

General Terms and Conditions of Fitnessclub Nederland

ARTICLE 1 | DEFINITIONS

1. Club: the fitness/sports/wellness club for or on behalf of whom these terms have been declared applicable, acting at their own expense and risk, and affiliated in some manner with the private limited company Fitnessclub Nederland B.V., located at Raadhuisplein 1, 1693 EA Wervershoof. Through the website of Fitnessclub Nederland B.V., the company facilitates the formation of Agreements between Parties. The Club may also act as the user of these terms in Agreements not concluded via the website.
2. Counterparty: any person with whom the Club has entered into or intends to enter into an Agreement.
3. Parties: the Club and the Counterparty jointly.
4. Agreement: any agreement under which the Club commits to providing Services to the Counterparty.
5. Services: the services provided by the Club under the Agreement, including but not limited to unguided fitness, personal activities, trial lessons, squash, padel, group classes, and wellness.
6. Activity: each individual activity provided by the Club under the Agreement, on a specific day and time period.
7. Punch Card: a card pre-purchased by the Counterparty allowing participation in a specified number of Activities, valid for a set period.
8. Subscription: an Agreement with a minimum duration granting the Counterparty access to certain Activities.
9. Website: www.fitnessclubnederland.nl or the Club's website.
10. Written: includes communication by email or any method that, considering technical and social vstandards, is equivalent.

ARTICLE 2 | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer by the Club, each Agreement, and all resulting legal relationships between the Parties.
2. Derogations from these terms are only valid if explicitly agreed in writing. In case of conflict, the written agreement takes precedence.
3. Invalidity or nullity of any clause does not affect the validity of the remaining terms. Parties must consult to replace invalid provisions with clauses that reflect the original intent as closely as possible.

ARTICLE 3 | OFFER AND FORMATION OF AGREEMENTS

1. Every offer by the Club is non-binding; the Club is not obliged to enter into an Agreement solely based on its offer. The Club may revoke the offer immediately after acceptance.
2. Obvious errors or mistakes in an offer are not binding.
3. An Agreement is concluded when the Counterparty accepts the offer in the manner indicated by the Club. If made via the Website, confirmation will be sent by email.

ARTICLE 4 | RIGHT OF WITHDRAWAL

1. This article applies only to Agreements concluded via the Website that involve a payment obligation.
2. The Counterparty may withdraw from the Agreement within 14 days without giving reasons.
3. Services may only begin within the 14-day period upon explicit request from the Counterparty.
4. If the services are completed within the 14-day period, the right of withdrawal expires, provided the Counterparty agreed to start the service and waived the right of withdrawal.
5. If services are partially provided, the Counterparty owes a proportionate amount based on the completed portion of the Agreement.
6. Withdrawal can be made via email or the model form provided by the Club. The Club will confirm the withdrawal via email.
7. Payments received, minus any amounts due, will be refunded within 14 days of the withdrawal.

ARTICLE 5 | DURATION, TERMINATION, AND CANCELLATION OF AGREEMENTS

1. A Subscription is entered into for a fixed term of three or twelve months. After this term, it is automatically extended for an indefinite period unless canceled in time according to the next paragraph.

2. A Subscription ends by cancellation, but not before the fixed term has expired. Cancellation must be done by email with 30 days' notice. If signed in person at the Club, it may also be canceled in person. The burden of proof lies with the Counterparty.
3. When a Subscription ends, any add-ons also end.
4. A Punch Card entitles the Counterparty to participate in or use the number of Activities agreed in writing. It is valid only for the agreed period. After expiry, unused Activities cannot be redeemed.
5. If the Counterparty cancels prematurely or ignores the notice period, they owe the full agreed price as if the Club had completed the Agreement.
6. If the Other Party wishes to terminate the Agreement due to relocation, the Club will agree to this on condition that the Other Party moves its main residence to an address located at least 15 kilometers from the club's location. The Other Party must provide proper proof of this relocation by submitting proof of deregistration from the former municipality or proof of registration in the new municipality. In that case, the remaining contract term will lapse and a notice period of one (1) month will be observed.

ARTICLE 6 | TEMPORARY SUSPENSION OF SUBSCRIPTIONS BY THE COUNTERPARTY

1. Temporary suspension is only allowed for annual subscriptions. A 3-month subscription can be converted to an annual subscription to enable a temporary stop.
2. Maximum suspension duration is six months. Suspension must be requested via the mobile app, with an end date specified.
3. A maximum of two suspensions may be used.
4. The right to suspend lapses after automatic renewal. To regain this right, a new annual subscription must be started.
5. A Subscription cannot be canceled during a suspension period.

ARTICLE 7 | LIMITED ACCESS SUBSCRIPTIONS

If the Subscription allows access once per week, the Counterparty may participate in Activities five times per month. Unused sessions cannot be carried over to the next month.

ARTICLE 8 | GROUP CLASSES

1. Registration for group classes must be done via the designated mobile app, subject to availability which may change over time.
2. The Club reserves the right to change group class schedules and may cancel classes due to low attendance, force majeure, or unforeseen events. Affected members may join on another date/time.
3. The Club will inform members if a class is canceled due to illness or force majeure.
4. Class schedules may change, even for classes already booked. The member must check the current schedule; no separate notifications will be sent.

ARTICLE 9 | ATTENDANCE REGISTRATION

Once the Counterparty is marked present for an Activity, it is considered fully attended. Withdrawing or leaving early does not entitle the member to a makeup session or compensation. This does not apply to unlimited Subscriptions.

