

# *Terms and Conditions*

## **1. General**

- 1.1 These terms and conditions apply on all agreements with Jeroen Maas Sports Company BV, hereafter named JMSC. Hereupon the Dutch law is enforced.
- 1.2 On every member who is within the space of JMSC the terms and conditions and the house regulations apply on times of opening. Regardless whether there is made use of lessons, treatments, physiotherapy or gym equipment.
- 1.3 JMSC holds the right to ask for any legal ID document for it's new members.
- 1.4 The terms and conditions and house regulations are found on [www.sportscompany.nl](http://www.sportscompany.nl) or at the club reception desk.

## **2. Agreement**

- 2.1 These terms and conditions apply on all services provided by JMSC. In these terms and conditions where is referred to "he" can also be meant as "she"
- 2.1 JMSC holds the right to change, the on membership applied, terms and conditions. The changes are made noticeable four months in advance, unless a differing legal term is required. In case a member is not acceptable with the new terms and conditions, you need to send a written objection within the months of advance given. The membership can than be end with effect of the new terms and conditions.

## **3. Membership**

- 3.1 The member is familiar with the fact that he/she agrees on a membership for the pre-arranged contract duration, which is starting on the date of the agreement.
- 3.2 Your contract is strictly personal and it can only be reassigned to someone else with permission of JMSC.
- 3.3 JMSC holds the right to ask for ID of members to confirm if the person in question is indeed entitled to a valid membership.
- 3.4 A change of contract may proceed low as three months after registration date. There is a new agreement made for 6,12or 24 months.

## **4. Membership fees**

- 4.1 The membership fees should be paid for by debit one month in advance or otherwise by paying the entire amount of the contract in once, unless otherwise indicated on the membership agreement.
- 4.2 If a membership is activated before the contract date, and the member makes use of the facility of JMSC, the member owes membership fees over the additional period of time, calculated pro rata (see pro rata).
- 4.3 If a debit collection becomes reversed, JMSC has the right to charge an additional amount of €7,50 administration costs to still make your debit collection. Every member is responsible for enough money in his/her bank account as mentioned is your membership agreement.
- 4.4 For late payments, all of the remainder payments of the membership installments due and they must be paid within thirty days after due by the member towards JMSC.

- 4.5 If JMSC should proceed to collect its claims against its member, the member is also being charged for all the extrajudicial collection costs and legal interest. When JMSC has gone on to collect its receivables, the member can no longer use the facilities of the club until the moment all charged costs are considered met by JMSC.
- 4.6 The agreed entry, administration and pro-rata costs must be met upon registration. If this is not possible, this will be met by direct debit. Failure to pay these charges does not mean that the membership agreement may be declared invalid.
- 4.7 JMSC offers several rebate forms (such as 55+, student, company, partner, etc.) to its membership. Only one discount per membership form can be awarded. The member is required to prove that he/she is eligible for a discount. Any changes that affect the granting of the discount should be announced in advance, to be delivered again at the end of each period of six consecutive months, or at the first request of JMSC. If the member fails to provide proof within fourteen days of the request of JMSC, or the six-month period referred to in the article, the discount will automatically expire and the regular fare will be charged. The charging of the regular rate, instead of the discount rate, gives the member no right to terminate his membership. Discounts will not be granted retroactively. In the case of youth memberships will be the year that a youth member exceeds the age limit, and thus more membership fee must be paid, in accordance with his/her new age group this new membership fees are automatically calculated and the agreement can not be terminated prematurely in that case.
- 4.8 The member can in no way claim the refund of membership.
- 4.9 All prices are including TAX. JMSC holds the right to change the prices in the case of statutory changes for example, the tax rates.
- 4.1 JMSC is entitled to index membership prices with maximum 5% on 1 January of each calendar year. If the price change is made during the first three months of the agreed contract period, the member is entitled to dissolve his contract with immediate effect.

## **5. Privacy**

- 5.1 JMSC behaves in accordance with the provisions of the law on the protection of personal data of 2001. JMSC is responsible for the processing of your data. Your personal data will be included in our member database and is being processed for managing the membership, the products and services, to carry out market studies to inform you about new products and services and for the accomplishment of the information and promotion campaigns. Your personal data will not be transferred to third parties without your personal consent.
- 5.1 CBP report number m1495597

## **6. Membership key**

- 6.1 The member will receive after signing the agreement a membership key. This key is your property and is strictly personal. Activation and deactivation is done by JMSC only. For short-term memberships (up to one month) this key is being provided under deposit. The membership key must be returned in good condition (Clean, working and undamaged) within thirty days of termination of membership.
- 6.2 JMSC is entitled to deny the member access if the membership key is abused.
- 6.1 Loss, theft or damage of the key must be reported immediately at JMSC. JMSC is in case of such situation entitled to charge € 20,- fee of the member for a new key.

