

Last updated on 22 August 2026

These general terms and conditions of Bonsai (hereinafter the “**General Terms and Conditions**”) apply to all services and products offered by Bonsai and to all agreements between Bonsai and the Customer. By making use of Bonsai’s services, the Customer is deemed to have read and accepted these General Terms and Conditions. The application of any (purchase) terms and conditions of the Customer is expressly excluded.

1. Definitions

Bonsai: BnsB BV, with registered office at Tervurenlaan 207, 1150 Sint-Pieters-Woluwe and registered with the Crossroads Bank for Enterprises under number 1031.846.012.

Club: the physical establishment(s) of Bonsai where the sports and related services are offered.

Day Pass: a pass granting a Customer access to the Club for one specific calendar day.

Member: the Customer who has taken out a Membership with Bonsai.

Membership: a subscription relating to access to and use of the facilities of the Club.

Customer: the person who makes use of the facilities and services of Bonsai and/or who has entered into an agreement with Bonsai.

Signature Membership: a Membership concluded for a fixed term of 12 months, calculated from the first day of the calendar month following the enrolment, which cannot be terminated early by the Customer, subject to Article 5.5.

Elite Membership: a Membership concluded for a fixed term of 12 months, calculated from the first day of the calendar month following the enrolment, which cannot be terminated early by the Customer, subject to Article 5.5, with the following additional benefits compared to the Signature Membership: 1 guest pass per month and the ability to book group classes up to 10 calendar days in advance.

2. Purchase of a Membership or Day Pass

2.1. Information on the various formulas and the associated conditions is available on the Bonsai website (<https://bonsai.brussels/>) and in the Club. A Membership or Day Pass may be purchased in the Club. The Club reserves the right to also offer a Membership or Day Pass online.

The agreement relating to a Membership or Day Pass is formed, subject to confirmation by Bonsai, by signing the application form in the Club or, where applicable, by completing the online registration.

2.2. Bonsai has the right to refuse an application for a Membership or for the purchase of a Day Pass without stating reasons.

2.3. A Membership or Day Pass is strictly personal and may not be transferred to or shared with third parties. Bonsai reserves the right to verify the identity of the Customer and to refuse access in the event of misuse.

2.4. The Membership is concluded for the term of the chosen formula, as stated on the registration form and with effect from the first day of the calendar month following the enrolment. The Membership commences on the agreed start date or, if no start date is specified in the agreement, at the moment the agreement is formed.

2.5. The purchase of a Membership is final and commits the Member to paying the Membership fee for the entire envisaged term of the Membership, in accordance with Article 4.

2.6. In order to become a Member, the Customer must pay a one-off joining fee of EUR 200.00 (incl. VAT). The joining fee is also due upon re-registration of a former Member. Bonsai may, in the context of promotional offers, apply a reduced joining fee.

2.7. Save with the express prior consent of Bonsai, the use of the Club’s facilities is permitted exclusively to adults. For the purchase of a Membership or Day Pass by a minor, Bonsai may require the prior written consent

of the parent(s) or legal guardian. Access to the wellness area (including the sauna, ice bath and Sun Shower) is in any event strictly prohibited for minors.

2.8. By way of derogation from Article 2.3 and Article 9.3, a Member with an Elite Membership may invite one guest per calendar month ("guest pass"). Any unused entitlement is not transferable to a subsequent month. The same guest may be invited over several consecutive months. The guest must be an adult, must register at reception and accept the house rules, and has access to the wellness area. The guest enters the Club under the responsibility of the Elite member, who is answerable for the guest's conduct and for any damage caused by the guest. Bonsai reserves the right to refuse a guest access to the Club without stating reasons.

3. Right of withdrawal

3.1. If the Customer is a consumer and has purchased the Membership or Day Pass at a distance (for example via the Bonsai website), the Customer has a right of withdrawal for fourteen calendar days from the day the agreement is concluded. This right of withdrawal does not apply to registrations made in the Club.

Within this period, the Customer has the right to withdraw from their purchase without stating reasons by means of a clear written statement sent by e-mail to cancel@bonsai.brussels or by sending the model form available via this [link](#).

3.2. The Customer acknowledges and accepts that, unless expressly agreed otherwise, the provision of services commences on the date the agreement is formed. The Customer therefore accepts that Bonsai may, in the event the right of withdrawal is exercised, charge a pro rata fee for the services already provided (and may deduct this from the purchase price to be reimbursed by Bonsai). The right of withdrawal relating to the purchase of a Day Pass can no longer be exercised on the envisaged date of use of the Day Pass.

