

## UAB "BOKŠTO SPA"

## TERMS OF USE OF THE WEBSITE

## I. GENERAL PROVISIONS

1.1. These Terms of Use of the website of UAB Bokšto SPA ("Bokšto SPA") shall determine the conditions of using the website [www.bokstospa.lt](http://www.bokstospa.lt), when ordering the services of Bokšto SPA on this website, or creating a personal account of the Client; these Terms of Use shall also regulate the rights, duties and responsibilities between the Service Provider and the Client.

1.2. Main definitions:

- 1) **Bokšto SPA** means Bokšto SPA swimming pool and sauna areas, spa treatments and recreation areas, located at Bokšto st. 6, Vilnius.
- 2) **Website of Bokšto SPA** means the website at [www.bokstospa.lt](http://www.bokstospa.lt).
- 3) **Services** mean the services provided by Bokšto SPA to the visitors of the pool and sauna area as well as spa treatments and recreation area, which are detailed on the website of Bokšto SPA and at Bokšto SPA.
- 4) **Service Provider** means UAB Bokšto SPA, legal entity code 304872892, registered office address at Bokšto g. 6, Vilnius, managing Bokšto SPA and offering to sell services on the website of Bokšto SPA.
- 5) **Client** means a person who orders services on the Bokšto SPA website.
- 6) **Parties** mean the Client and the Service Provider.
- 7) **Personal Data** means any information that can be used to identify a person, as well as any information about a person who has already been identified. The way in which personal data is processed is described in the Privacy Policy.
- 8) **Terms** mean these Terms of Use of the website of Bokšto SPA.
- 9) **Loyalty Programme** means a loyalty programme of the Bokšto SPA website, under which a Client who has an account on the Bokšto SPA website and agrees to participate in the Loyalty Programme may receive additional benefits: Bokšto SPA services or other exclusive offers on the Bokšto SPA website in accordance with the procedure set out in the Loyalty Programme rules.
- 10) **Privacy Policy** means the Privacy Policy of Bokšto SPA, which defines the scope, purposes, legal grounds, duration of storage of personal data collected and processed, determines the rights of the person and the procedure for their implementation, and provides other information required by applicable legislation in relation to the protection of personal data.
- 11) **Customer's Account** means a personal account created on the website of Bokšto SPA and protected with the Client's name and password.

1.3. By creating an account or placing an order for services on the Bokšto SPA website, the Client unconditionally confirms that he / she accepts these Terms of Use, the Rules of Procedure of the Bokšto SPA set out below, and that he / she has read the Privacy Policy. The Client shall not be given the opportunity to create an account or place an order for services on the Bokšto SPA website if he / she did not confirm that he / she agrees to the aforementioned rules and has read the Privacy Policy.

1.4. The Service Provider assumes no liability and is unconditionally exempted from it, if the Client has not partially or completely familiarised himself / herself with the rules and Privacy Policy, although he / she has been offered such an opportunity.

1.5. The following persons are entitled to create a Customer's account and book Bokšto SPA services:

- 1) persons who have reached the age of majority and whose legal capacity is not limited, or minors who have been declared (emancipated) by a court as having full legal capacity; and
  - 2) companies, institutions or organisations acting through authorised representatives.
- 1.6. The Service Provider shall have the right to restrict the use of the Bokšto SPA website and services or cancel the Customer's account without notice if a Client or visitor uses the website in violation of these Terms, attempts to undermine the stability and security of the Bokšto SPA website, or otherwise violates the legislation of the Republic of Lithuania.
- 1.7. The Service Provider may temporarily or permanently terminate the activities of the Bokšto SPA website without notifying the Client in advance. In such event, all rights and obligations under these Terms or applicable laws in relation to the orders already executed or in progress shall remain in effect.
- 1.8. The information on the website of Bokšto SPA is available in English and Lithuanian.

