

## **General Terms and Conditions UM SPORTS**

### **Article 1 Definitions**

- Subscription Fee: the amount which the Customer owes to UM SPORTS through a Company Fitness Scheme or Fit with Discount for the agreed Sports Subscription.
- General Terms and Conditions: these General Terms and Conditions of UM SPORTS.
- Company Fitness Scheme: an employer's company fitness scheme with benVitaal B.V., or another company fitness provider approved by UM SPORTS for the benefit of its staff.
- Fit met Korting: discount scheme of an employer with or without fiscal company fitness scheme with benVitaal B.V. for the benefit of its (former) employees and their family members.
- Customer: a natural person with a minimum age of 16 years not acting in the capacity of practising a profession or operating a business who has an Agreement with UM SPORTS.
- Membership Fee: the amount which the Customer owes to UM SPORTS for the agreed membership.
- Agreement: The Agreement between UM SPORTS and the Customer regarding one or more Sports Subscriptions.
- Sports Subscriptions: the subscriptions and memberships offered by UM SPORTS as stated on <https://www.maastrichtuniversity.nl/support/sports/memberships> and as modified from time to time.
- UM SPORTS: part of the Maastricht University/Student Service Centre that facilitates sports and exercise activities, among other things.
- UM SPORTS Card: the (digital) card furnished to the Customer after the Agreement is formed.
- University Sports Centre: the building where UM SPORTS is located.

### **Article 2 Applicability**

By concluding an Agreement, the customer agrees with the contents and applicability of these General Terms and Conditions and, in the case of an Agreement based on a Company Fitness Scheme or Fit met Korting, also with the applicable terms and conditions of UM SPORTS or another approved company fitness provider. In the event of discrepancies between these General Terms and Conditions and the applicable terms and conditions of the relevant company fitness provider with a Customer with a Sports Subscription through a Company Fitness Scheme or Fit met Korting, the latter terms and conditions shall prevail. These General Terms and Conditions constitute an integral part of the Agreement and any further agreements concluded between UM SPORTS and the Customer.

By concluding an Agreement, the Customer agrees with the contents and applicability of the most recent internal regulations which can be found on the [website](#). UM SPORTS reserves the right to amend the internal regulations from time to time.

### **Article 3 Formation, registration and payment**

1. An Agreement can only be entered into by a Customer.
2. Before the Agreement can be entered into, the Customer must show in which customer category applied by UM SPORTS he or she falls, these can be found on

<https://www.maastrichtuniversity.nl/support/sports/memberships/rates>. Based on the above, UM SPORTS determines the Membership Fee.

3. An Agreement will not be formed until the Customer has registered with UM SPORTS (through [MyUSC](#) or through the service desk in the University Sports Centre) and the Subscription Fee owed has been received by UM SPORTS.
4. Notwithstanding Article 3 paragraph 3 of these General Terms and Conditions, if the Customer participates through a Company Fitness Scheme, the Agreement is formed by registering with a company fitness provider approved by UM SPORTS. Upon termination of employment of the Customer, who participates through a Company Fitness Scheme, for the duration of the Agreement as referred to in Article 6 paragraph 1 of the General Terms and Conditions, the Customer has the obligation to continue the Sports Subscription him or herself, whether or not through Fit met Korting.
5. The Subscription Fee must be paid in advance and in a lump sum into a bank account number indicated by UM SPORTS.
6. Notwithstanding Article 3 paragraph 5 of these General Terms and Conditions, a Customer who has an Agreement through a Company Fitness Scheme may pay the Subscription Fee in monthly instalments. On the understanding that the exception as described above no longer applies as soon as the Customer continues the Sports Subscription him or herself.

#### **Article 4 The Agreement**

1. The Agreement will include one or more Sports Subscriptions. The Customer may increase the number of Sports Subscriptions during the term of the Agreement. A reduction in the number of Sports Subscriptions is not possible during the term of the Agreement.
2. The Agreement will be strictly personal and non-transferable.
3. In concluding the Agreement, the Customer agrees to visitor registration by UM SPORTS.
4. In concluding the Agreement, the Customer agrees to register for the receipt of the (digital) UM SPORTS member newsletter. The Customer can unsubscribe from receiving the aforementioned newsletter at any time.
5. Upon termination of employment of the Customer, who participates through a Company Fitness Scheme, for the duration of the Agreement as referred to in Article 6 paragraph 1 of the General Terms and Conditions, the Customer has the obligation to continue the Sports Subscription him or herself, whether or not through Fit met Korting, thereby creating a new Agreement in accordance with the provisions of these General Terms and Conditions.

#### **Article 5 Privacy**

1. UM SPORTS handles all of the Customer's personal data in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR).
2. Personal data will never be shared with third parties without the Customer's consent.
3. UM SPORTS will only use the Customer's personal data in order to exercise its tasks properly and not for commercial purposes.
4. The Customer's personal profile, including stored data such as visits and reservations, is only accessible to UM SPORTS staff, who need this information in the performance of their duties. These data will be used solely for administrative purposes and for the improvement of services of UM SPORTS.

