

## **General Terms and Conditions of MagnifiSense, Float & Wellness Center**

### **1. Applicability**

These general terms and conditions are binding for all agreements between MagnifiSense (hereinafter referred to as "MagnifiSense") and the customer, regarding the use of MagnifiSense's facilities and services.

### **2. Reservations**

- 2.1. Advance reservations are mandatory and necessary for a float and/or wellness visit. Reservations are always subject to availability, and to avoid disappointment, we recommend booking in advance.
- 2.2. Reservations can be made online or in person at MagnifiSense.
- 2.3. Reservation requests for floating sessions are only accepted from persons aged 16 or older. MagnifiSense reserves the right to refuse reservation requests without providing reasons.
- 2.4. For online bookings/reservations, the agreement between MagnifiSense and the customer is established when the customer definitively confirms the reservation and/or the payment is completed via the payment module. For telephone reservations, the agreement is established when MagnifiSense sends the reservation confirmation via email to the customer.
- 2.5. The customer must check the reservation confirmation immediately for accuracy and report any inaccuracies to MagnifiSense promptly.
- 2.6. Specific promotions, vouchers, e-tickets, and/or gift cards can only be reserved online. It is not possible to convert a regular reservation into a promotion/entry with a voucher, e-ticket, and/or gift card.
- 2.7. MagnifiSense is not obligated to make changes to a reservation at the customer's request after the agreement has been concluded.

### **3. Cancellations**

- 3.1. Cancellations must be communicated at least 48 hours before the scheduled appointment; otherwise, MagnifiSense will charge cancellation fees.
- 3.2. If a reservation is canceled by the customer, the following cancellation fees apply:
  - 48 to 24 hours before arrival: 50% of the reserved amount according to the reservation confirmation.
  - Within 24 hours before arrival: 100% of the reserved amount according to the reservation confirmation. The amount must be paid by the customer within eight (8) days to MagnifiSense.
- 3.3. If the customer does not cancel and does not arrive for their session, they must pay 100% of the reserved amount within eight (8) days. If a reservation was made with an e-ticket and/or voucher, its validity will be forfeited.
- 3.4. If the customer has already (partially) paid online and redeemed a voucher, e-ticket, or gift card, the reservation can only be rescheduled, not canceled. Rescheduling can be done once, up to 24 hours before arrival, and only within the validity period of the promotion, voucher, e-ticket, and/or gift card.
- 3.5. The customer is not entitled to a (partial) refund if they are unable to use all services and/or accommodations due to their own actions.

### **4. Payments**

- 4.1. Prices and additional costs are listed on the website and in the online reservation module of MagnifiSense, [www.magnifisensewellness.nl](http://www.magnifisensewellness.nl), and include VAT.
- 4.2. Prices are subject to change without prior notice.

- 4.3. Payments must be made using the specified method unless otherwise agreed.
- 4.4. In case of late payment, MagnifiSense reserves the right to suspend or cancel services.
- 4.5. Unforeseen price increases imposed by the government may be passed on to the customer.
- 4.6. Discounts published after a reservation or purchase has been made cannot be applied retroactively.

## **5. Use of Facilities**

- 5.1. Customers must follow MagnifiSense's instructions and safety regulations.
- 5.2. MagnifiSense may refuse entry to persons under the influence of alcohol or drugs, displaying aggressive behavior, or violating facility rules.
- 5.3. Customers must adhere to reserved time slots. Late arrivals do not extend the session duration to ensure proper cleaning for the next guests.
- 5.4. House rules must be respected:
  - It is not allowed to add personal products to the float baths/spa.
  - For hygiene reasons, customers must shower before using the float and wellness facilities.
  - Smoking is strictly prohibited inside the complex.
  - All products and materials in the private units remain the property of MagnifiSense.
- 5.5. For a smooth check-in process, MagnifiSense reserves the right to request valid identification. If a customer cannot provide valid identification, MagnifiSense may refuse entry.
- 5.6. MagnifiSense reserves the right to modify facilities and opening hours as necessary, including performing maintenance during operating hours. No claims for compensation can be made.
- 5.7. For Libra Edge treatments, swimwear (bikini/swimming trunks) must be worn.
- 5.8. For massages, customers must keep their underwear on, except for bras. Without underwear, the massage will not proceed for privacy reasons.
- 5.9. For Lomi Lomi wellness massage treatments, a disposable thong will be provided to ensure safety for both the customer and the masseur.

## **6. Health and Safety Conditions**

- 6.1. Customers declare they are in good health and have no medical conditions preventing them from using the float or wellness facilities.
- 6.2. Customers must inform MagnifiSense of any medical conditions.
- 6.3. MagnifiSense reserves the right to refuse customers who pose a health risk.
- 6.4. Customers with specific medical conditions are advised to consult a doctor before booking.

## **7. Liability**

- 7.1. MagnifiSense accepts no liability for theft (including theft from lockers), loss, or damage to personal belongings or individuals.
- 7.2. MagnifiSense accepts no liability for injuries or damage resulting from the use of facilities.
- 7.3. MagnifiSense is not liable if the visit does not meet customer expectations.
- 7.4. MagnifiSense is not responsible for accidents or damage claims.
- 7.5. Customers must cover additional costs resulting from improper use of the facilities.

## **8. Complaints and Claims**

8.1. Complaints must be reported immediately to MagnifiSense's reception. If unresolved, complaints must be submitted in writing or via email to management.

8.2. Any agreements are subject to Dutch law.

8.3. Disputes will first be resolved through mutual consultation and, if necessary, submitted to the court in Eindhoven.

## **9. Intellectual Property**

9.1. All intellectual property rights remain the property of MagnifiSense.

9.2. Customers may not infringe upon these rights without written consent.

## **10. Personal Data**

10.1. MagnifiSense processes personal data in accordance with applicable laws.

10.2. Personal data is used for requested services and internal administration.

## **11. Force Majeure**

11.1. MagnifiSense is not liable for delays due to force majeure.

## **12. Amendments and Acceptance**

12.1. MagnifiSense reserves the right to amend these terms; amended terms apply upon publication.

12.2. By using the facilities, customers accept these terms.

## **13. Miscellaneous Provisions**

13.1. Invalid provisions do not affect the validity of the remaining terms.

13.2. Waiver of any right does not constitute a waiver of future rights.

These terms are effective as of January 1, 2025.