4. Price and payment

4.1. The price is always indicated in EUR and includes VAT. The price of the Membership or Day Pass is due in accordance with the chosen formula.

4.2. The price of a Membership with a term of less than 12 months is payable on a monthly basis.

4.3. The price of the Signature Membership and the price of the Elite Membership may, at the Member's option, be paid in full in advance (prepaid) or on a monthly basis.

4.4. If the Membership commences in the course of a month, the current month is charged pro rata and the minimum term provided for in the agreement (12 months or another term) commences on the first day of the calendar month following the Member's enrolment.

4.5. In the case of prepaid payment as provided for in Article 4.3, the Member enjoys one free month (twelve months' access for the price of eleven monthly fees). This benefit applies to every prepaid payment, including a prepaid renewal of the Membership as provided for in Article 4.3. In the case of a prepaid payment, the term of the membership is deemed to be 12 months (of which the 12th month is free). A prepaid annual amount is paid by card in the Club.

4.6. If the Member opts for monthly payment, the joining fee, the pro rata monthly fee for the month in which the Member registers and the first subsequent monthly fee are paid in advance upon registration by card in the Club.

4.7. For Memberships with a monthly payment frequency, payment is only possible by direct debit by means of a European SEPA direct debit mandate or another automatic debit accepted by Bonsai.

4.8. The Member grants Bonsai a continuing authorisation to collect the amounts due automatically. The Member is responsible for correctly communicating their bank details and for promptly reporting any changes. Revocation of the direct debit does not release the Member from their contractual payment obligations.

4.9. The Membership fees are payable on the due date as set out in the individual agreement. In the case of periodic payment, the amount is collected automatically on a fixed day per payment period, as communicated upon registration.

The Member undertakes to pay the amounts due in full and on time and, in the case of direct debit, to ensure that sufficient funds are available in the designated account.

4.10. If the Customer fails to pay an amount on time or in full, Bonsai will send the Customer an initial reminder free of charge granting a period of 14 calendar days (commencing on the third working day after the reminder is sent) in which to make payment. If, after the expiry of the aforementioned period, the Customer still fails to pay the amounts due, the Customer shall automatically and by operation of law owe Bonsai late-payment interest and fixed compensation. The late-payment interest is equal to the reference interest rate plus eight percentage points referred to in Article 5, second paragraph, of the Act of 2 August 2002 on combating late payment in commercial transactions. The fixed compensation amounts to:

- a) 20 euros if the outstanding balance is less than or equal to 150 euros;
- b) 30 euros plus 10% of the amount due on the bracket between 150.01 and 500 euros if the outstanding balance is between 150.01 and 500 euros;
- c) 65 euros plus 5% of the amount due on the bracket above 500 euros, up to a maximum of 2,000 euros, if the outstanding balance exceeds 500 euros.

Without prejudice to the foregoing, in the event of non-payment Bonsai has the right to suspend access to the Club and/or to transfer the file to a debt collection agency for recovery.

4.11. The Member's payment obligation continues to apply irrespective of how often the Member makes use of the services or facilities. If the Member decides to stop using the Membership early, the full amount for the agreed contract term remains due. Non-use of the Membership, the Day Pass or additional services does not give rise to any right to reimbursement, unless these general terms and conditions expressly provide otherwise.

4.12. Bonsai reserves the right to amend the rates and/or conditions of the Membership after expiry of the agreed contract term. The Member shall be notified thereof in writing at least one (1) month in advance. If the Member does not agree to the announced amendments, the Member has the right to terminate the agreement free of charge by means of written notice (by e-mail or registered letter), to be sent within four (4) weeks of notification of the amendments. In that case, a notice period of one (1) month applies, calculated in accordance with Article 5.1, whereby the termination takes effect at the latest on the date the amendments enter into force. In the absence of timely notice, the Member is deemed to have accepted the amended rates and/or conditions and the agreement is continued under the new conditions.