## II. RESERVATION OF BOKŠTO SPA SERVICES

- 2.1. A visitor of the Bokšto SPA website can order Bokšto SPA services (become a Client) without registration or by logging in to his / her Customer account.
- 2.2. The Service Contract shall be deemed concluded on the Bokšto SPA website from the moment when the Client, who has created a cart of services, entered the necessary data, agreed to the rules provided, and read the Privacy Policy and other additional information provided to him / her, pays for the cart of services in the manner selected. These Terms of Use shall form an integral part of the Service Contract.
- 2.3. The subscription is valid for 6 months from the date of purchase, unless stated otherwise. The subscription shall automatically commence for the Client who has purchased the subscription, even if he / she does not actually start using the services.
- 2.4. The Client has the responsibility to ensure that the Client's data provided on the Bokšto SPA website is correct and complete. The Service Provider shall in no case be liable for damage incurred by the Client or third parties resulting from the fact that the Client has indicated incorrect or incomplete data or has failed to amend and complete the data as they have changed.

## III. TERMS OF PROVISION OF SERVICES, PRICES AND PAYMENT PROCEDURE

- 3.1. Prices and the terms of provision of services are published on the Bokšto SPA website. This information is also available at Bokšto SPA and by phone [+370 665 00666](tel:+37066500666).
- 3.2. On the Bokšto SPA website, the Client can pay for services through the payment window of the electronic money institution Paysera LT, UAB, by selecting the most suitable method of payment for the Client.

## IV. CREATING A CUSTOMER'S ACCOUNT

- 4.1. The Customer's account is created by signing up: in the pop-up window of the sign-up, you must enter the required data and tick the box to agree to the rules and accept the Privacy Policy. The completion of the required data is a prerequisite for successful sign-up. After successful sign-up, an individual Customer's account for the purchase of electronic services is created, which the Client can access only after entering the email address and password used during sign-up.
- 4.2. By signing up on the Bokšto SPA website, the Client undertakes to keep the login password to the Customer's account secure and not to disclose it to any third party. The Client shall be responsible for the retention of the Customer's account login data, as well as for any actions (data

transfer, service orders, Client comments, etc.) that are performed on the Bokšto SPA website after logging in to the Customer's account, and for the consequences arising therefrom. If the Client forgets his / her login password, a new password can be created by clicking on the relevant link in the login pop-up window using the email address used to access the Customer's account.

4.3. If the data provided in the Customer's account changes, it must be updated immediately. The Service Provider shall in no case be liable for damage incurred by the Client or third parties resulting from the fact that the Client has indicated incorrect or incomplete data or has failed to amend and complete the data as they have changed.

4.4. The Client shall have the right to change, supplement or cancel his / her account at any time.

## V. RULES FOR THE USE OF GIFT VOUCHERS

5.1. The gift voucher confirms the gift voucher holder's right to use the services for the amount stated on the gift voucher.

5.2. The gift voucher is valid for 6 months from the date of purchase, unless stated otherwise.

5.3. In order to use the gift voucher, an advance reservation of services is required, which can be made at the reception of Bokšto SPA, by calling the reception of Bokšto SPA by phone +370 665 00666, or by making a reservation on the Bokšto SPA website, and by applying the code of the gift voucher during the payment stage. Reservations are accepted based on the availability of Bokšto SPA.

5.4. The gift voucher must be spent in one use.

5.5. If the price of the services requested exceeds the value of the gift voucher, the difference must be covered by the gift voucher holder.

5.6. If the gift voucher holder purchases services for less than the amount stated on the gift voucher, the remaining amount is non-refundable.

5.7. VAT invoices are not issued when selling the gift voucher. Only after using the gift voucher, i. e. after the provision of services, the supply of such services shall be subject to a VAT invoice.

5.8. The gift voucher cannot be returned to the Service Provider and shall not be exchanged by the Service Provider for cash.

5.9. If the gift voucher is not used within its validity period, it shall expire and no refund shall be given, unless the gift voucher is unused due to: fault of the Service Provider; force majeure; restriction of the provision of services due to a declared emergency and / or quarantine.