ARTICLE 10 | HEALTH

The Counterparty confirms they are in good health and physically capable of participating in the Services. They guarantee there is no medical reason preventing participation and acknowledge the risks. Participation is entirely at their own risk.

ARTICLE 11 | HOUSE RULES

1. The Counterparty must comply with the house rules of the Club's location. The Club may update these house rules periodically. The latest version forms an integral part of the Agreement.
2. The Counterparty is required to wear clean sports shoes and appropriate sportswear during physical activities.
3. A towel must be used during workouts, and equipment must be cleaned after use for the benefit of fellow athletes.
4. Taking photos or videos is prohibited if it violates the privacy of other members.
5. It is not permitted to drop equipment loudly or produce excessive noise while training.
6. Verbal and physical violence is not tolerated in the Club.

7. Both desired and undesired sexual advances or physical contact are not tolerated.
8. The Counterparty must ensure they understand how to properly use equipment and perform exercises. They are responsible for their own well-being and should respect personal limits.
9. Equipment must only be used for its intended purpose. All materials must be returned to their designated place after use.
10. The Counterparty should be aware of the risks of training without supervision. Training beyond personal limits without supervision is discouraged.
11. The Counterparty is responsible for personal belongings. The Club is not liable for any loss, theft, or damage.
12. The Club reserves the right to deny access or remove the Counterparty from the premises, or exclude them from participation, if their behavior justifies such actions based on reasonableness and fairness (e.g., violation of these house rules).

ARTICLE 12 | FORCE MAJEURE

1. The Club is not obliged to fulfill any obligation under the Agreement if it is prevented from doing so by circumstances beyond its control (force majeure).
2. If force majeure makes fulfillment permanently impossible or lasts longer than three months, either Party may terminate the affected part of the Agreement with immediate effect.
3. If the Club has already partially fulfilled its obligations, it may invoice that portion separately, as if it were a separate Agreement.
4. The Club is never liable for damages resulting from force majeure, except for what is stated in the previous clause.

ARTICLE 13 | SUSPENSION AND TERMINATION

1. The Club may suspend further performance of the Agreement if the Counterparty fails to meet any due obligations.
2. The Club may terminate the Agreement immediately if the Counterparty fails to meet their obligations, unless the breach is minor. In non-permanent breaches, the Club must first issue a written notice of default.
3. Suspension or termination is not justified if the breach is minor in nature.
4. Unless the Counterparty has fulfilled all payment obligations, the Club may terminate the Agreement immediately if the Counterparty is declared bankrupt, under debt restructuring, or otherwise loses free control of assets.
5. The Club may also terminate the Agreement if circumstances arise that make its continuation unreasonable (e.g., deteriorating relationship).
6. The Counterparty is not entitled to compensation resulting from lawful suspension or termination by the Club.
7. If the Counterparty is at fault, the Club may claim damages resulting from the termination or suspension.
8. Upon termination, all outstanding claims become immediately due and payable.

ARTICLE 14 | PRICE CHANGES AND PAYMENTS

1. The Club may increase the Subscription price annually by up to 10% on January 1, with at least six weeks' written notice. If this occurs within three months of the start date, the Counterparty may cancel the Subscription. VAT increases may be applied at any time.
2. The Club may require full or partial advance payment and may suspend services until payment is received.
3. Payments must be made in the manner and time specified by the Club. Cash payments may be refused.
4. If a direct debit authorization is revoked or reversed, payment must be made via a payment link. The Club may charge reversal costs.
5. If payment is late, the Club may suspend the Agreement and deny access. Default occurs automatically, and statutory interest is charged.
6. All reasonable collection costs, including legal and enforcement costs, are at the expense of the Counterparty, in line with the Dutch Collection Costs Act.

ARTICLE 15 | LIABILITY

1. The Club is not liable for damages caused by incorrect or incomplete information provided by the Counterparty or any other fault not attributable to the Club.
2. The Club is not obliged to provide a supervisor for every Activity unless the nature of the Activity requires it.
3. The Club is not liable for damages resulting from instructions, whether correct or not, given by instructors.
4. Participation in Services is entirely voluntary and at one's own risk. The Club accepts no responsibility. The Counterparty indemnifies the Club against any related claims or liabilities.
5. The Club does not guarantee specific results and is only committed to best-effort obligations.
6. The Club is never liable for indirect damage such as personal injury, loss of profits, or consequential damage.
7. These liability exclusions do not apply in cases of willful intent or deliberate recklessness by the Club or its senior staff.
8. If the Club is liable, its liability is limited to re-performance of the Service or the invoice value of the relevant part, and in any case to what is covered by its liability insurance.
9. The Counterparty is liable for damages they cause to Club property or third-party property.
10. All claims against the Club must be brought within one year, deviating from the statutory limitation period.

ARTICLE 16 | CAMERA SURVEILLANCE

The Club uses camera surveillance in its premises to enhance the safety of members and property. By using the Club's facilities, the Counterparty agrees to this surveillance. Image processing complies with applicable privacy legislation.

ARTICLE 17 | FINAL PROVISIONS

1. Rights arising from the Agreement are strictly personal and may not be transferred without prior written consent of the Club.
2. The Club may transfer its rights and obligations, for example in case of a legal entity change.
3. Dutch law exclusively applies to every Agreement and all resulting legal relationships.
4. Parties must make every effort to resolve disputes through mutual consultation before turning to court.
5. The competent court in the district of the Club's establishment has initial jurisdiction. The Counterparty may choose another legally competent court within one month after notification.