

MONTE-CARLO
SOCIÉTÉ DES BAINS DE MER

BY-LAWS

WELLNESS AREA



Thermes Marins Monte-Carlo, a subsidiary of the Group Monte-Carlo Société des Bains de Mer, offers one-to-one or supervised group fitness sessions, the latter being held in the gym or in a heated seawater swimming pool, supplemented by activities devoted to maintaining our clients' fitness levels – such as sauna, steam room and jacuzzi, and also treatments.

The Establishment, facing the sea, comprises a private Wellness Area for sporting, fitness and well-being activities, equipped with:

- ✓ Sauna and Steam Room
- ✓ Cold splash pool and Ice fountain
- ✓ Jacuzzi
- ✓ Swimming pool and Solarium
- ✓ Cardio-training studio and Technogym bodybuilding platform (Fitness Area).

When entering Thermes Marins Monte-Carlo (the “**Establishment**”), our clients must, to ensure that the premises remain calm and peaceful and enable all users to benefit from a relaxing experience, comply with the provisions of these By-laws, both Part I - Wellness Areas and Part II - General Terms & Conditions, comply with instructions given by Establishment staff, and observe the rules displayed.

Members are requested, upon arrival at the Establishment, to familiarize themselves with the entirety of these By-laws.

Conditions for annual membership are stated hereinafter in Part II - General Terms & Conditions.

Covid19 Information

Thank you to read this information before your arrival:

- A receptionist will be present at the entrance of the Thermes Marins Monte-Carlo to take your temperature. Unfortunately, if your temperature is more than 38° the access will be denied.
- Wearing a mask is compulsory when you walk into the establishment.
- In order to respect the sanitary measures with social distancing, thank you to respect the time of your appointment. (In the event of a late arrival, the duration of the appointment will be shortened by the same amount of time)
- As far as possible, thank you to come alone to your appointment
- During the sanitary measures application period, special opening hours apply: [consult them on our website](#)

Kindly note that until further notice, the below spaces are closed:
Sauna, hammam, jacuzzi.

I - WELLNESS AREAS

Swimming pool - Solarium - Jacuzzi

- ✓ **Authorized access:** the swimming pool, solarium and jacuzzi may be used by adults and children, who must be accompanied by an adult authorized to supervise them having purchased a ticket; customers of our Resort with their Cercle Monte-Carlo card; and members.
- ✓ **Responsibility:** parents shall be responsible for the behaviour of their children.
- ✓ **Hygiene:**
 - Parents must wear proper swimming attire and pool slippers.
 - Babies must wear "pool nappies".
 - Any skin ailment requires a medical certificate authorizing swimming.
 - Before entering the water, on each occasion, a shower must be taken and the footbaths around the pool must be used.
 - Long hair must be tied back, and swimming caps are strongly recommended.
 - Bathrobes and towels are available in the changing rooms.
 - Food and drink is authorized only in the L'Hirondelle restaurant, the bar or the outdoor solarium. It is strictly prohibited to consume food and drink brought in from elsewhere.
- ✓ **Courtesy:**
 - Since the swimming pool and solarium are intended for relaxation, our clients are requested not to shout, run, jump, or dive and to behave calmly, pleasantly and respectfully.
 - Mobile phones must be switched to silent mode, and telephone calls must be made with every concern for the location and other persons.
 - Group classes are held regularly in the swimming pool, and our clients are asked not to disturb said classes.
 - For the comfort of all, no personal items such as rubber rings, flippers, snorkels or toys may be used in the pool area without the lifeguard's authorization.
- ✓ Scrubs, cosmetics, shaving and shampoos are not allowed in the steam rooms.
- ✓ **General points:**
 - Sunbeds must not be reserved using towels or other personal items. The beach attendant will attribute a place to the client upon their arrival, according to availability. When clients leave the swimming pool area or solarium, even to have a treatment or to go to lunch, they must leave the sunbed they have used, taking all of their personal effects. If not, the Establishment staff reserve the right to clear the sunbed as soon as the client has left the area.

Steam room - Sauna - Cold splash pool and Ice fountain

- ✓ For their own safety, children must be accompanied by one of their parents or a duly authorized adult. Children are under the full responsibility of their parent or the adult accompanying them.
- ✓ The steam room and sauna are not recommended for persons under the influence of alcohol or psychotropic substances, after a sports session or after sunbathing.
- ✓ A doctor's authorization is mandatory for any persons receiving medical treatment (pregnancy, skin ailment, contagious diseases, patients under medical treatment).
- ✓ You are requested to take a shower before using any of the facilities.
- ✓ The wearing of towels is strongly recommended and is obligatory in the presence of minors.
- ✓ One session lasts 10 minutes and must be followed by a tepid shower or the ice fountain and cold pool, and a rest of at least 10 minutes; no more than 3 consecutive sessions.
- ✓ In the event of a problem occurring, there is an alarm near the hot rooms.
- ✓ Men and women must not use the facilities at the same time.