## VI. CHANGE AND CANCELLATION OF THE TIME OF SERVICES AND TERMINATION OF THE CONTRACT

6.1. Payment made for services shall be refunded if the Client cancels the service reservation at least 24 hours before the start of the service, by sending an email to [info@bokstospa.lt](mailto:info@bokstospa.lt). In the aforementioned case of a refund, the Service Provider must refund the full price paid by the Client for the cancelled services within 30 days from the date of receipt of the Client's notification of cancellation. The Service Provider shall transfer the amount of the refund to the Client's bank account from which the payment for the services was made or to the bank account specified by the Client if the services were paid for by other means. If the Client cancels the service reservation less than 24 hours before the start of the provision of service, payment made for service shall not be refunded.

6.2. Less than 24 hours, but not less than 2 hours before the start of the provision of services – the time booked for the services can be changed in the Client's account or by sending an email to [info@bokstospa.lt](mailto:info@bokstospa.lt), but this can only be done once. If the price of a service increases as a result of

a change, the Client must pay the price difference; if the price decreases, the Client is refunded the fare difference.

6.3. If the Client has not fully used the services allocated to the subscription during the subscription validity period and wishes to terminate the service contract in respect of the subscription purchased, he / she can do this by sending an email to [info@bokstospa.lt](mailto:info@bokstospa.lt).

6.4. The Service Provider shall have the right to unilaterally, without judicial intervention and without prior notice, terminate the provision of the services to the Client, without refunding the price paid by the Client for the services (except for the subscription), in the following cases:

- 1) when the Client violates the provisions of the rules in such a way that such violation meets the conditions of a material breach of contract as defined in the legislation and leads to the occurrence of negative consequences (damage) for the Service Provider;
- 2) when the Client refrains from compensating the Service Provider or other clients of the Service Provider for the damage caused; and
- 3) when the Client otherwise violates the provisions of the rules and fails to remedy the violation within 5 days from the date of notification by the Service Provider.

6.5. If one of the Parties terminates the service contract for the subscription (before the expiry of the subscription term), the Service Provider shall, within 30 days, refund to the Client the price of the subscription paid, after deduction of the price of the used part of the service subscription and any discounts on the prices of the used services applied to the Client at the time of purchase of the subscription. Discounts shall not be deducted only in the event of termination of the service contract due to: fault of the Service Provider; force majeure; restriction of the provision of services due to a declared emergency and / or quarantine. The Service Provider shall transfer the amount of the refund to the Client's bank account from which the payment for the services was made or to the bank account specified by the Client if the subscription price was paid by other means. If the price for the used part of the subscription plus any discounts to the price of the used services applied to the Client, taken together, exceeds the price for the unused part of the subscription, the Client must pay the difference by transfer to the bank account specified by the Service Provider within 30 days of the date of receipt of the Service Provider's notification of the difference to be paid.

6.6. In the event of termination of the service contract, the subscription shall expire immediately.

6.7. The money for the unused subscription or part of it (after the expiry of the subscription term, when the subscription agreement has not been terminated before the expiry of the subscription term) shall not be refunded and the subscription term shall not be renewed, unless the subscription or part of it is unused due to: fault of the Service Provider; force majeure; restriction of the provision of services due to a declared emergency and / or quarantine.

## VII. SUBMISSION OF CLAIMS

7.1. The legal relationship between the Client and the Service Provider shall be governed by the rules agreed to by the Client, the Civil Code and other applicable legislation of the Republic of Lithuania.

7.2. If the Client wishes to submit a claim to the Service Provider regarding poor quality services or other complaints, the Client may contact the Service Provider by email at [info@bokstospa.lt](mailto:info@bokstospa.lt). It is recommended to make a complaint about inadequate services immediately after the services have been provided, when checking out of the Bokšto SPA. In such case, the Bokšto SPA employee shall provide the Client with a simple form for claim to complete or the Client may submit the claim to the Service Provider by email to [info@bokstospa.lt](mailto:info@bokstospa.lt). The Service Provider shall examine the claim submitted by the Client within 14 days at the latest and shall provide the Client with a decision regarding the satisfaction / non-satisfaction of the claim.