5. Term and termination

5.1. A Membership concluded for a fixed term cannot be terminated early. As regards a fixed-term Membership that is paid on a monthly basis (i.e. not prepaid), the minimum non-terminable term of the Membership (1 month, 6 months or 12 months respectively, depending on the chosen formula) commences on the first day of the calendar month following the enrolment (i.e. excluding the pro rata month of enrolment). Upon its expiry, the fixed-term Membership that is paid on a monthly basis (i.e. not prepaid) is automatically renewed for an indefinite term, unless the Member (or Bonsai) gives written notice of termination of the Membership at the latest on the last business day of the calendar month preceding the month in which the current fixed term expires. Following renewal of the Membership for an indefinite term, the Membership may be terminated at any time subject to a notice period of one (1) month. The notice period commences on the first day of the month following receipt of the notice, provided it is received no later than one working day before the end of the month. Failing this, the notice period commences on the first day of the second month following receipt, without however the notice period thereby exceeding the maximum period of 2 months from the notification.

5.2. A Membership concluded for an indefinite term may be terminated at any time subject to a notice period of one (1) month, calculated in accordance with Article 5.1.

5.3. Notice of termination must be given by e-mail to cancel@bonsai.brussels. Bonsai confirms receipt of every notice of termination by e-mail. When giving notice by e-mail, the Member must state their full name, membership number and the Club of registration.

5.4. Bonsai strives to provide a safe and respectful environment. Bonsai has the right to terminate the Membership at any time, during the fixed term or thereafter, in the following cases:

- the category of Membership from which the Member benefits is not maintained or will no longer be offered in the future;
- the Member seriously breaches these General Terms and Conditions or the house rules and has not remedied those breaches within thirty (30) calendar days of receiving written notice of default from Bonsai identifying the said breaches;
- the Member has committed a criminal act or harasses other Members or the staff of the Club;
- the Member has given access to the Club to unauthorised users by means of their badge or digital access;
- the Member is in default of payment of their membership fees for a period exceeding sixty (60) calendar days after the due date.

In the cases referred to in the second, third and fourth indents, Bonsai may immediately deny the Member access to the facilities and terminate the Membership with immediate effect. In the event of termination on the basis of the second, third, fourth or fifth indents, the Member is not reimbursed for the joining fee or for the fees paid covering the period following the end date of the Membership, the fees remaining due until the end of the current minimum contract term become immediately payable by way of fixed compensation and the amounts paid in advance for that period remain vested in Bonsai; after expiry of the minimum contract term, this compensation is limited to one month's membership fee. In the event of termination on the basis of the first indent, the fees paid in advance and relating to the period following the end of the Membership are reimbursed to the Member.

5.5. By way of derogation from Article 5.1, the Member has the right to terminate their Membership at any time, during the fixed term or thereafter, by written notice given in accordance with Article 5.3, in the following cases:

- any health problem of the Member, confirmed by a medical certificate, preventing the Member from using the facilities of the Club for a period of one hundred and eighty (180) calendar days or more; in the case of a shorter health problem covered by a medical certificate, the Membership is temporarily suspended in accordance with Article 6;
- any relocation of the Member to a place more than thirty (30) kilometres from the Club, confirmed by an official document of the competent local authority of the new place of residence;
- Bonsai seriously fails to comply with its obligations under these General Terms and Conditions.

Termination takes effect, for the case referred to in the first indent, at the end of the calendar month during which the notice and the medical certificate are received by Bonsai and, for the cases referred to in the second and third indents, after one (1) month's notice running from the first day of the month following receipt of the notice by Bonsai. The fees paid in advance and relating to the period following the effective date of the termination are reimbursed to the Member, with the exception of the joining fee.

6. Temporary suspension

6.1. Each Member may suspend their Membership temporarily, subject to Bonsai's prior agreement, only for medical or professional reasons (as described below). Such suspension will only be accepted for a minimum period of thirty (30) consecutive calendar days, expressly extendable. The cumulative duration of all suspensions granted to the Member may not exceed one hundred and eighty (180) calendar days per contract year, calculated

from the anniversary of the Membership. Bonsai may, at its own discretion, charge administrative costs of thirty euros (EUR 30.00, incl. VAT) only for suspensions for professional reasons.

6.2. Requests for suspension must be submitted by e-mail to hello@bonsai.brussels, and require the submission, prior to the date of suspension (see Article 6.5), of:

- for medical reasons, a valid medical certificate for a reasonably serious health problem preventing the Member from using the facilities of the Club for a minimum period of thirty (30) consecutive calendar days; or
- for professional reasons, for a minimum period of thirty (30) consecutive calendar days, a declaration from the employer or, for a self-employed person, any written evidence justifying those reasons.