## **7. Termination of membership**

- 7.1 If the member doesn't terminate his / her membership four weeks before the due date by a written letter, the membership will be automatically extended for an indefinite period, with a notice period of four weeks, unless the legislature provides otherwise.
- 7.2 In a contract of more than one year, occurs after one year the right for the member to terminate his/her contract with a notice period of one month. Discounts that have been given over a contract for a longer duration will thereby be included.
- 7.3 Notice must be made in writing. We prefer that you indicate this personally and evaluate this with one of our sports advisors. Your cancellation will be processed immediately. You will receive an official cancellation by mail or e-mail within three weeks. This also serves as proof of cancellation.
- 7.4 Notices must be sent by registered mail to JMSC.
- 7.5 The interim termination of the contract can only be done for significant reasons or medical grounds, if such situation is expressed by the member. This must be declared in writing by the member and is handled with discretion by JMSC.
- 7.6 When moving beyond a radius of fifteen kilometers from JMSC. JMSC requires proof of enrollment in the new municipality. here for stands a notice period of four weeks.
- 7.7 When the contract is prematurely terminated, JMSC is authorized to take administration costs into account.

## **8. Illness/injury**

- 8.1 In case of long-term injury, pregnancy or injury the membership can be put on a temporarily stop with written authorization of JMSC. This is with a minimum of one month to a maximum of six months. (This does not apply, for example study and holidays) and is possible only after the submission of sound evidence.
- 8.2 JMSC is authorized to charge an amount of € 10, - with each freezing.
- 8.3 Temporary stops are never retroactively.
- 8.1 The end date of the membership agreement is extended and the financial obligation is suspended for the duration of the temporary stop for a maximum of six months.

## **9. Opening and lessons**

- 9.1 JMSC is entitled to close, in whole or in part, during public holidays and school holidays.
- 9.2 JMSC is, without the consent of each member, entitled to change the opening hours (or parts thereof), of the club temporarily or permanently.
- 9.3 JMSC is authorized to close part of the club for repairs and maintenance. the member has, in that case, no right to a refund of membership fees.
- 9.1 When a trainer is unexpectedly prevented (eg sudden illness, accident, extreme weather conditions or force majeure) JMSC is kept, within reasonable limits, responsible to arrange a replacement. If JMSC fails, members have no right to reimbursement of membership fees.

## **10. Personal information**

10.1 Changes concerning the personal situation of the member (eg, address, phone, email or bank account information) are to be sent to JMSC in writing.

10.2 If JMSC must make extra costs to identify new personal data, the costs will be charged to the member in question.

## **11. Liability**

11.1 The member is obliged to state any health and / or medical restrictions that must be held, or which could give rise to possible health damage or injuries during sports at registration.

11.2 JMSC has the right as a condition of enrollment to ask about the ability of a member to sport and if there are any doubts to ask for a medical certificate of any health risks.

11.3 If the health of a member is changed so that any risk factors occur or may take place during sports then the member is obliged to notify JMSC this.

11.4 In case of (health) events to intervene quickly and effectively and thus to ensure compliance with the safety of the members present, there are since 2011 security cameras in the gym rooms of JMSC. These have the purpose of providing security when a trainer is temporarily not physically present in the room. The cameras are installed visible. The images captured by the camera are not stored permanently but will be deleted within 24 hours.

11.5 JMSC is not liable for any injury, accident or lost objects of any kind and from any cause whatsoever unless clearly demonstrable intent or deliberate recklessness of JMSC or her supervisor.

11.6 Each member is responsible for property damage, personal injury and / or loss of personal property. You will be advised to take out insurance for the above.

11.7 Please always store your valuables in the lockers provided. The lockers are available during opening hours on loan. (One Euro coin is required as a deposit to use the lockers). The lockers should be empty after use. Abandoned valuables will be removed. See further 11.5.

## **12. JMSC House rules**

12.1 It is known to every member that JMSC applies certain house rules. these house rules are present in the club and, if desired, can be requested at reception desk or via the website. You should know the house rules and act accordingly.

12.2 The club may at any time refuse or deny access to any person whose conduct is reason to do so. At the discretion of JMSC.

## **13. Final provision**

13.1 Agreement between member and JMSC can only be made in writing and may only be amended in writing. all agreements, conditions or exceptions must be in writing and signed by the parties.

13.2 If any of the above provisions, is invalid or illegal, the other provisions shall remain in force.