7.3. In the event of a dispute and if the Parties fail to resolve it by negotiation, the dispute shall be settled in the court of the Client's place of residence. The Client shall also have the right to apply to the State Consumer Rights Protection Service (address: Vilniaus g. 25, Vilnius; website address: [www.vvtat.lt](http://www.vvtat.lt)) or fill in the application form on the EGS platform [ec.europa.eu/odr/](http://ec.europa.eu/odr/).

## VIII. FINAL PROVISIONS

8.1. The processing of visitors' data is governed by the Privacy Policy of Bokšto SPA.

8.2. If the Client provides personal data of third parties when using the Bokšto SPA website, the Client is responsible for the lawfulness of the provision and use of such data.

8.3. When ordering services on the Bokšto SPA website, the Client shall be subject to the terms and conditions applicable at the time of placing the order.

8.4. The Service Provider shall be entitled to modify the terms of the service contract at any time for objective reasons by giving at least 30 days' notice to the Client with whom the service contract has been concluded and provided the term of the service contract has not expired (e. g. in case of a subscription contract). If, after the provision of such information and the change in the terms and conditions of the provision of services and / or implementation of the Terms, the Client continues to use the services of the Service Provider in accordance with the concluded service contract, the Client shall be deemed to have accepted the change of the terms and conditions. If the Client does not agree to the terms and changed conditions, he / she may terminate the service contract earlier in accordance with the procedure set out in these Terms (in which case the service contract shall be deemed to be terminated due to the fault of the Service Provider).

8.5. A change to the published data of the information purpose will not be considered as a change to the terms of the service contract (e. g. contact details of the Service Provider, name of the service, etc.). The Client will be informed in advance of such changes.

*Last updated 05-04-2023*

**UAB “BOKŠTO SPA”  
INTERNAL RULES OF PROCEDURE**

**I. GENERAL PROVISIONS OF THE SERVICES PROVIDED BY BOKŠTO SPA**

***Purpose and application of the Rules***

- 1.1. The internal rules of procedure of UAB Bokšto SPA (“Bokšto SPA”) shall determine the procedure for the provision of services of the swimming pool and sauna areas, spa procedures and services of recreation areas of Bokšto SPA at the address Bokšto str. 6, Vilnius, as well as the rights, duties and responsibilities of Bokšto SPA and its Clients.
- 1.2. These rules are available at the Bokšto SPA reception and on the website [www.bokstospa.lt](http://www.bokstospa.lt).
- 1.3. Clients are obliged to comply with the following rules when using the services provided by Bokšto SPA. If the Client does not agree to comply with these rules, he / she shall not be able to use the services provided by Bokšto SPA.
- 1.4. Bokšto SPA staff shall have the right to not allow persons to enter Bokšto SPA or to expel the Client from the Bokšto SPA if he / she does not comply with these rules.
- 1.5. Bokšto SPA staff shall have the right to warn and repeatedly inform Clients of these rules, their observance and violations in order to ensure the proper internal order of Bokšto SPA, when it is necessary to ensure the safety of other persons and property.