6.3. For the cases referred to in Article 6.2:

- any request for suspension for medical reasons accepted by Bonsai will take effect immediately upon receipt of the request by Bonsai if the medical certificate is attached to it, or upon acceptance of the request by Bonsai if the medical certificate is provided separately;
- any request for suspension for professional reasons accepted by Bonsai will take effect after thirty (30) calendar days' notice, running from the day after receipt of the request by Bonsai if the evidence is attached to it, or from acceptance of the request by Bonsai if the evidence is provided separately.

6.4. During the period of suspension referred to in this Article 6, the Member will not be able to access the Club and its facilities.

6.5. No retroactive suspension will be granted.

6.6. The suspension of the Membership does not affect its term in any way and the Membership will be deemed to be in force for the remaining term as if the suspension had not taken place.

6.7. Monthly fees are not collected during the period of suspension. Any Member paying their fee annually in advance will receive a credit equal to the amount of the daily fee for the duration of the period of suspension, from which the administrative suspension costs provided for in Article 6.1 will be deducted. This credit may be set off against the fees covering the following annual contract period. If the Membership is terminated or not renewed, the credit will then be reimbursed to the Member at the end of the current contract period by bank transfer to the Member's bank account, as provided at the time of registration.

7. Risk and liability

7.1. The provisions of this Article 7 shall not be interpreted as an exclusion or limitation of liability which cannot be excluded or limited under applicable law.

7.2. Practising sport may involve risks. It is the Customer's responsibility to assess their own (physical and medical) capacities and, where necessary, to consult a doctor or seek medical advice beforehand. Save in the case of gross negligence or wilful misconduct, Bonsai is not liable for any injuries the Customer may sustain during activities in the Club or during activities organised by Bonsai outside the Club (such as guided running sessions of the Running Club), and all such activities are undertaken at the Customer's own risk. This Article 7 also applies to activities organised by Bonsai outside the Club.

7.3. The Customer is liable for all damage the Customer may cause during activities in the Club to the Club, its members or staff.

7.4. Use of the lockers in the Club is at the Customer's own risk. Save in the case of wilful misconduct or gross negligence on the part of Bonsai, Bonsai is not liable for theft of or damage to the Customer's belongings in the lockers or the Club. Lockers are intended exclusively for use during the Customer's presence in the Club and are emptied daily. Items found and lost property are kept at reception for sixty (60) days. Thereafter they may be donated or disposed of.

7.5. Bonsai is not liable for damage arising from ordinary negligence. Bonsai's liability is at all times limited to EUR 5,000 per claim.

7.6. By way of derogation from Article 6.3 of the Belgian Civil Code, any claim for compensation for damage between the parties is governed exclusively by the rules on contractual liability. The application of extra-contractual liability is excluded between the parties. The parties waive, to the fullest extent permitted by law, any recourse against the directors, employees, agents and other auxiliaries of the other party.

8. Group classes and booking

8.1. Group classes may be booked on site in the Club or online via the customer application, in principle from 7 calendar days before the start of the relevant class. Certain Membership formulas offer the possibility of booking earlier (on a priority basis). If the customer application is unavailable, the bookings and cancellations registered at reception shall prevail.

8.2. A booking must be cancelled no later than 12 hours before the start of the class, so that the vacated place can be made available again to other Members. If a Member cancels a booking late or fails to attend without prior cancellation more than twice within a period of 30 days, Bonsai reserves the right to temporarily block the Member's ability to book classes for a period of seven days. Bonsai informs the Member after a second late cancellation or absence within the same 30-day period. When classes are full, the Member may join the waiting list. A vacated place is allocated automatically with notification via the customer application, and a Member who is unable to attend must cancel in accordance with this article. If the place is allocated less than 12 hours before the class, the Member may decline it without consequence. After a class has started, access is refused, save with the instructor's permission, without any right to compensation.

8.3. Bonsai has the right to temporarily block the Member's ability to book classes in the event of an unreasonable booking pattern (e.g. constantly booking and cancelling bookings).

8.4. Bonsai reserves the right to change its range of group classes, including as to content, timing or frequency. Bonsai may, moreover, cancel group classes in exceptional circumstances, without this giving rise to any right to compensation.

