

## ***THE GENERAL RULES***

The rights, privileges and obligations of Club Members are stated in the following sections. Such rights, privileges and obligations may be modified or amended at the discretion of the Club by providing notice to Members. All Members are subject to the Rules and Regulations of the Club upon acceptance as a Member whether or not the Member has expressly agreed to be bound.

## **CHAPTER I CLUB ORGANIZATION**

### **ARTICLE 1 NAME**

This Club is known as THE ENTENTE Fitness Club.

### **ARTICLE 2 LOCATION**

THE ENTENTE 4F,  
5-15, Koyo-cho Naka,  
Higashinada-ku, Kobe 658-0032

### **ARTICLE 3 MANAGEMENT AND ADMINISTRATION**

The Club is operated and managed on the behalf of Planners International, Ltd.

### **ARTICLE 4 PURPOSE**

The Club also works to promote and improve the physical health of its Members.  
The principle objectives of this Club are to improve and promote international and/or intercultural relations among Members from all over the world through sports and various kinds of activities.

### **ARTICLE 5 ACTIVITIES**

To accomplish the aforementioned objectives, the Club shall provide suitable exercise programs and events.

### **ARTICLE 6 USE OF MEMBER'S INFORMATION**

Members shall agree to allow the operator and management of this club to keep information on file such as their name, date of birth, address, telephone number and photo (taken when joining the club) and their usage status of the club (hereinafter referred to as "member information").  
The club shall separately establish a "personal information protection policy" when the operator / administrator uses member's information.

## **CHAPTER II MEMBERSHIP**

### **ARTICLE 1 CONDITIONS OF MEMBERSHIP**

Members of this club shall fall under all of the following terms.

- a. An applicant must agree with the principles of the Club and abide by its Rules and Regulations.
- b. An applicant must have good social manners and standing.
- c. An applicant must not belong to or be engaged in any anti-social or illegal activities or organizations.
- d. An applicant must be approved by the Club.
- e. An applicant must be eighteen (18) years old or over.

### **ARTICLE 2 CLASSIFICATIONS OF MEMBERS**

#### **1. Resident Individual Membership**

An individual who resides in The Entente with a responsible credit background subject to approval of the Club.

#### **2. Resident Family Membership**

Available to the spouse plus dependents of a Resident Individual Member.

#### **3. Individual Member.**

Non-resident Individual Member

#### **4. Non-Resident Family Membership**

The spouse plus dependents of a Non-Resident Individual Member.

#### **5. Corporate Membership**

Regarding corporations, a maximum of 10 persons (including representatives) can be registered by that corporation.

### **ARTICLE 3 APPLICATION INFORMATION**

An applicant must follow the designated application procedures of the Club and must be approved by the Club.

An applicant must pay all Membership Fees as stipulated by the Club.

1. The club may examine matters stated in an admission application form during admission procedures.
2. The Club reserves the right to approve or disapprove any application without the necessity of disclosing any reasons for its decision.

### **ARTICLE 4 APPLICATION PROCEDURES**

1. Please complete and sign an Application Form and Personal Medical History Data and submit the filled out forms for each applicant to the club.
2. Orientation for Membership is required for all applicants. The club general rules will be explained during an orientation.
3. Photos required for membership application will be taken at the time of membership orientation.
4. The initial bill will include the admission fee, monthly membership fee, and administrative fee. (The monthly membership fee for the month of enrollment will be calculated on a pro-rated basis from the enrollment date to the last day of the month.)

### **ARTICLE 5 ABSENTEE MEMBERSHIP**

1. A Member may apply for an Absentee Membership when it is necessary to suspend his/her Membership for more than six (6) months and up to twelve (12) months due to sickness, injury, or an extended business trip etc. The period of absence cannot be extended under any circumstances. The Member must notify the Club in writing at least thirty (30) days prior to the effective date of the period of absence and pay all outstanding dues and charges.
2. Membership Fee billing will be suspended starting from the next month in which the Absentee Membership becomes effective. An Absentee Member is entitled to use the facilities during the period of absence as a Guest and will be required to pay a Guest Fee as stipulated by the Club.
3. If an Individual Member suspends his/her Membership, any Family Member must then pay the Individual Membership fee.
4. A Member must notify the Club immediately when returning to regular Membership. The membership fee for the returning month will be prorated from the return date, and a prorated membership fee will apply.
5. Upon a member's return, the club will conduct the same screening as the admission screening.
6. If the suspension period exceeds 12 consecutive months and a member does not submit a return notification, that member will be automatically withdrawn.