***Main definitions of these rules***

- 1.6. **Bokšto SPA** means Bokšto SPA swimming pool and sauna areas, spa treatments and recreation areas, located at Bokšto st. 6, Vilnius.
- 1.7. **Services** mean the services provided by Bokšto SPA to the visitors of the pool and sauna area as well as SPA treatments and recreation area.
- 1.8. **Service Provider** means UAB “Bokšto SPA”, legal entity code 304872892, registered office address Bokšto st. 6, Vilnius, managing Bokšto SPA.
- 1.9. **Client / visitor** means a visitor to Bokšto SPA who has paid for Bokšto SPA services in accordance with the procedures set out by the Service Provider or has otherwise lawfully obtained the Service Provider’s permission to use Bokšto SPA Services.
- 1.10. **Child** is a visitor of Bokšto SPA up to the age of 18 years.
- 1.11. **Parties** mean the Client and the Service Provider.
- 1.12. **Staff of Bokšto SPA** means the administrative staff of Bokšto SPA, pool attendants / lifeguards, specialists in massage, facial treatments, spa manicure, pedicure, hair and other staff of Bokšto SPA who perform the duties stipulated in their employment or other contracts.
- 1.13. **Service Contract** means the contract for the provision of Bokšto SPA services, which is concluded with the Client at the moment the Client pays for Bokšto SPA services or otherwise legally obtains permission to use Bokšto SPA services. These rules form an integral part of the contract.
- 1.14. **Website of Bokšto SPA** means the website at [www.bokstospa.lt](http://www.bokstospa.lt).

***Right to use the services provided by Bokšto SPA***

- 1.15. The services of Bokšto SPA are available to persons of any age, except for the exceptions provided for in these rules.



1.16. Services may be temporarily unavailable without prior notice in case of technical difficulties, when the maximum number of visitors has been reached and in other exceptional cases for important reasons.

1.17. Access to Bokšto SPA is prohibited for the following persons:

- 1) persons under the influence of alcohol or of narcotic, psychotropic or other psychoactive substances;
- 2) persons whose behaviour endangers their own safety, the safety and property of other persons, or contradicts the socially accepted rules of behaviour;
- 3) persons suffering from infectious, viral or other contagious diseases, open wounds or other medical conditions which endanger their own health or the health or life of others. The spa staff shall have the right to refuse access to services to persons whose health status is evidently doubtful.

1.18. A child may use Bokšto SPA only if accompanied by an adult who, like any other visitor, must have paid for Bokšto SPA services in accordance with the procedures set out by the Service Provider, or otherwise lawfully obtained the Service Provider's permission to use Bokšto SPA, unless the child is accompanied solely for the purpose of carrying out the spa treatments. The adult accompanying the child takes full responsibility for the safety of the child's health, life and property, and takes full responsibility for the child's compliance with these rules and with the instructions of the staff of Bokšto SPA.

1.19. In case of doubt about the age of the person or if it is necessary to establish the identity of the person, Bokšto SPA staff have the right to request an identity document (passport or ID card).

1.20. A disabled person who requires the assistance of other persons for the proper use of Bokšto SPA services is entitled to use such services only with an accompanying adult. The adult accompanying the disabled person does not have to pay for the Bokšto SPA services if he / she is not using the Bokšto SPA services himself / herself. If the disabled person is not able to read these rules himself / herself, the accompanying adult must, if possible, make the disabled person aware of these rules and inform him / her on how to use Bokšto SPA. The adult accompanying the disabled person takes full responsibility for the safety of the disabled person's health, life and property, and takes full responsibility for the compliance with these rules and with the instructions of the staff of Bokšto SPA.

1.21. Certain services may be subject to age and personal data restrictions, which can be found in the description of the services provided, available at reception and on the Bokšto SPA website.

1.22. Before using the services of Bokšto SPA, the Client must make sure that his / her physical abilities and state of health (taking into account chronic diseases, injuries, pregnancy, etc.) allow him / her to use such services. The Client is solely responsible for any negative consequences arising from failure to comply with this requirement. Clients who notice any health problems during the visit at Bokšto SPA must immediately notify a staff member of Bokšto SPA.

### ***General procedures for the provision of services***

1.23. The Service Provider determines the opening hours, list of services and prices of Bokšto SPA. This information shall be available at the Bokšto SPA reception and on the Bokšto SPA website. The Service Provider shall have the right to change the opening hours, the list of services, the prices and, if necessary, to close the Bokšto SPA or part of it without prior notice. During technical maintenance, Bokšto SPA or part of it may be temporarily closed with prior notice to Clients.

