



**SAILING
POLAND**

YACHT CLUB

Club Rules Sailing Poland Yacht Club

These Rules set out the principles of participation and the rights of members of Sailing Poland Yacht Club operated by Sailing Poland Yacht Club Spółka z ograniczoną odpowiedzialnością with registered seat in Warsaw, Aleja Jana Chrystiana Szucha 17/19, entered in the registry of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 12th Commercial Department, under KRS number: 0000606549, NIP: 7811924701.

§ 1. General provisions

1. The terms used in these Rules shall have the following meaning:

- a) **Price List** - a list of fees charged by the Club and services provided by the Club together with their prices.
- b) **Club Member** - a natural person/a legal person/an organisational unit not having legal personality, to whom legal capacity is granted under provisions of law having the status of a Club Member, authorised to use the services offered by the Club on the principles described in the Rules and those arising from the Agreement concluded with the Club,
- c) **Membership** - a Club Member's right to use the Club's services in conformity with the Price List.
- d) **Fanpage** - the official Facebook page at <https://www.facebook.com/sailingpolandgroup/>
- e) Resignation form - a form which contains Club Member's particulars, on the basis of which the Agreement is terminated; the form is available at the Front Desk,
- f) **Guest** - a person who is not a Club member, who was invited by a Club Member to participate in an open or closed Club meeting to become acquainted with the Club and take a decision on future membership in the Club or who participates in a Race by invitation of a Club Member. A Club Member may only bring one Guest to the Club on each occasion. In the event a Club Member wants to bring a larger number of Guests, obtaining a prior consent of the Club is required.
- g) **Card** - Club membership card issued to Club Members to confirm their Membership,
- h) **Club or SPYC** - Sailing Poland Yacht Club,
- i) **Consumer** - natural person, who enters into a legal transaction which is not attributed to his/her business or professional activity.
- j) **Newsletter** - a bulletin in electronic form sent by the Club to Club Members via electronic mail,
- k) **Membership Fee** - a fee which authorises acquiring a status of a Club Member, enjoying services offered by the Club, in conformity with the Price List.
- l) **Club Staff** - persons employed in the Club pursuant to employment contracts or civil law agreements,
- m) **Minor** - a natural person under the age of 18,
- n) **Parking** - parking available to a Club Member upon prior reservation of a parking space made by calling the Front Desk. Parking is made available to a Club Member if parking spaces are available,
- o) **Portal** - website: www.sailingpolandgroup.com,
- p) **Front Desk** - a designated place at the Club intended to receive Club Members and other customers and deal with all matters of administrative and technical nature,
- q) **Race** - participation of Club Members and their Guests in a race,
- r) **Open meetings** - meetings of Club Members and their Guests.

s) **Closed meetings** – meetings of Club Members in which also Guests may participate, provided the conditions stipulated in these Rules are fulfilled.

t) **Rules** – these Club Rules,

u) **Agreement** – membership agreement concluded between a Club Member and the Club,

v) **User** – a natural person authorised by a Club Member, who is a legal person or an organisational unit not having legal personality, to use a Card and enjoy the Services offered by the Club specified in the Price List. Actions and declarations of will made by or with respect to Users who use a Card shall be deemed to be actions and declarations of will made by or with respect to a Club Member.

w) **Club Equipment** – furniture and other objects located on the Club's premises, which are not the property of Club Members.

§ 2. Club Membership

1. A natural person who is 18 years of age, has full legal capacity / a legal person or organisational unit not having legal personality, to whom legal capacity is granted under provisions of law, may become a Club Member.

2. Membership in Sailing Poland Yacht Club is granted to individuals or companies and may not be transferred/disposed of to any third party, except situations provided for in the Rules.

3. A Minor may only stay on the Club's premises under supervision of an adult Club Member.

4. Persons who bring Minors to the Club, shall stay on the Club's premises and are responsible for the Minors' safety and any and all damage caused by the Minors.

5. Minors may stay at the Club until 6p.m.

6. A Club Member, by filling out the Agreement, undertakes to provide accurate information and is fully liable for providing inaccurate, incomplete or erroneous data required by the Club.

7. Club Membership commences on the date set in the Agreement, on the condition that Membership Fee has been paid. As of that date the Club Member has a right to use the services offered by the Club in addition to the principles set out in the Rules.