### **ARTICLE 6 RESIGNATION**

1. When withdrawing from this club, a member shall submit a withdrawal notice in writing at least thirty (30) days prior to the effective date of the resignation and pay all outstanding dues and charges.
2. After withdrawal, a membership card will be suspended. Please return your membership card to the club or dispose of it yourself.

### **ARTICLE 7 TERMINATION AND SUSPENSION**

The Club reserves the right at any time to terminate or suspend a Member for a period of time for failure to comply with any of these Rules and Regulations and /or upon any of the following:

1. Failure to pay dues and charges by the designated due date or to comply with the terms of a reminder notice.  
In this case, membership will be suspended immediately after the deadline for notification has passed. After that, if 3 months have passed without the unpaid amount being resolved, that person's membership will automatically be discontinued.
2. Repeatedly delinquent payments of membership fees.
3. Purposeful destruction of Club facilities.
4. If there is a violation of these or other rules established by the club, such as when eligibility requirements stated in Article 1 are given falsely or a lack of requirements for eligibility thereof.
5. Breaching the honor, trust, or directions of the Club.
6. Acting in a manner that is considered undignified and unbecoming.

7. When there is an act of defamation to the company operating the club, or conduct regarded as sexual or customer harassment to employees of the club.

#### **ARTICLE 8 LOSS OF MEMBERSHIP**

Members will terminate and/or forfeit Membership during the following circumstances. If your membership is revoked, the unpaid amount must be settled immediately.

- Resignation
- Termination by the Club
- Death
- Dissolution of the Corporation

If a member has a prepaid membership fee, overpayment, etc., or if he / she has any other claims (bonds) such as a refund request to the club, the unpaid amount will be offset at the discretion of the club.

If a refund is to be issued and the refund destination has been notified in advance, in the case of the death of a member or the dissolution of a corporation, the refund will be made to that refund destination. If there has been no notification, the money will be refunded to the address specified by the person proven to be the beneficiary or liquidator.

#### **ARTICLE 9 CHANGES IN MEMBERSHIP CLASSIFICATION**

1. Family Member/s automatically lose their Membership upon the forfeiture or termination of an Individual Membership.
2. Family members can change their membership type to individual member and continue membership only according to Chapter 2, Article 8, Items 1 and 3.
3. Membership cannot be passed on to another person under any circumstances when a corporation is dissolved.

#### **ARTICLE 10 MISCELLANEOUS**

1. Members of the Club must inform the Club of any changes to their name, business address, or telephone number.
2. Membership Cards
  - a. The Club will provide a Member with a Membership Card. A Membership Card will be issued after the payment of the Initiation Fee or after payment of Monthly Fee is confirmed. The Entente Card will be used as the Membership Card for Resident Members.
  - b. The Membership Card can be used by the named Member only.
  - c. The Membership Card cannot be transferred, loaned, sold or pawned.
  - d. Upon loss or theft of a Membership Card, the Member should apply immediately to the Club for a replacement. A handling charge will apply for a replacement card.
  - e. Members shall present their Card to the Club staff at the Club Front Reception or when requested by the Club.

### **CHAPTER III FINANCIAL OBLIGATIONS**

#### **ARTICLE 1 MEMBERSHIP FEE**

Refer to the attached chart.

#### **ARTICLE 2 INITIATION FEE**

1. Individual members and corporate members other than Entente residents shall pay an admission fee at the time of initial billing.
2. Under no conditions or circumstances will the Initiation Fee be refunded.