1.24. The Client shall have the right to use the services provided by Bokšto SPA only after having paid for services in accordance with the procedures set out by the Service Provider or having otherwise lawfully obtained the Service Provider's permission to use Bokšto SPA services.

1.25. The Client must arrive at Bokšto SPA at the time he / she has booked the service for. In case of a reservation for spa treatments, the Client is recommended to arrive at Bokšto SPA 15 minutes prior to the start of the spa treatment. If the Client is up to 15 minutes late, the service time shall be shortened accordingly. If the Client is more than 15 minutes late or fails to arrive, the Client cannot use the services paid for and the money paid for the services shall not be refunded.

1.26. The money paid for the services shall not be refunded to the Client for the following reasons:

- 1) The Client does not use the services paid for due to his / her own fault;
- 2) The Client has not used the services in full due to his / her own fault, i. e. he / she has not stayed for the full paid time and has checked out of Bokšto SPA earlier;
- 3) The Client has been expelled from Bokšto SPA for non-compliance with these rules.

1.27. Payment made for services shall be refunded if the Client cancels the service reservation at least 24 hours before the start of the service, by sending an email to [info@bokstospa.lt](mailto:info@bokstospa.lt). In the aforementioned case of a refund, the Service Provider must refund the full price paid by the Client for the cancelled services within 30 days from the date of receipt of the Client's notification of cancellation. The Service Provider shall transfer the amount of the refund to the Client's bank account from which the payment for the services was made or to the bank account specified by the Client if the services were paid for by other means. If the Client cancels the service reservation less than 24 hours before the start of the provision of service, payment made for service shall not be refunded.

1.28. Less than 24 hours, but not less than 2 hours before the start of the provision of services – the time booked for the services can be changed in the Client's account in the Website of Bokšto SPA or by sending an email to [info@bokstospa.lt](mailto:info@bokstospa.lt), but this can only be done once. If the price of a service increases as a result of a change, the Client must pay the price difference; if the price decreases, the Client is refunded the fare difference.

1.29. At Bokšto SPA, it is forbidden:

- 1) to bring food, alcoholic and non-alcoholic beverages, narcotic, psychotropic or other psychoactive substances (non-alcoholic beverages (water, tea) are offered to the visitors free of charge).
- 2) to bring pets.

1.30. If the client has booked a spa treatment and wishes to have it performed by a man or a woman, he / she must notify spa staff when registering his / her arrival.

1.31. For the purpose of health of visitors and hygiene requirements, Bokšto SPA visitors are obliged to look clean and tidy.

1.32. Visitors are required to cover their footwear with overshoes and leave outdoor clothing in an unlocked closet at reception. The security of personal belongings is the responsibility of the visitor.

1.33. Visitors using the pool and sauna area and / or going to a spa treatment that requires a change of clothes are issued with a chip wristband. Visitor must wear chip wristband at all times until check-out from Bokšto SPA. The chip wristband shall be used to access the common spa area, the ladies' / men's locker room and the pool and sauna area, to unlock and lock the locker, to check on the information terminal the time remaining until the end of the paid services and to check the locker number. The time spent in Bokšto SPA is counted from the moment the visitor's chip wristband is activated by a Bokšto SPA staff member and is counted until the visitor checks out of the Bokšto SPA. The chip wristband must be returned upon check-out from Bokšto SPA. In case of damage or loss of the chip wristband, Bokšto SPA staff must be informed immediately. If the chip wristband is lost or damaged due to the visitor's fault, the Service Provider has the right to claim compensation for damages incurred.

1.34. A mobile phone charger is available at the reception desk if needed (sockets are installed in the lockers). The mobile phone charger received must be returned upon check-out from Bokšto



SPA. If the mobile phone charger is lost or damaged due to the visitor's fault, the Service Provider has the right to claim compensation for damage incurred.