#### **Article 6 Duration and termination**

1. UM SPORTS offers the Customer a choice between:

- an Agreement for the (remaining) duration of the current academic year;
  - an Agreement for the (remaining) duration of the current first semester up to and including January (semester membership);
  - an Agreement for the (remaining) duration of one month (monthly membership).
2. Notwithstanding Article 6 paragraph 1 of these General Terms and Conditions, it is not possible for the Customer to opt for a semester membership or monthly membership if the Agreement is concluded via a Company Fitness Scheme, this Agreement has a minimum term of 12 months which is automatically extended for a period of 12 months.
  3. The Agreement will terminate automatically after the end of the period referred to in Article 6 paragraph 1 of these General Terms and Conditions. From now on, the Customer can conclude a new Agreement with UM SPORTS.
  4. The Customer may not terminate the Agreement early, unless, in UM SPORTS' judgment, there are compelling circumstances. UM SPORTS will assess whether the Customer is eligible for a partial refund of the Membership or Subscription Fee in such a case. Refund requests after the end of the duration or term of the Agreement pertains will never be granted.
  5. UM SPORTS may terminate the Agreement early with immediate effect if:
    - The Customer violates one or more provisions of these General Terms and Conditions, the applicable internal regulations, safety rules and/or additional regulations; or
    - In the opinion of UM SPORTS, the Customer has shown unacceptable behaviour or has otherwise behaved unlawfully vis-à-vis UM SPORTS or vis-à-vis another contractor of UM SPORTS.

In the aforementioned cases, the Subscriptions associated with the Agreement will be cancelled immediately. UM SPORTS will not refund the remaining Membership or Subscription Fee in such cases.

6. In the case of force majeure and/or unforeseen circumstances, including but not limited to the Customer's prolonged illness or injury or the (partial) closure of UM SPORTS by order of the Dutch government, the Customer may contact UM SPORTS by email in order to arrive at a customised solution. If, in the case of a force majeure situation, the Customer does not contact UM SPORTS with a view to arriving at a customised solution, the Membership or Subscription Fee will be considered to be a gift to UM SPORTS.

#### **Article 7 UM SPORTS' obligations**

1. UM SPORTS will perform the required maintenance for the facilities and items within the University Sports Centre.
2. UM SPORTS will guarantee/ensure that the instructors and supervisors have the knowledge which may reasonably be expected of an instructor or supervisor.
3. UM SPORTS will ensure that there are adequate first-aid resources within the University Sports Centre.
4. UM SPORTS will take measures to avoid damage to or the loss of Customers' property, but will not be liable for damage to or loss or theft of Customers' property.

#### **Article 8 Customer's obligations**

1. The Customer will comply with the instructions given by UM SPORTS and the internal regulations and must always follow directions by UM SPORTS or employees appointed by UM SPORTS.

2. The Customer may only use machines, materials or facilities which are included in his/her Sports Subscription(s).
3. The Customer may not use machines, materials or facilities with which the Customer is unfamiliar. If the Customer is unfamiliar with one or more machines or facilities, he/she must inform UM SPORTS, so that UM SPORTS can provide assistance.
4. The Customer may not use machines, materials or facilities outside the hours indicated by UM SPORTS.
5. The Customer must deregister from an activity at least 30 minutes beforehand if the Customer no longer wishes to participate in an activity for which the Customer had registered. In the absence of a timely deregistration by the Customer, UM SPORTS may impose sanctions on the Customer, such as, for example, but not exclusively, a temporary blockade of registration or a fine. The sanction imposed is at the discretion of UM SPORTS.
6. In the case of force majeure and/or unforeseen circumstances as a result of which the Customer has not been able to deregister from an activity in time as detailed in Article 8 paragraph 5 of these General Terms and Conditions, the Customer can contact UM SPORTS by email in order to arrive at a customised solution. UM SPORTS is not obliged to honour the Customer's claim of force majeure and/or unforeseen circumstances.
7. The Customer is not permitted to use the equipment, materials and facilities if the Customer is under the influence of alcohol, drugs or drugs designated as doping.
8. The Customer is not permitted to smoke in and on the grounds around the University Sports Centre.
9. The Customer may not consume alcohol in or around the University Sports Centre. Alcohol may, however, be obtained and consumed at the caterer located in the University Sports Centre.
10. If there is:
  - (a) participation in UM SPORTS activities without a valid Agreement; and/or
  - (b) falsification of the UM SPORTS Card; and/or
  - (c) resale of the UM SPORTS Card, the Agreement and/or the associated Sports Subscriptions; and/or
  - (d) purchase and/or use of someone else's UM SPORTS Card, Agreement and/or associated Sports Subscriptions,

this will constitute fraud and UM SPORTS may take the following measures:

- (a) Suspend the Sports Subscription for a period to be determined by UM SPORTS, the Sports Subscription will be reactivated after payment of EUR 25 administration costs;
  - (b) Impose a fine;
  - (c) Make an entry in the UM SPORTS database;
  - (d) Engage the security service;
  - (e) Impose a prohibition of access or participation
  - (f) (temporarily) terminate the Agreement and the associated Sports Subscriptions without entitlement to a (partial) refund.
11. If, in UM SPORTS' judgment, the Customer has displayed improper behaviour and/or breached the internal rules and/or does not follow the instructions of UM SPORS staff, UM SPORTS is entitled to take measures including, but not limited to, a warning, reprimand, removing or having the Customer removed from the University Sports Centre or other locations affiliated with UM SPORTS, and (temporary) termination of the Agreement and the associated Sports Subscriptions without entitlement to (partial) refund.

## **Article 9 Interim changes**

1. UM SPORTS may make interim changes to the facilities, schedules, programmes, Membership Fee, Subscription Fee and opening hours offered. Insofar as possible, UM SPORTS will announce the intended changes beforehand in a satisfactory manner.
2. UM SPORTS will try to arrange for substitutes if teachers are absent. If a lesson or programme is cancelled or cannot go forward, this will be communicated through the MyUSC, email, newsletter and/or social media. In this case, a refund of the Membership or Subscription Fee will not be possible.
3. The Customer shall communicate changes in the Customer's name and address details to UM SPORTS in a timely manner via the UM SPORTS service desk.
4. UM SPORTS may amend these General Terms and Conditions unilaterally. The amendments will be communicated to the Customer three (3) months before they take effect through the UM SPORTS website, email, newsletter and/or social media. If the General Terms and Conditions are amended, the Customer may, within one (1) month after the amendments are announced, terminate the Agreement early, and the Membership or Subscription Fee for the remaining subscription period will be refunded.

## **Article 10 UM SPORTS Card**

1. After concluding the Agreement, the Customer will receive a personal membership or subscription card ('the UM SPORTS Card'). The UM SPORTS Card must be shown and scanned when a Customer participates in UM SPORTS activities. The UM SPORTS Card must also always be shown by the Customer at UM SPORTS' request.
2. If the UM SPORTS Card is lost or damaged, a new UM SPORTS Card may be requested. UM SPORTS will charge the Customer EUR 5 for the costs incurred. In the case of theft of the UM SPORTS Card, these costs will not be charged to the Customer upon presentation of proof of reporting to the police.
3. If the Agreement is terminated early in accordance with Article 6 paragraphs 4 and 5 of these General Terms and Conditions, the Customer must return the UM SPORTS Card to UM SPORTS' service desk at the earliest opportunity, but in any case within two (2) weeks.

## **Article 11 Liability**

1. UM SPORTS will be liable vis-à-vis the Customer for damage resulting from an attributable shortcoming in the fulfilment of its obligations under the Agreement and for damage if and insofar as UM SPORTS is liable for this under the law or this Agreement.
2. The Customer will be liable to UM SPORTS for damage resulting from an attributable shortcoming in the fulfilment of his or her obligations under the Agreement and for damage for which the Customer is liable under the law or this Agreement.
3. The use of UM SPORTS' machines, materials and facilities, as well as participation in UM SPORTS' sports programmes, lessons and/or activities, will be entirely at the Customer's own risk. UM SPORTS will not be liable for pecuniary or non-pecuniary damage, accidents or injury by the Customer. The Customer will not be insured through UM SPORTS against the consequences of accidents.
4. UM SPORTS will not be liable for damage to or loss or theft of property belonging to the Customer that are stored in the University Sports Centre.
5. Except for intent or gross negligence, the liability of UM SPORTS is at all times limited to a maximum of the amount paid out by the liability insurer of UM SPORTS.

## **Article 12 Correspondence and complaints procedure**

1. Unless indicated otherwise in these General Terms and Conditions and/or the Agreement, all correspondence by UM SPORTS to the Customer will be sent exclusively by email. For Customers who are UM students and UM staff, UM SPORTS will use the Customer's UM account known to it for this purpose.
2. Requests, complaints, enquiries or communications must be filed exclusively by email to [umsports@maastrichtuniversity.nl](mailto:umsports@maastrichtuniversity.nl).

## **Article 13 Miscellaneous provisions**

1. Besides being governed by these General Terms and Conditions, the Agreement will be subject to the internal rules and additional rules may apply per Sports Subscription. These regulations and rules will constitute an integral part of the Agreement and may be viewed on the [website](#).
2. If one or more articles of the General Terms and Conditions and/or the Agreement turn out to be invalid or otherwise non-binding, this will not affect the validity of the other articles in the General Terms and Conditions and/or the Agreement.
3. Only Dutch law will apply to these General Terms and Conditions and/or the Agreement and any other agreements between UM SPORTS and the Customer. Any disputes ensuing from or relating to these General Terms and Conditions and/or the Agreement will exclusively be settled by the District Court of Limburg, the Netherlands, Maastricht location.