#### **ARTICLE 3 MONTHLY FEES**

1. Basic Monthly Fees cover the general use of facilities. However, some facilities with additional charges are specified separately.
2. The Club month starts from the first day of the month to the end of the month. Monthly Fees must be paid one month in advance.
3. Under no condition or circumstances will the Monthly Fee be refunded or reduced.

#### **ARTICLE 4 USAGE CHARGES**

1. Additional charges such as facilities with extra fees, lessons, and rental items are specified separately.
2. Additional charges except for monthly fees can be charged to a Membership Card and paid at the time

of the monthly statement.

3. The monthly closing period for facility usage fees, etc. is from the 1st to the last day of the month before the billing month.
4. A fee will be assessed for cancellation or changes in court reservations made after 8:00 P.M. on the day preceding the reserved date. This will result in the full usage charge for the court time to the Member who made the reservation.
5. If the club is closed the day before a day of use, cancellations can be accepted by email, fax, or via answering machine.
6. Cancellation payments are to be paid at the Club Front Reception no later than the designated due date.

\*Charges not paid by the due date will be added to the Member's next monthly bill.

#### **ARTICLE 5 ACCOUNTING AND BILLING**

Depending on the billing method, the payment due date will be between the 25th and 27th of each month. Please check for the due date on the invoice sent to you each month.

Payments not made by the specified payment date will be considered as delinquent.

#### **ARTICLE 6 PAYMENT SYSTEM**

The methods of payment for monthly membership fees and facility usage fees are as follows.

1. By cash
2. Bank transfer
3. Automatic payment system

#### **ARTICLE 7 DELINQUENCY**

1. Any Member who fails to make payments by the due date, must then pay in cash within ten (10) days at the Club Front Reception or by bank transfer to the account specified by the Club.
2. The Club reserves the right to temporarily suspend a Member or permanently terminate a Member upon the failure to pay fees within ten (10) days.

#### **ARTICLE 8 OTHER EXPENSES INCURRED BY MEMBERS**

The following additional fees are the responsibility of Members:

- Bank handling charges incurred when paying membership fees to this club
- Handling charges to re-issue Membership Cards

### **CHAPTER IV RESPONSIBILITIES**

#### **ARTICLE 1 SCOPE OF MEMBER RESPONSIBILITY**

Members shall use the club facilities at their own risk and responsibility.

#### **ARTICLE 2 DISCLAIMER**

- (1) The club will not be liable or held responsible for any personal or physical accidents such as injuries or thefts that occur while members use the facilities.
- (2) The club is not responsible for any disputes or troubles that arise between members.

#### **ARTICLE 3 COMPENSATION**

Members and their Guest/s shall assume full responsibility and liability for any damage inflicted to other persons and to the club (due to reasons attributable to them).

### **CHAPTER V GUESTS**

#### **ARTICLE 1 BASIC RULES**

All Members may bring up to three (3) guests per day to the Club under the following conditions:

1. Guests are subject to the same Standards, Rules and Regulations as Members.
2. Members are solely responsible for all guest activities within the Club as well as payments to the Club.
3. Guests are not allowed to bring children into the Club.
4. Guests must be eighteen (18) years old and over.

#### **ARTICLE 2 ACCOMPANIED GUESTS**

1. An accompanied guest may enjoy all Club facilities but only when accompanied by a host Member.
2. Guests must sign in at the Club Front Reception.

3. A Member may sponsor the same guest up to twice a month.
4. The usage fee for accompanying guests is determined separately.

### **ARTICLE 3      SHORT STAY FAMILY GUEST/S**

1. At the request of a Member, any immediate family or their spouse who is eighteen (18) years old and over that lives abroad and is temporarily staying at the Member's residence for up to sixty (60) days can be offered temporary Club privileges for a period of sixty (60) days. This duration cannot be extended under any circumstances. Renewal of a Short Stay Family Guest Card may only be made three (3) months later from the last day of the previous registration.