Treatments

- ✓ Clients should arrive 20 minutes before their appointment time so that they can relax and enjoy the experience and their treatment.

Fitness Area

Cardio-training studio and Technogym bodybuilding platform

- ✓ Medical authorization: any clients using the cardio-training studio and/or the Technogym bodybuilding platform must obtain a doctor's certificate authorizing them to practice these activities. More generally, clients must consult a doctor regarding their capacity to do physical training.
- ✓ Authorized access: the Fitness Area can be accessed by adults and children over 16 years of age that have bought a ticket; and clients of our Resort with their Cercle Card. It is hereby stated that children under 16 may use the Cardio-training equipment or access the "group classes" area only in the presence of a duly authorized adult during their own session, subject to their signing a waiver form.
- ✓ Responsibility:
 - parents are responsible for their children's behaviour and must inform them of these By-laws;
 - the use of any machines or equipment in the gyms shall be under the user's own responsibility.
- ✓ Hygiene:
 - sportswear is mandatory (sports shoes, shorts or joggers);
 - machines must be left clean after use. Antiseptic wipes are available for this purpose;
 - no food is allowed in the fitness area.
- ✓ Items of value must be left in the lockers for this purpose, located in the changing rooms on level -3.
- ✓ Equipment:
 - outside group class times and private sessions, a stretching/exercise studio and adjoining room are available to you: weekly class times are displayed;
 - all equipment made available must be tidied away after use;
 - equipment for group classes is only for use by those attending and cannot be borrowed.
- ✓ Safety:

- use of any machines or equipment in the gyms is made under the user's own liability;
- clients must first familiarize themselves with how each piece of equipment is used. Coach-advisors are available every day from 7 a.m. to 9 p.m.;
- users are strongly advised not to use the machines when under the influence of alcohol or psychotropic substances.

II – GENERAL TERMS & CONDITIONS

✓ COMFORT - HYGIENE - SAFETY - RECOMMENDATIONS - REQUIREMENTS

The Establishment is devoted to well-being and calm.

A pleasant atmosphere and respect for others requires everyone to comply with certain rules such as the following non-exhaustive list:

- Pets are not allowed inside the Establishment.
- Mobile phones must be switched to silent and calls must only be made or received in the lobby near reception on level -2.
- It is strictly forbidden to take photographs of the Establishment both inside and outside, except where specifically authorized by Monte-Carlo S.B.M.
- Clients must ensure that the cleanliness of all areas and equipment is maintained. Rubbish, paper, waste and any other unwanted items must be left in the bins available for this purpose.
- Smoking is strictly forbidden inside the Establishment.
- It is strictly forbidden to play games that might disturb the peace of other clients.

✓ RIGHT TO ACCESS ACTIVITIES

Clients who have purchased a ticket; guests staying at the Hôtel de Paris Monte-Carlo or the Hôtel Hermitage Monte-Carlo, establishments belonging to the Group Monte-Carlo S.B.M.; as well as members, have unlimited access to the following activities:

- heated seawater swimming pool, sauna, steam room, jacuzzi and solarium (apart from Formula 1 and Historic Grand Prix weekends), cardio-training studio, fitness and aqua fitness classes in the pool or in the gym (the timetable of classes is on the Establishment's Facebook page and posted at reception. It may be changed without notice).

The Establishment's lifeguards and coaches are available from 7 a.m. to 9 p.m. every day, including Sundays and public holidays, to give clients guidance on their sporting activities, and also offer private lessons.

✓ OPENING HOURS

The Wellness area is open every day, including Sundays and public holidays, from 7 a.m. to 9 p.m. Clients and members are thus asked to return to the changing rooms by 8.45 p.m. at the latest.

The Establishment reserves the right to close the swimming pool for maintenance, technical checks and exceptional events.

A closure of the Establishment takes place once a year for maintenance. Dates will be confirmed at reception, as will any extraordinary closures that might be decided upon.

The Solarium and the terrace of the L'Hirondelle Restaurant cannot be used on the Formula 1 and Historic Grand Prix weekends.

✓ CAR PARK

The Establishment's car park is strictly reserved for clients and/or members who have booked or made an appointment. However, given that the number of parking spaces is limited, we cannot confirm that there will be space for your vehicle.

Regarding any unauthorized use of the car park by a client who has not complied with the above rules, the Establishment's Management reserves the right to exclude them from this service.

Valet parking is available to clients.

✓ BOOKING AND CANCELLATION

Clients that are not guests of hotels in the Group Monte-Carlo Société des Bains de Mer must provide their credit card to guarantee bookings.

Any treatments or appointments that are postponed or cancelled less than 24 hours beforehand will be billed in their entirety. The same applies to any failure to attend an appointment.

Treatments or appointments booked on the same day cannot be changed.

In the event of a late arrival, the duration of the treatment or appointment will be shortened by the same amount of time and it will be billed in full.

