abnormal weather phenomena, alteration/repair/maintenance of facilities or administrative guidance from the government, the Company may close all or a part of the Club facilities, or limit the areas that can be used, or the times when Club facilities can be used.
2. When the Company decides that it is difficult to continue the business operations of the club due to managerial reasons, the Company may abolish the Club, or the operation of all or a part of the Club facilities.
3. When a part of Club facilities is closed or the operation of a center is abolished, the Company will notify all members regarding such events and members affiliated with such center may be transferred to a nearby center that is a part of the Club.
4. For members who do not want their affiliation changed as described in the previous section, such members will be treated as if they have left the Club on the day when a part of Club facilities is closed or the operation of a center is abolished.

Article 26. (Compensation)

1. The Club shall bear absolutely no responsibility for personal, physical or material damage caused during the use of the facilities of the Club or an affiliate club unless it was caused due to reasons that are attributable to the fault of the Club or affiliate club (including chronic disease, organic disorder, etc. of a member).
2. If a member has caused damage to the Club, an affiliate club or a third party (including other members) during the use of the various facilities of the Club or an affiliate club on account of reasons that are attributable to the fault of the member, the member shall be responsible for such damage promptly. Any member that defaults on their financial obligations to the Club shall pay a late fee of 14.6% per annum of the total owed until the date on which settlement is made.

Article 27. (Theft)

With regard to theft that has occurred in relation to a member using the Club or an affiliate club, the Company shall bear no responsibility to make payment or compensation for the loss. A member is expected to use the lockers and similar items installed in the Club at his or her own risk and expense, and the Company shall bear no responsibilities to make payment or compensation for damage incurred by stolen or broken items that were in a locker, unless there was malicious intent or gross negligence on the part of the Company.

Article 28. (Lost, Forgotten or Abandoned Items)

1. With regard to loss of items that occurred in relation to a member using the Club, the Company shall bear no responsibilities to make payment or compensation for such loss, unless there was malicious intent or gross negligence on the part of the Company.
2. With regard to items that were forgotten or left in the Club and brought to the Club office, the Company will post a notice regarding such items in the Club and, as a rule, store them for one month, after which they will be dispose of.

Other Rules

Article 29. (Cancellation)

1. The Company may cancel a membership agreement that is entered into with a member, as a rule, by means of a written notice sent to the member more than one month prior to the cancellation.
2. When the Company cancels an agreement as described in the previous section (with the exception of cases where an agreement is cancelled due to reasons described in Article 16 and 25), the Company shall pay a cancellation fee as shown below.
 - (1) Less than two years after obtaining membership: An amount equivalent to 100% of the admission fee that has already been paid.
 - (2) Two years or more after obtaining membership: An amount equivalent to 50% of the admission fee that has already been paid.
3. When the Company cancels an agreement based on Section 1 of this article (with the exception of the cases where an agreement is cancelled due to reasons described in Article 16 and 25), the Company shall reimburse the portion of the club dues that have been already paid, corresponding to the period remaining in the agreed membership period.

Article 30. (Changes in Club Dues, etc.)

The Company may make changes (including adding and discontinuing) to matters determined in Article 4, from Section 2 to 4, and all fees, including club dues, admission fees, usage fees and various service fees, when the Company decides that it is required for the business operation of the Club, or when it is required to do so in order to cope with economic conditions, etc. In such cases, the Company shall notify all members at least one month prior to the day on which such change will come into effective.

Article 31. (Notification Method)

The notification described in Article 25 and Article 30 shall be posted in the Club building or Club website, or both.

Article 32. (Personal Information)

The Company uses the personal information of the members for the purposes described in the privacy policy page of Club website.

Article 33. (Detailed Regulations)

The Company reserves the rights to determine matters that are not described in the Club Rules and other matters that are required for the operation of the Club.

Article 34. (Amendment)

The Company reserves the right to amend or modify Club Rules, and the effect of such amendment or modification shall apply to all members.

Article 35. (Agreed Jurisdiction)

1. The Tokyo District Court or the Tokyo Summary Court shall be the court with exclusive agreed jurisdiction in the first instance for any disputes concerning these Club Rules.
2. The provisions of the preceding paragraph shall remain in effect even after a member ceases to be a member.

Article 36. (Effective Date)

These Club Rules are effective from January 1, 2024.