8. An Agreement is concluded once the Agreement is signed and a written declaration is submitted to the Club on becoming acquainted and complying with the provisions of the Rules and payment of a Membership Fee on the principles stipulated in the Rules.

9. An Agreement with a Club Member is concluded for a fixed term of 12 months. An Agreement shall be automatically extended for subsequent 12 months in the event that a Club Member, not later than 30 days prior to the expiry of the term of the previous Agreement, does not serve the Club with a written declaration on resignation from Club Membership (e.g. using the resignation form available at the Front Desk). A declaration on resignation from Club Membership may also be sent by registered mail to the Club's address, whereas the time limit is deemed met if resignation is served to the Club not later than 30 days prior to the date of expiry of the Agreement.

10. If the term of Agreement is extended to subsequent 12 months, the Club Member shall pay the Membership Fees for the next 12 months of Membership in the amount and on the dates set out in the Agreement.

11. Membership, as well as related rights and obligations, including obligation to pay the Membership Fee, expire on the last day of the term of the Agreement.

12. Every Club Member, promptly upon signing the Agreement, will receive a Card, which may be collected at the Front Desk or which, at Club Member's request, will be sent to him/her by the Club to the address indicated in the Agreement.

13. Club Members and Users shall present their Card every time they enter the Club.

14. Club Staff may also request presenting an identity card (with a photo) to confirm Club Member's identity.

15. The Club may deny entry of a person who does not present a Card as requested by Club Staff or who refuses presenting an identity card.

16. Provision of personal data and expressing a consent to process personal data for Club Membership related purposes is voluntary, but necessary to become a Club Member.

17. The Club reserves a right to refuse admission to the Club without stating a reason or letting a given person in to the Club's premises.

§ 3. Termination of Club Membership

1. An Agreement may not be terminated prior to the expiry of the period for which it was concluded.
2. If the Agreement ceases to be effective prior to the expiry of the period for which it was concluded, for reasons attributable to a Club Member, the Club Member shall pay the Club a contractual penalty for an early termination of the Agreement, in the amount calculated as the product of the value of a monthly fee and the number of months remaining until the end of the term of the Agreement referred to in 2.9, had the Agreement not been terminated.
3. The Club has a right to reprimand a Club Member in writing and/or expel a Club Member from the Club if
 - a) provided untrue particulars in the Agreement,
 - b) withdrew a consent to process his/her personal data,
 - c) organises his/her own, competitive sailing club,
 - d) the Club Member's conduct at the Club is inappropriate, aggressive, vulgar or otherwise in breach of commonly applicable good manners,
 - e) the Club Member violates provisions of the Agreement, the Rules, does not follow Club Staff's instructions,
 - f) the Club Member is in arrears with Membership Fee payment for a period longer than 14 days counted from the date it became payable.
4. In case a Club Member is expelled by the Club or if Membership is terminated by a Club Member, the Club Member will be immediately deleted from the list of Club Members and shall remove all information on his/her affiliation with the Club from company website and/or social media profiles promptly, however not later than within 30 (thirty) days of the date of being informed by the Club about the expiry of Club Membership.
5. In the event that a Club Member is expelled by the Club or a Club Member terminates his / her Membership, the Club shall not return the Membership Fee paid by the Club Member.

§ 4. Withdrawal from the Agreement

1. If an Agreement was concluded with a Consumer outside of the Club or it is a distance contract, the Consumer has a right to withdraw from the Agreement within 14 calendar days, without stating a reason, by making a written declaration of an intention to withdraw from the Agreement. In such event the Membership Fees paid by the Consumer will also be returned. A letter on withdrawal must be posted at a post office or given to a courier not later than on the 14th day from the signing of the Agreement.
2. A Consumer's withdrawal from the Agreement may be submitted on a form constituting attachment no. 2 to the Act of 30 May 2014 on Consumers' Rights (Dz. U. 2014, item 827, as amended).
3. In the event that a Consumer, who submitted a written declaration requesting Membership commencement, withdraws from the Agreement prior to the expiry of the time for withdrawal, the Club Member will be obliged to pay for his/her Membership until the time of withdrawal from the Agreement.

§ 5. Sailing Poland Yacht Club Card

1. The Club issues Cards which confirm Club Membership to Club Members free of charge.
2. Cards may be name cards or bearer cards - if a Club Member is a legal person or an institution.
3. A name card is a personal card and may not be shared with any other persons or entities.
4. A Club Member shall promptly inform the Club about a loss, damage or theft of a Card by sending an email to: klub@sailingpoland.com.