1.35. Visitors using the pool and sauna area and / or going to a spa treatment that requires a change of clothes may only change in the designated ladies' / men's locker room. One visitor may use one lockable locker in the locker room, where he / she will be provided with a bathrobe and towels. Personal belongings that are not required for the use of the services must be left in the lockers. Visitors are advised not to bring expensive and valuable items to Bokšto SPA. Visitors are responsible for the security of their personal belongings and must personally unlock and lock the lockers with their chip wristbands.

1.36. After use, the bathrobe and / or towels should be left in the designated areas. Bokšto SPA bathrobes and towels cannot be taken out of the Bokšto SPA building. The bathrobes and towels have electronic security that activates with an audible signal when you walk through the reception door. If an audible signal is triggered when the visitor is leaving the Bokšto SPA through the reception door, the Bokšto SPA staff shall have the right to check the visitor's backpack, handbag, etc. If bathrobes or towels are found during the check-up – the Service Provider has the right to fine the visitor 50 EUR for each bathrobe or towel found (e. g. for 3 bathrobes found, a fine of 150 EUR may be fined (i. e. 3 x 50 EUR)).

1.37. The Service Provider is not responsible for any belongings left or otherwise lost by their visitors. In case of loss of the personal belongings, Bokšto SPA staff must be informed immediately in writing. Personal belongings lost by visitors at Bokšto SPA and subsequently found by the staff or other visitors of Bokšto SPA and handed over to Bokšto SPA staff shall be returned to the person who lost them, if such person is known, and if the person is unknown, the belongings found shall be stored for 6 months at the discretion of the Service Provider at Bokšto SPA, or shall be handed over to the police according to the procedure established by the legislation of the Republic of Lithuania.

1.38. Visitors must individually track their time spent in Bokšto SPA and check out on time. If the visitor's visit before checking out exceeds the time paid for by more than 15 minutes, the visitor must pay an additional fee for the time not paid for before entering Bokšto SPA according to the price list set by the Manager (e. g. if at the time of check-out the visit time exceeds the paid visit time by 16 minutes, an additional price of 1 hour in Bokšto SPA is charged). Visitors must pay the additional fee at the reception before checking out and leaving Bokšto SPA.

1.39. Visitors must check out of Bokšto SPA before the end of the Bokšto SPA opening hours.

### ***General rules of conduct for guests of Bokšto SPA***

1.40. Visitors at the premises of Bokšto SPA must:

- 1) comply with the warning signs and requirements set out on the posters;
- 2) obey the instructions of Bokšto SPA staff;
- 3) not misbehave, observe silence and respect the rest of other visitors, as Bokšto SPA areas are intended for relaxation and rest;
- 4) turn on silent mode on mobile phones;
- 5) observe other socially accepted standards of behaviour and these rules.

1.41. Bokšto SPA visitors are allowed to film, take photos, audio recordings and / or use the filmed and recorded material exclusively for personal purposes only. The use of such material for commercial purposes is strictly prohibited, e. g. to create video ads in Bokšto SPA and distribute them. For failure to comply with this requirement, the Service Provider has the right to fine the visitor 5 000 EUR.

1.42. It is forbidden to make audio recordings, take photos or videos of other visitors without their consent.

1.43. Speaking on the phone is not allowed in Bokšto SPA unless it is necessary, and if it is so, it is only allowed in the locker rooms.

## **II. SERVICES OF THE SWIMMING POOL AND SAUNA AREA**

### ***Information on services of the swimming pool and sauna area***

2.1. The information on services of the swimming pool and sauna area shall be available at the Bokšto SPA reception and on the Bokšto SPA website.

2.2. Information on water quality indicators (temperature, pH, residual active chlorine or other substance used to disinfect the water) as well as the temperature of the room of the pool shall be publicly available.

### ***Rules on the conduct of visitors in the swimming pool and sauna area***

2.3. Swimwear is mandatory in the swimming pool and sauna area, and it is necessary to wear slippers suitable for wet conditions. Longer hair must be tied up / pinned up.