2. Short Stay Family Guest Fees will be applicable (1) monthly or (2) daily.

\*Application procedures are as follows:

How to apply for a short stay family guest

#### **(A) Monthly Fee**

- 1) A member shall accompany their guest and have them register at the club front desk. Please present an identity verification document, submit an application form and health check sheet to the club front desk, and pay the monthly usage fee in cash.
- 2) The application form must be signed by a member and approved by the club manager.
- 3) A short stay family guest card with photo will be issued. Please present the card at the club front desk when visiting the club. It will be valid from the date of issue.

#### **(B) Daily Fee**

- 1) Guests must be accompanied by a member and register at the club front desk. Please present your identity verification documents, submit an application form and health check sheet to the club front desk, and pay the monthly usage fee in cash.
- 2) An Application Form must be signed by a Member and approved by the Club Manager.
- 3) Short stay family guests may use the club up to two times a month. Please pay the usage fee in cash upon checking in.

## **CHAPTER VI              DEPENDENTS**

Children of Members, seventeen (17) years old and under may visit the Club upon registration at the Club Front Reception. If you wish your child to use the facilities, please fill out the registration form for children and submit it to the club front desk.

### **ARTICLE 1      CHILDREN 17 YEARS AND UNDER**

1. Children of Members, seventeen (17) years old and under (hereinafter referred to as "children") may visit the Club as a Guest and use the designated facilities only when accompanied by a parent member on the days and hours specified by the Club.
2. Dependents may use the following facilities under strict parental supervision:  
Swimming pool - squash courts - and tennis courts, golf range  
NOTE: Parental supervision is required at all times at the swimming pool for the safety of the children. For additional regulations regarding the Club use, please refer to the "Rules for the Facilities".
3. Children between the ages of 12 and 17 are offered the privilege of obtaining a Kids Card and use the designated facilities without an accompanying member at the request of the member. In this case, they must pass an orientation and standards test set by this club. The standard test will be determined separately.

### **ARTICLE 2      JUNIOR MEMBERS**

1. Dependents ages sixteen (16) and seventeen (17) are eligible to apply for a Junior Membership that will enable them to use all facilities during designated hours.
2. Junior member's fees are stipulated by the Club.
3. Junior members will no longer be eligible on their 18th birthday but may transfer to becoming a regular member by applying at the front desk. Details are determined separately.
4. Children who do not wish to be junior members shall be subject to the provisions of Chapter 6, Article 1.

## **CHAPTER VII MISCELLANEOUS**

### **ARTICLE 1 PROHIBITIONS**

The following activities are specifically prohibited:

1. Bribes and other compensation to employees
2. Electioneering, religious activities and other business activity for profit.
3. Gambling and wagering
4. Smoking outside the areas designated by the club
5. Bringing pets into the club
6. Unauthorized filming and recording inside the building

### **ARTICLE 2 RESTRICTIONS OF USE OF FACILITIES**

In the event of a natural disaster, legislative enactment, revision or abolition of laws, 1. administrative guidance, social conditions, significant changes in economic conditions, or other unavoidable incidences, the club may abolish or restrict the use of all or part of the facilities.

### **ARTICLE 3 INTERFERENCE OF OPERATION**

A Member is not permitted to interfere with the operation of the Club or its facilities.

### **ARTICLE 4 HOLIDAYS**

1. The Club may close for periodic holidays during the summer and during the winter at the end of the year. Ample notification will be given to Members.
2. The Club may schedule short term holidays and/or restrict access to the Club to perform necessary inspections, maintenance refurbishment, etc. Ample notification will be given to Members.

### **ARTICLE 5 GENERAL**

1. A Member is entitled to full use of all Club facilities during normal hours of operation subject to the rules stated herein and to any revisions established by the Club.
2. Initiation Fees, Monthly Fees, and membership rules are subject to change by the Club.
3. Members will be advised of changes to schedules and rules by advanced written notice.
4. Members are bound by all Rules and Regulations and modifications and additions thereto.
5. Pregnant women need to sign an agreement and submit a doctor's medical certificate to the fitness club. Those who do not submit an agreement and medical certificate may not be permitted to use the fitness club.
6. Any matter not covered by these Rules and Regulations shall be referred to the Club Manager.
7. Basic Monthly Fees cover the general use of facilities. However, some facilities with additional charges are specified separately.