In such case the Card will be blocked within 7 working days of the date a notice of loss or damage is received.
5. A Card duplicate is issued after a Club Member sends an email request for a Card duplicate to: klub@sailingpolandgroup.com.

The Club does not require any special form for a request to issue a Card duplicate.
6. A Club Member is responsible for safe keeping of all Cards issued to his/her and for using the same in a manner compliant with the Rules.
7. A Club Member is responsible for all its own actions and omissions, those of Users and persons who

acquired possession of a Card as a consequence of its undue storage or use.

§ 6. Membership fee

1. Club Membership is against charge.
2. A Club Member shall pay Membership Fees in the amount and on the dates stipulated in the Agreement.
3. The Club only applies a non-cash payment system.
4. The Club, depending on the method of payment selected in the Agreement, is authorised to charge fees by debiting the bank account indicated by the Club Member using a credit card, among others VISA, MASTERCARD or via a direct debit by charging the bank account indicated by the Club Member.
5. Membership Fees may be paid in the following manner:
 - a) monthly, by the 5th (the fifth) day of every calendar month,
 - b) on a one-off basis, in the total amount of the annual fee, payable within 14 days of the date of signing of the Agreement.
6. A Club Member, depending on the method of payment selected in the Agreement, shall indicate the number and the expiry date of a credit card or bank account number in order to pay Membership Fees and express a written consent to, charge the credit card or bank account of the Club Member, respectively, to pay Membership Fees.
7. A Club Member shall ensure the signature or signatures (in case of a joint account - of account holder) on the direct debit form are identical to the specimen signatures filed with the bank. A Club Member's signature on a standing order from a credit card or a direct debit, authorises the Club to charge the Club Member's credit card account or bank account, with the full amount due under the Membership Fee, with no need to notify the Club Member about that fact.
8. Efficiency and safety of direct debit is monitored and secured by the bank, in which a Club Member has his/her bank account.
9. In the event that the date of payment falls on a non-working day, direct debit instructions will be executed on the next working day following the date of payment.

§ 7. General terms and conditions

1. The Club is open 7 days a week, except public holidays and days in between holidays, when the Club reserves a right to set different than generally accepted opening hours.
2. Information on the Club's opening hours will be available at the Club's Front Desk, on the Fanpage and on the Club's website.
3. The fact that the Club is closed on indicated days off work shall not result in a reduction of Membership Fees provided for in the Agreement and the Rules.
4. The Club reserves a right to change the opening hours (to shorten or extend the opening time) if needed.
5. The Club is equipped in a surveillance system.
6. Bringing animals to the Club's premises is prohibited.
7. The Club has a right to temporarily abstain from providing services and close the Club facility or a part thereof to carry out maintenance works, renovations or other activities which prove necessary to operate the Club properly and to provide the highest level of services. The Club shall notify Club Members about the above on notice boards in the Club and on the Portal.
8. In case of any comments concerning the Club's functioning and grievances please contact: klub@sailingpolandgroup.com.
9. Club Members may file complaints with regard to services provided by the Club contrary to the Rules by post - to the address of the Club, in writing - at the Club's Front Desk or by email - to: klub@sailingpolandgroup.com.
10. To file a complaint, a Club Member shall state his/her name and surname, e-mail address and Card number, and describe the matter in detail as well as the actions expected of the Club or the Club's omissions.
11. Complaints shall be settled within 14 days of the date they are filed.

§ 8. Principles applicable during the stay at the Club

1. Club Members, Users and Guests shall comply with fire safety regulations and users' instructions concerning the Club's facilities.
2. A Club Member has full financial responsibility for all the damage caused by the Club Member or his/her Guest or User in the Club (this refers to the Club's facility and all its equipment).
3. Club Members, Users and Guests shall comply with generally acceptable norms of conduct while using the services offered by the Club. Preventing or obstructing the use of the Club to other Club Members or Club Staff is unacceptable. Also behaviour which is degrading other Club Members, Club Staff, Guests, violating physical integrity of other Club Members, Guests or Club Staff and using vulgar or offensive language towards any other person present in the Club is unacceptable.
4. Using any psychoactive substances, drugs and smoking tobacco on the Club's premises is prohibited.
5. Club Staff refuses serving alcohol to a person who is intoxicated or a Minor.
6. Persons whose behaviour is aggressive or poses a direct threat to other people present in the Club, persons who are under the influence of alcohol or intoxicants and with their behaviour breach the Club Rules, will be asked to leave the Club.
7. The Club is not be responsible for items left or lost in the changing rooms and on the Club's premises.
8. The Club is not responsible for fortuitous events, such as fire, evacuation, catastrophe, natural disaster, etc. and shall not be liable to reimburse for tickets or pay damages or compensation on account of other claims connected with cancellation or interruption of an event or a party at the Club for the above reasons.

