

## **General terms and conditions UM SPORTS**

### **Article 1 Definitions**

- Subscription fee: the amount the Customer owes UM SPORTS via a Corporate Fitness Scheme or 'Fit with Discount' for the agreed sports subscription.
- General Terms and Conditions: the present general terms and conditions of UM SPORTS.
- Company Fitness Scheme: company fitness scheme of an employer with benVitaal B.V. or another company fitness provider approved by UM SPORTS for its employee(s).
- 'Fit with discount': discount scheme of an employer with or without a fiscal Company Fitness Scheme with benVitaal B.V. for the benefit of its (former) employee(s) and their family members.
- Customer: the natural person with a minimum age of 16 who is not acting in the exercise of a profession or business and who has an Agreement with UM SPORTS.
- Membership fee: the amount the Customer owes UM SPORTS for the agreed membership.
- Agreement: agreement between UM SPORTS and the Customer regarding one or more Sports' subscriptions.
- Sports' subscriptions: the subscriptions and memberships offered by UM SPORTS, as displayed on <https://www.maastrichtuniversity.nl/support/sports/memberships>, as amended from time to time.
- UM SPORTS: part of Maastricht University Student Service Centre that, among other things, facilitates sports and exercise activities.
- UM SPORTS card: the (digital) card provided to the Customer after the conclusion of the Agreement.
- University Sports Centre: the building where UM SPORTS is situated.

### **Article 2 Applicability**

By concluding an Agreement, the Customer agrees to the contents and applicability of these General Terms and Conditions and, in the case of an Agreement based on a Corporate Fitness Scheme or 'Fit with Discount', also to the applicable terms and conditions of the corporate fitness provider approved by UM SPORTS. In the event of discrepancies between these General Terms and Conditions and the applicable terms and conditions of the corporate fitness provider concerned in the case of a Customer with a Sports Subscription via a Corporate Fitness Scheme or 'Fit with Discount', the latter terms and conditions shall prevail. These General Terms and Conditions form an integral part of the Agreement and all further agreements concluded between UM SPORTS and the Customer.

By entering into an agreement, the Customer agrees to the contents and applicability of the most recent internal regulations, which can be found on the website. UM SPORTS reserves the right to unilaterally amend the rules and 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 has to show in which of UM SPORTS' customer categories the Customer falls, as can be found on <https://www.maastrichtuniversity.nl/support/sports/memberships/rates>.  
On this basis, UM SPORTS will determine the membership fee.
3. An Agreement does not come into effect until after registration at UM SPORTS (via MyUSC) and after the Customer has issued a direct debit authorisation.
4. As opposed to Article 3.3 of these General Terms and Conditions, in the case of participation by the Customer in a company fitness scheme, the Agreement is established through the Customer's registration with a company fitness provider approved by UM SPORTS. Should the Customer, who participates in a company fitness scheme, leave service during the term of the Agreement as referred to in Article 6 paragraph 1 of these General Terms and Conditions, the Customer is obliged to continue the Sports Subscription him/herself, whether or not through 'Fit with Discount'.
5. The Membership Fee is collected monthly by UM SPORTS by direct debit from the bank account number specified by the Customer. The remaining part of the first calendar month of the membership is paid in advance.
6. If a direct debit fails, the Sports Subscription will be suspended, after which the Customer can lift the suspension of the Sports Subscription by means of a one-off payment of the overdue Membership Fee (online or by PIN).
7. The Customer with an Agreement through a Corporate Fitness Scheme or 'Fit with Discount' pays the Subscription Fee on a monthly basis.

### **Article 4 The Agreement**

1. The Agreement contains one or more Sports Subscription(s). During the term of the Agreement, the Customer may expand the number of Sports Subscription(s). Reducing the number of Sports Subscriptions is not possible during the term of the Agreement.
2. The Agreement is strictly personal and non-transferable.
3. When concluding the Agreement, Customer agrees to a visitor registration by UM SPORTS.
4. When concluding the Agreement, the Customer agrees to register to receive UM SPORTS' (digital) member newsletter. The Customer can unsubscribe from the aforementioned member newsletter at any time.
5. When the Customer, who participates in a Corporate Fitness Scheme, leaves the company during the term of the Agreement as referred to in Article 6 paragraph 1 of these Terms and Conditions, the Customer has the obligation to continue the Sports Subscription him/herself, whether or not through a 'Fit with Discount', thus creating a new Agreement in accordance with the provisions of these Terms and Conditions.

## **Article 5 Privacy**

1. UM SPORTS handles all personal data of the Customer in accordance with the General Data Protection Regulation (EU) 2016/679 ('AVG').
2. Personal data will never be shared with third parties without the Customers consent.
3. Personal data of the Customer will only be used by UM SPORTS for the proper performance of its duties and not for commercial purposes.
4. The personal profile of the Customer, including stored data such as visits and bookings, can only be accessed by UM SPORTS employees who need this information to perform their duties. This data is used exclusively for administrative purposes and improvement of UM SPORTS' services.

