

# General Terms and Conditions

Version May 2022



## Article 1. Participation in our lessons

1. A training year runs from 1 January to 31 December and is an average of 39 weeks of lessons.
2. By completing and signing the subscription authorization in full, you agree that a tenth of the subscription fee is collected monthly, with the exception of July and August.
3. In case a GelrePas is used, the remaining year amount that is not covered by the credits on the GelrePas, is debited in accordance with Article 2.
4. The authorisation form can be obtained through our [site](#) or through the trainer.
5. You can submit the completed and signed authorization form to the teacher or send it to the address at the top of the form.
6. For adult gymnastics, you can buy a stripping card for 10 lessons, which is automatically renewed once a full stripping card has been handed in.
7. The subscription is personal, is in the name of the participant and is not transferable.

## Article 2. Discount and restitution

1. Students receive a 20% discount after handing in a copy of their student card
2. Family members are eligible for family discount: a second family member pays 85% of the lowest subscription fee, a third family member pays 75% of the lowest subscription fee.
3. GelrePas holders do not pay a subscription fee after annual issuing of a copy of their GelrePas (front and backside copy), provided it the credits cover the subscription fee for (the remainder of) that year.
4. For our participant administration we always need a valid IBAN number.
5. Refund of subscription fees is possible at the request of a subscription holder (subject to the age of majority), his/her legal representative or administrator if applicable if it can prove that the direct debit(s) has been executed improperly.
6. Refund of GelrePas funds will be made after a subscription has ended by refunding the remaining credits to the GelrePas.

## Article 3. End of Subscription

1. The subscription, and therefore your financial obligation, ends under the following conditions:
  - a. As soon as the participant administration has been informed of the death of the relevant subscription holder by a family member.
  - b. As soon as the participant administration has been informed that the relevant subscription holder is unable to attend classes due to illness, long-term injury or other medical conditions.
  - c. As of immediately, at the time when the participant administration has determined that the subscription holder has not participated in the lessons for more than two months.
  - d. As of immediately, at the request of the subscription holder (subject to the age of majority), his/her legal representative or administrator.
2. Termination can only be requested by e-mail or via our contact form to submit a request to the participant administration with a statement of the reason for termination.
3. The bank details required for the purpose of carrying out a direct debit will be deleted from the participant records once it has been established that all financial obligations have been met.

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## Article 4. Own safety

1. Rules for all lessons:
  - a. It is in the best interests of the participant in our lessons that the trainer is well aware of particular allergies, injuries or conditions that may affect the efforts during the lesson or the use of materials such as magnesium.
  - b. It is in the best interests of the participant in our lessons that the trainer is well aware of the contact details, possibly the general practitioner and medication use in case the participant becomes unwell during our lessons.
  - c. The participant or his/her legal representative may fill out a form and allow the trainer to keep this information with them during the lessons.
2. Additional rules for all lessons in a gym:
  - a. In the gym, the use of street shoes is not permitted.
  - b. Equipment may only be used with the consent of the trainer.
  - c. In the gym, no food or drinks may be consumed.
3. Additional rules for gymnastics lessons and Freerunning lessons:
  - a. It is not allowed to wear jewellery and/or piercings during training, as this is unsafe during situations where you need to be caught.
  - b. Long hair should be worn tight (tail or braid) during class, as loose hairs may lead to unsafe situations.

## Article 5. Liability

1. Unless it is demonstrated by the person concerned that damage has been caused by acts by or on behalf of Stichting Gym&Turnen Arnhem, which are to a serious extent contrary to the due diligence that must be exercised as a teacher in the context of Stichting Gym&Turnen Arnhem, Stichting Gym&Turnen Arnhem does not accept liability for theft, accidents or damage, which takes place at the locations and or accommodation where Stichting Gym&Turnen Arnhem carries out its activities or organises events.
2. Nor is Stichting Gym&Turnen Arnhem liable for damages caused during or as a result of attending a lesson or course.
3. Stichting Gym&Turnen Arnhem is not liable for damages caused by the person's failure to comply with safety regulations, or for not observing instructions from Stichting Gym&Turnen Arnhem and/or its trainers.
4. For defects in the field of (additional) services provided by Stichting Gym&Turnen Arnhem, the liability of Stichting Gym&Turnen Arnhem is limited to a maximum of an amount equal to the subscription fee, or for a maximum of the amount of the fee charged to the person under the agreement by Stichting Gym&Turnen Arnhem under the agreement.
5. This limitation does not apply if the damage is due to intent or gross negligence of Stichting Gym&Turnen Arnhem or its trainers.
6. If the execution of an agreement requires Stichting Gym&Turnen Arnhem, under approval by the person concerned, to call in a person established within or outside the Netherlands, who is not part of Stichting Gym&Turnen Arnhem, to provide services under the agreement, Stichting Gym&Turnen Arnhem is not liable for any mistakes made by this (legal) person.
7. Any liability of Stichting Gym&Turnen Arnhem, or of its trainers, staff and volunteers, is at all times limited to the amount paid in the relevant case under the liability insurer of Stichting Gym&Turnen Arnhem, including the amount of the excess. The following restrictions must be observed:
  - a. Non-eligible for retardance damage, business damage and foregone profits, due to whatever cause arises. The person concerned will have to insure himself against such damage if he so wished.
  - b. Stichting Gym&Turnen Arnhem is not liable for damages (any other person) inflicted on property (including movable and immovable property) by or during the implementation of the agreement, both with the person concerned and with third parties.



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## Article 6. Risk acceptance

1. The participant in the lessons of Stichting Gym&Turnen Arnhem is aware of and accepts the risk inherent in exercising sport.
2. This risk may manifest prior to, during and after attending a class or course and may have an impact on the health or physical condition of the participant.
3. The participant participates in the lessons on his own account and risk.
4. Wilful damage to equipment, materials or persons will be dressed on the causative agent.
5. Regardless of the fact that Stichting Gym&Turnen Arnhem takes as many measures as possible to prevent theft, each participant bears their own risk for losing his or her garments, jewellery and the like.
6. Theft is reported in all cases.

## Article 7. Insurance

1. Stichting Gym&Turnen Arnhem advises every participant in the classes of Stichting Gym&Turnen Arnhem to take out insurance for civil liability.
2. Stichting Gym&Turnen Arnhem advises that you should also take out accident insurance.
3. Stichting Gym&Turnen Arnhem has insurance for liability companies for its board members, staff and volunteers.

## Article 8. Privacy

1. Stichting Gym&Turnen Arnhem is a controller, as referred to in the General Data Protection Regulation in force on 25 May 2018.
2. Stichting Gym&Turnen Arnhem has established its responsibility, as well as the rights and obligations of those involved in a Privacy Statement, which is [downloadable](#) and [readable through our website](#).

## Article 9. Final Provisions

1. The invalidity of one or more of the provisions in these terms and conditions shall be without prejudice to the validity of all other provisions.
2. The agreement to which these terms and conditions have been declared applicable shall be subject to Dutch law.
3. The Dutch court has the jurisdiction to take note of disputes in the event of exclusion.