§ 9. The Club's Open meetings

1. The Club organises Open meetings in which Club Members and Guests may participate.
2. It is recommended that a Club Member notifies an intention to participate in an Open meeting by sending an email reservation stating the name and surname: klub@sailingpolandgroup.com.
3. To participate in an Open meeting, a Guest shall make a prior reservation by sending an email reservation message stating the name and surname to klub@sailingpolandgroup.com.
4. The number of places for Guests at every Open meeting is limited.

§ 10. The Club's Closed meetings

1. Only Club Members may take part in Closed meetings.
2. It is recommended that a Club Member notifies an intention to participate in a Closed meeting by sending an email message stating the name and surname to: klub@sailingpolandgroup.com
3. Inviting non-members is only possible after a prior notification of that fact to the Club and obtaining the Club's consent for the participation of a person who is not a Club Member in a closed meeting.
An application for a consent referred to in the preceding sentence should be sent by email to: klub@sailingpolandgroup.com or submitted in writing to the Club.
4. Participation in a Closed meeting may be against charge.
5. The cost of participation in a Closed meeting is provided in the Price List.
6. If a Club Member resigns from participation in a Closed meeting on the date of the meeting or fails to appear at a Closed meeting - this shall not for the basis to return the fee paid.

§ 11. Confidentiality

1. The Sailing Poland is a legally protected trademark. The trademark may only be used with the Club's prior consent expressed in writing.
2. Every Club Member and Guest undertakes:
 - a) not to use information concerning the Club's organisation and operations,
 - b) not to convince - personally nor via third parties - other Club Members to resign from their Club Membership or to joint competitive clubs (attempted soliciting is considered to be soliciting),
 - c) to keep in confidence written information identified as confidential or proprietary, as well as information provided verbally or in another form, identified as confidential or proprietary, concerning the Club.

3. In the event that a Club Member fails to fulfil any of the above obligations of conduct, whether directly or indirectly, also including via persons employed in his/her business, the Club Member shall pay the Club a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand zlotys) for every incident of default, within 14 (fourteen) days of receipt of the Club's request,

4. In the event that, as a result of a breach of any obligations referred to in sec. 2 above by a Club Member, damage is caused in excess of the amount of contractual penalty stipulated in sec. 3 above, the Club has a right to seek the remaining part of damages from the Club Member, up to the full amount of damage, on general principles.

§ 12. Final provisions

1. The Club will notify changes in the Rules to a Club Member by email to Club Member's e-mail address indicated in the Agreement.

2. Amendments to the Rules shall become effective as of the moment of their announcement as prescribed in the Rules.

3. In the event a Club Member does not accept the amended Rules, he/she has 14 (fourteen) days, from the date of receipt of a notice on the amendment to the Rules, to make a declaration of will on Club Membership termination.

4. In the event that a Club Member submits a declaration on Club Membership termination due to the change of the Rules, the Club shall return the Membership Fee calculated proportionately to the Club Membership period.

5. A Club Member shall notify the Club of all changes in the data included in the Agreement. The above also refers to data of Users provided by a Club Member who is not a natural person. In the event that obligation is not fulfilled, all declarations sent from the Club to the Club Member to the last address known to the Club will be deemed effectively serviced to the Club Member.

6. For matters not provided herein provisions of Polish civil code shall apply accordingly.

7. The Rules shall become effective on the date they are made available at the Club's Front Desk.

8. By signing these Rules, a Club Member confirms having become acquainted therewith, having understood the same and accepted all its provisions, and undertakes to comply therewith.

12. The Agreement between a Club Member and the Club shall be governed by the regulations of the Polish law.

13. Any disputes, which may arise in connection with concluding the Agreement, shall be settled by a competent common court in conformity with the regulations of the Code of Civil Procedure.