## **Article 6 Duration and termination**

1. UM SPORTS offers the Customer the choice of:
  - (a) a fixed-term Agreement which ends on 1 September (end of academic year)
  - (b) a fixed-term agreement which ends on 1 February (end of academic semester)
  - (c) an open-ended contract that can be terminated on the 1st of the following month.
2. Contrary to 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 through a Corporate Fitness Scheme, this Agreement has a minimum term of 12 months which is automatically extended for the duration of 12 months.
3. Fixed-term Agreements will, in the absence of cancellation or renewal after the expiry of the periods mentioned in Article 6 paragraph 1, automatically be converted into an Open-ended Agreement that can be cancelled as of the 1st of the following month.
4. Premature termination of the Agreement by the Customer is not possible, unless, in the opinion of UM SPORTS, there are serious circumstances. UM SPORTS will assess whether the Customer in such a case is eligible for a partial refund of the Membership or Subscription fee. Refund requests after the duration or term of the Agreement will never be honoured.
5. Premature termination of the Agreement with immediate effect by UM SPORTS is possible if: - The Customer violates one or more provisions of these General Terms and Conditions, the applicable house rules, safety regulations and/or additional regulations; or - The Customer has, in the opinion of UM SPORTS, displayed unacceptable behaviour or has otherwise behaved unlawfully towards UM SPORTS or towards another contracting party of UM SPORTS. In the aforementioned cases, the SPORTSs Subscriptions linked to the Agreement shall immediately lapse. The Membership or Subscription fee will not be refunded by UM SPORTS in these cases.
6. In the case of force majeure and/or unforeseen circumstances on the part of the Customer or (partial) closure of UM SPORTS by order of the Dutch government, the Customer can contact UM SPORTS by e-mail to come to a tailor-made solution. In the event the Customer does not contact UM SPORTS to come to a tailor-made solution, the Membership or Subscription fee is considered a donation to UM SPORTS.

## **Article 7 Membership category**

1. UM SPORTS reserves the right to ask for proof required at the relevant membership category for all memberships periodically and at the conclusion of a membership.
2. If the Customer does not provide the required proof in time, the Customers membership will be (temporarily) placed in membership category 4.
3. Changes in circumstances, at UM SPORTS' discretion, causing the membership category to change and the Customer to pay a higher monthly Membership Fee, entitle the Customer to terminate the membership prematurely.

## **Article 8 Obligations of UM SPORTS**

1. UM SPORTS shall subject the facilities and amenities within the University Sports Centre to the required maintenance.
2. UM SPORTS ensures/ensures that instructors and supervisors have the knowledge that can reasonably be expected of an instructor or supervisor.
3. UM SPORTS ensures that sufficient first aid equipment is present within the University Sports Centre.
4. UM SPORTS takes measures to prevent damage to or loss of property of Customers, but is not liable for damage, loss or theft of property of the Customer.
5. UM SPORTS informs the Customer at least 4 weeks in advance by e-mail to the registered e-mail address about changes in the membership category. These include:
  - (a) The obligation to provide proof again
  - (b) The renewal of a membership (not applicable to a monthly cancellable membership). Members are informed of this when they have not used the membership for 4 consecutive weeks.
  - (c) A change in the membership category and the corresponding change in the Membership Fee.

## **Article 9 Obligations of the Customer**

1. The Customer has to comply with the instructions given by UM SPORTS and the internal regulations, has to follow the instructions of UM SPORTS or the staff appointed by UM SPORTS at all times.
2. The Customer may only use equipment, materials or facilities which are part of the chosen Sports Subscription(s).
3. The Customer is not allowed to use equipment, materials or facilities with which the Customer is not familiar. Should the Customer be unfamiliar with one or more equipment or facilities, the Customer must inform UM SPORTS, so UM SPORTS can provide an explanation.
4. The Customer is not allowed to use equipment, materials or facilities outside the times indicated by UM SPORTS.

5. The Customer must deregister no later than 4 hours prior to an activity, if the Customer no longer wishes to participate in an activity for which the Customer had registered. Should the Customer fail to deregister on time, UM SPORTS may impose sanctions on the Customer, such as, but not limited to, a temporary suspension of registration or a fine. Which sanction is imposed is at the discretion of UM SPORTS.
6. In the event of force majeure and/or unforeseen circumstances as a result of which the Customer has not been able to sign up for an activity in time, as described in more detail in Article 8 paragraph 5 of these General Terms and Conditions, the Customer may contact UM SPORTS by e-mail to come to a tailor-made solution. UM SPORTS is not obliged to honour the Customer's appeal to force majeure and/or unforeseen circumstances.
7. The Customer is not allowed to use the equipment, materials and facilities if the Customer is under the influence of alcohol, drugs or substances designated as doping.
8. The Customer is not allowed to smoke in and on the grounds around the University Sports Centre.
9. The Customer is not permitted to consume alcohol in and around the University Sports Centre. An exception to this is obtaining and consuming alcohol in the catering establishment established in the University Sports Centre.
10. In case of:
  - (a) participation in UM SPORTS activities without a valid Agreement; and/or
  - (b) forging the UM SPORTS card; and/or
  - (c) reselling the UM SPORTS card, the Agreement and/or the related Sports Pass(es); and/or
  - (d) buying over and/or using someone else's UM SPORTS card, Agreement and/or related Sports Pass(es), this constitutes fraud and UM SPORTS may take the following measures:
    - (a) blocking the Sports Pass for a period to be determined by UM SPORTS, after payment of a EUR 50.00 administration fee, the Sports Pass will be reactivated;
    - (b) Imposing a fine;
    - (c) Making an entry in UM SPORTS' database;
    - (d) Activating the security service;
    - (e) Imposing an access and/or participation ban
    - (f) (temporary) termination of the Agreement and the associated Sports Pass(es) without entitlement to (partial) reimbursement.
11. Should, in UM SPORTS' judgement, the Customer display undesirable behaviour and/or fail to comply with the house rules and/or instructions of UM SPORTS's employees, UM SPORTS is entitled to take measures including, but not limited to, a warning, reprimand, removing (or having removed) the Customer from the University Sports Centre or other UM SPORTS-affiliated locations, and (temporary) termination of the Agreement and the Sports Pass(es) associated with it, without entitlement to (partial) reimbursement.