2.4. Children under 3 years of age are not allowed to swim in the pool without special diapers (such diapers may be purchased at the Bokšto SPA reception).

2.5. Before and after using the sauna, other baths and swimming pool, it is essential to take a shower to ensure the hygiene of the sauna area, the cleanliness of the swimming pool water, and to avoid allergic reactions due to certain chemicals used in the sauna and in the water. The use of hygiene products is not allowed in the showers adjacent to the pool and the sauna.

2.6. Visitors are not permitted to jump into the water.

2.7. When swimming in the pool lanes, it is necessary to keep to the right side.

2.8. Visitors must use the ladders to exit from the pool and the steps to exit from the jacuzzi.

2.9. On loungers, a towel must be placed under the entire body. Towels for this purpose are stored in the pool and sauna area on special shelves. After use, towels should be left in the designated areas.

2.10. Taking your own infusions, extracts and sauna whisks into sauna or baths is not permitted. Visitors are not allowed to pour water on the stones, operate the equipment installed in the sauna or baths, or scrub their bodies with various products.

## **III. SPA TREATMENT SERVICES**

### ***Information on spa treatment services***

3.1. The information on spa treatment services shall be available at the Bokšto SPA reception and on the Bokšto SPA website.

### ***Rules on the conduct of visitors in the spa treatment area***

3.2. We recommend avoiding spa treatments for at least 1 day after hair removal.

3.3. Massages are not available for pregnant women.

3.4. Before a spa treatment, the visitor must assess his / her own skin condition and warn the massage therapist of any existing / potential skin problems and allergies to cosmetic products.

#### IV. SERVICES OF THE RELAXATION AREA

##### *Information on services of the relaxation area*

4.1. The relaxation area is a lounge with a view of the Japanese garden.

#### V. SUBMISSION OF CLAIMS

5.1. The legal relationship between the Client and the Service Provider shall be governed by the rules agreed to by the Client, the Civil Code and other applicable legislation of the Republic of Lithuania.

5.2. To submit a claim to the Service Provider for poor quality services or other complaints, the Client may contact the Service Provider by email to [info@bokstospa.lt](mailto:info@bokstospa.lt). It is recommended to make a complaint about inadequate services immediately after the services have been provided, when checking out of the Bokšto SPA. In such case, the Bokšto SPA employee shall provide the Client with a simple form for claim to complete or the Client may submit the claim to the Service Provider by email to [info@bokstospa.lt](mailto:info@bokstospa.lt). The Service Provider shall examine the claim submitted by the Client within 14 days at the latest and shall provide the Client with a decision regarding the satisfaction / non-satisfaction of the claim.

5.3. In the event of a dispute and if the Parties fail to resolve it by negotiation, the dispute shall be settled in the court of the Client's place of residence. The Client shall also have the right to apply to the State Consumer Rights Protection Service (address: Vilniaus st. 25, Vilnius; website address: [www.vvtat.lt](http://www.vvtat.lt)).

#### VI. FINAL PROVISIONS

6.1. The Service Provider shall be entitled to modify the terms of the service contract at any time for objective reasons by giving at least 30 days' notice to the Client with whom the service contract has been concluded and the term of the service contract has not expired (e. g. in case of a subscription contract). If, after the provision of such information and the change in the terms and conditions of the provision of services and / or implementation of the rules, the Client continues to use the services of the Service Provider in accordance with the concluded service contract, the Client shall be deemed to have accepted the change of the terms and conditions.

6.2. A change to the published data of the information purpose will not be considered as a change to the terms of the service contract (e. g. contact details of the Service Provider, name of the service, etc.). The Client will be informed in advance of such changes.

6.3. The Service Provider may at any time assign its rights and obligations under the service contract, including but not limited to these Rules, to third parties without the consent of the visitor, provided that such assignment does not impair the warranties provided to the visitor.

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