✓ LIABILITY

Since safety is guaranteed by the perfect condition of the facilities and strict compliance with rules on their functioning, users must comply therewith. Any damage to installations will be charged to the person that has caused the damage.

The Establishment declines all responsibility in the event of an accident caused by non-compliance with the recommendations contained in these by-laws.

Vehicles

Clients and members of the Establishment using the valet parking service are hereby informed that the Establishment and its valets shall not be held liable in any way for any incidents that might occur, including theft, of whatever origin, involving the vehicles.

Lockers

Any items found in the lockers made available to clients that have been left there after closing time at the Establishment will be given to the Security Team at Monte-Carlo S.B.M., of which the Establishment is a subsidiary, to be deposited with the Monaco Police Service.

It is explicitly reiterated that the Establishment is in no way responsible for personal items left in lockers by clients.

Lost or damaged items

Under no circumstances may the Establishment be held liable for loss, theft, oversight or damage which might occur at the Establishment concerning items belonging to clients.

Children

Children must be accompanied at all times in the Establishment, including in changing rooms, and are placed under the sole responsibility of the adults or parents accompanying them.

✓ PRICES AND ADDITIONAL SERVICES

Prices may be changed without notice. Additional services such as treatments, bar, restaurant, boutique etc.) must be paid for immediately.

Any clients or members may leave a tip when paying, indicating the amount and for whom it is intended.

Access to the Wellness Area is free for children under 5 years of age. From 5 years of age, children must have a ticket. Minors cannot become members alone – they may only access membership if their parents are members.

✓ CHANGING ROOMS - LOCKERS - TOWELS & ROBES

Assistants in the changing rooms greet clients on level -3 of the Establishment and allocate them a locker to leave their personal effects. Lockers are operated with a code and open automatically each evening when the changing rooms close (9 p.m.). As a result, clients are requested to empty their locker before leaving the Establishment, and will be allocated a new locker upon each visit.

The Establishment provides robes, towels and slippers.

✓ PROTECTION OF PERSONAL DATA

The processing of personal data collected is under the Establishment's responsibility in compliance with the legislation in force in the Principality of Monaco on the protection of personal data. No information disclosed or collected will be published, swapped, transferred or sold to any third party without the client or member's knowledge.

The Establishment is most concerned with its clients' privacy and takes the greatest care to ensure that personal data disclosed is protected.

In this regard, the processing of clients' data has been the subject of a declaration to the CCIN (*Commission de contrôle des informations nominatives*) regarding the automated processing of personal data.

The collection of personal data by the Establishment is strictly limited to the requirements of services offered, stating whether or not there is an obligation to provide such information when it is provided directly by the client or member. The data is stored for a period of three years as from the client's last contact with the Establishment. Answers to questions preceded with an asterisk (*) are mandatory in order to process the client's application. Failing this, the Establishment cannot accede to the client's application.

Pursuant to Act No. 1.165 of 23 December 1993, as amended, on the protection of personal data, and the regulations applying in the Principality of Monaco, clients have a right to access, rectify, object to, limit and delete their personal data, by emailing thermesmarinsmontecarlo@sbm.mc or by sending a letter to: Thermes Marins - Monte-Carlo - 2, avenue de Monte- Carlo - 98000 Monaco (Principality of Monaco).

✓ ANNUAL MEMBERSHIP

- Pricing

- The staff of the Wellness Area are available to answer clients' questions regarding tariffs, which are set out in full on the Establishment's website.

- Access

The Wellness Area can be accessed 7 days a week from 7 a.m. to 9 p.m., and this provides access to all sporting activities and group fitness and aqua fitness classes.

- Admission procedure

A membership card is given to each member when joining, once their payment has been received.

The membership card is personal and in the member's name, and under no circumstances may be lent, swapped or sold. If the card is lost, the member must inform the Establishment's Management immediately and they will be given a new card.

- Reductions

Reductions are given on services offered by the Establishment only when the member's card is presented.

When joining, you will be given a sports bag, your own "Technogym" key, gift vouchers to use or to give to your friends and family (these benefits do not apply to memberships of less than one year. The validity of vouchers is dependent on the duration of your membership, and they must be booked in advance, outside weekends and public holidays).

Access to the Monte-Carlo Société des Bains de Mer loyalty programme with all of its benefits.

- Cancelling membership

Memberships cancelled during the course of a year will not be refunded on a pro rata temporis basis.

Memberships may not be transferred or refunded for any reason. If a client is away for some months of their membership no extensions may be granted.

The Management reserves the right to cancel a membership at any time if the rules set forth in these By-laws are not observed.

<p>The Establishment's Management may forbid access to the Establishment or suspend membership for any person not fulfilling the obligations defined in these By-laws, both in Part I - Wellness Areas and Part II - General Terms & Conditions.</p>
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i Benefits not included in memberships of less than one year

ii Vouchers are valid for the period of the client's membership, subject to booking and outside weekends and public holidays.