## **Article 10 Interim amendments**

1. UM SPORTS may make interim changes to the facilities, timetables, programmes, Membership Fee, Subscription Fee and opening hours offered. Where possible, UM SPORTS will announce intended changes sufficiently in advance.
2. UM SPORTS shall endeavour to provide replacements in case of absence of teachers. If a lesson or programme is cancelled or cannot take place, this will be communicated via MyUSC, e-mail, newsletter and/or social media. A refund of the Membership or Subscription fee is not possible in such a case.
3. Changes to a Customer's name and address details will be communicated to UM SPORTS in good time by the Customer via UM SPORTS' Customer Service.
4. UM SPORTS is entitled to unilaterally amend these General Terms and Conditions. Amendments will be communicated to the Customer three (3) months before they come into force, via the UM SPORTS website, e-mail, newsletter and/or social media. In the event of amendments to the General Terms and Conditions, the Customer may prematurely terminate the Agreement within one (1) month after the amendments have been announced, and the Membership or Subscription Fee will be refunded for the remaining subscription period.

## **Article 11 UM SPORTS card**

1. After concluding the Agreement, the Customer receives a personal membership or subscription card (the UM SPORTS card). The UM SPORTS card has to be shown and scanned when the Customer takes part in UM SPORTS activities. In addition, at the request of UM SPORTS, the UM SPORTS card has to be shown by the Customer at all times.
2. If the UM SPORTS card is lost or damaged, a new UM SPORTS card can be requested. UM SPORTS will charge the Customer EUR 5.50 for the costs incurred. In case of theft of the UM SPORTS card, these costs will not be charged to the Customer, upon presentation of a report.
3. Should the agreement be terminated prematurely in accordance with articles 6 paragraphs 4 and 5 of these General Terms and Conditions, the Customer must return the UM SPORTS card to the UM SPORTS desk as soon as possible, but within two (2) weeks.

## **Article 12 Liability**

1. UM SPORTS is liable to the Customer for damages resulting from an imputable shortcoming in the fulfilment of its obligations under the Agreement, as well as for damages if and insofar as these are for the account and risk of UM SPORTS by virtue of the law or this Agreement.
2. The Customer is liable to UM SPORTS for damages resulting from an imputable failure to fulfil his obligations under the Agreement, and for damages which by law or this Agreement are at the expense and risk of the Customer.

3. Use of UM SPORTS's equipment, materials and facilities, as well as participation in a sports programme, lessons and/or activities at UM SPORTS, is entirely at the Customer's own risk. UM SPORTS is not liable for material or immaterial damages, accidents or injuries of the Customer. The Customer is not insured against the consequences of accidents through UM SPORTS.
4. UM SPORTS is not liable for damage to, loss or theft of property belonging to the Customer and stored at the University Sports Centre.
5. Barring intent or gross negligence, UM SPORTS' liability is always limited to the amount paid out by UM SPORTS' liability insurer.

#### **Article 13 Correspondence and complaints procedure**

1. Unless otherwise stated in these Terms and Conditions and/or the Agreement, all correspondence by UM SPORTS to the Customer is exclusively done by e-mail. For Customers who are UM students and UM employees, UM SPORTS will make use of the Customer's known UM account.
2. Requests, complaints, questions or notifications can only be submitted by e-mail via [umsports@maastrichtuniversity.nl](mailto:umsports@maastrichtuniversity.nl).

#### **Article 14 Other provisions**

1. In addition to these General Terms and Conditions, the Agreement is subject to house rules and may be subject to additional regulations per Sports Subscription(s). These rules and regulations are an integral part of the Agreement and can be consulted on the website.
2. Should one or more articles of the General Terms and Conditions and/or Agreement be invalid or otherwise not binding, this shall not affect the validity of the remaining articles of the General Terms and Conditions and the Agreement.
3. Dutch law applies exclusively to these General Terms and Conditions, the Agreement and all other agreements between UM SPORTS and the Customer. All disputes arising from or related to the General Terms and Conditions and/or the Agreement shall be settled exclusively by the Limburg District Court, location Maastricht.