9. Use of facilities and compliance with the house rules

9.1. The Member may use Bonsai's facilities only for the purposes for which they are intended. The Member must treat the equipment and other amenities with care and is required to follow the instructions of the staff. Misuse or improper use of equipment may lead to suspension of access to the Club or termination of the Membership.

9.2. The Member is required to comply with [Bonsai's house rules](#). The house rules are available in the Club and can also be consulted via the website. Bonsai reserves the right to amend the house rules from time to time in order to safeguard safety, hygiene and everyone's peaceful enjoyment of the facilities. In the event of any conflict between the house rules and these General Terms and Conditions, the General Terms and Conditions shall prevail.

9.3. Wearing appropriate sports clothing and clean sports shoes, for indoor use only, is mandatory. Behaviour that is dangerous, disruptive or inappropriate is not permitted. The Member may not grant access to third parties; the means of access (membership card, badge or digital access) is strictly personal. Breach of this rule may lead to suspension of access to the Club or termination of the Membership. Suspension of access to the Club imposed pursuant to Articles 9.1 and 9.3 does not constitute a suspension within the meaning of Article 6 and does not suspend the Member's payment obligations.

9.4. Bonsai may temporarily restrict access to the facilities or take certain areas out of use for maintenance, repairs, safety reasons or organisational adjustments. In such cases, the Customer is not entitled to any reimbursement or compensation, save for legal obligations.

9.5. Access to the wellness area is included in the Membership and the Day Pass, but is strictly prohibited for minors. Use of the wellness area (including the sauna and ice bath) is at the user's own risk and is not recommended for persons with medical contraindications, in particular cardiovascular conditions, or for pregnant women. In case of doubt, the Customer should consult a doctor beforehand.

9.6. Personal coaching in the Club is provided exclusively by self-employed coaches recognised by Bonsai, who contract directly with the Customer in their own name and for their own account. Bonsai is not a party to this agreement and assumes no obligations in this respect, without prejudice to mandatory statutory provisions. It is prohibited to carry out, or to have carried out, paid training or coaching activities in the Club without the prior written consent of Bonsai.

10. Opening hours

10.1. Bonsai's facilities are accessible to members during the opening hours set by Bonsai. The current opening hours are displayed in the Club and on the website. Access to the Club outside the set opening hours is not permitted.

10.2. The Member must strictly follow the instructions of the staff regarding the start and end of the opening hours.

10.3. Bonsai reserves the right to temporarily change the opening hours for maintenance, repairs, special events, public holidays or other organisational reasons. Bonsai also reserves the right to make reasonable changes to the opening hours on a permanent basis. Such changes shall be communicated to the Members in good time and do not give rise to any right to compensation.

11. Personal data

Bonsai processes the personal data of its Customers in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR), and its [privacy policy](#). Personal data are collected and used exclusively for purposes related to the provision of the services, such as management of the Membership, of registration and payment, granting access to the Club and facilities, communication about services, activities and events, and compliance with legal obligations. The Club is equipped with camera surveillance, operated in accordance with the applicable regulations.

The Customer is at all times required to inform Bonsai in good time of any change to their contact details, such as e-mail address, postal address or other identification details, so that Bonsai can continue to provide the services and communicate correctly.

12. Validity and amendments

12.1. If any provision of these General Terms and Conditions is declared null, invalid, unenforceable or contrary to the law, the remaining provisions shall remain in full force and effect. Any gaps arising from such a null or invalid provision shall be filled by a legally valid provision that corresponds as closely as possible to the original intention and the economic purpose of the General Terms and Conditions. The fact that Bonsai fails to require strict compliance with one or more provisions cannot be regarded as a waiver of its rights and does not preclude future enforcement.

12.2. Bonsai reserves the right to amend these General Terms and Conditions at any time.

The amended General Terms and Conditions apply (i) to an existing fixed-term Membership as soon as the Membership has been renewed and (ii) to a Membership of indefinite term within 4 weeks of notification of the amended conditions (in which case the amended conditions shall not apply during the notice period).

13. Disputes and applicable law

13.1. These General Terms and Conditions and every agreement between the Member and Bonsai are governed exclusively by Belgian law.

13.2. Without prejudice to any mandatory provisions on jurisdiction, only the courts and tribunals of the place of Bonsai's registered office have jurisdiction to rule on disputes between Bonsai and the Customer.