

General Terms and Conditions – Sport- en Wellnesscenter De Dars

ARTICLE 1 | DEFINITIONS

1. In these general terms and conditions, the following terms, always capitalized, have the meanings stated below.
2. De Dars: Sport- en Wellnesscenter De Dars, the user of these general terms and conditions, located at Europasingel 114, 1693 GV Wervershoof, registered in the Trade Register under Chamber of Commerce number 37086451.
3. Counterparty: any person with whom De Dars has entered into or intends to enter into an Agreement.
4. Parties: De Dars and the Counterparty jointly.
5. Agreement: any agreement under which De Dars has undertaken to provide Services to the Counterparty.
6. Services / Service Provision: the services to be provided by De Dars under the Agreement, including but not limited to unguided fitness, personal activities, trial lessons, squash, padel, group classes, and wellness.
7. Activity: any individual activity provided by De Dars under the Agreement, including trial lessons, group classes, or other activities, on a specific day and for a specific duration.
8. Punch Card: a card purchased in advance by the Counterparty for a certain number of Activities, valid for a limited period.
9. Subscription: an Agreement for a minimum fixed term under which the Counterparty can access or participate in the Activities covered by the Subscription.
10. Website: the website of De Dars.
11. Written: in addition to traditional written communication, includes communication by email or any other method which, given the current state of technology and prevailing social standards, can be considered equivalent.

ARTICLE 2 | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from De Dars, every Agreement, and all resulting legal relationships between the Parties.
2. Deviations from these terms are only valid if expressly agreed in Writing. In case of a conflict, the written agreement shall prevail.
3. The nullity or invalidity of one or more provisions of these terms or of the Agreement does not affect the validity of the remaining provisions. In such a case, the Parties shall consult to agree on a replacement provision that reflects the purpose and scope of the original as closely as possible.

ARTICLE 3 | OFFER AND FORMATION OF AGREEMENTS

1. Every offer from De Dars to enter into an Agreement is non-binding; De Dars is not obliged to enter into an Agreement solely based on the offer. De Dars may revoke the offer immediately or shortly after acceptance.
2. Obvious errors or mistakes in an offer are not binding.
3. Subject to paragraph 1, an Agreement is concluded when the Counterparty accepts the offer in the manner indicated by De Dars. If concluded 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 create a payment obligation for the Counterparty.
2. The Counterparty may withdraw from the Agreement within 14 days of its conclusion without stating a reason.
3. Services may only begin within the 14-day withdrawal period upon explicit request from the Counterparty.
4. If Services are completed within the 14-day period, the right of withdrawal expires if
 - performance began with the Counterparty's explicit prior consent, and
 - the Counterparty declared they waive the right of withdrawal once De Dars has fully performed the Agreement.
5. If Services are only partially provided and the Counterparty exercises the right of withdrawal, they owe De Dars a proportionate amount for the performed part, based on the agreed total price.

6. Withdrawal may be exercised via email or using the model withdrawal form provided by De Dars. The withdrawal will be confirmed by email.
7. Payments received will be refunded within 14 days of withdrawal, minus any amounts owed under paragraph 5.

ARTICLE 5 | TERM, TERMINATION, AND CANCELLATION OF AGREEMENTS

1. A Subscription is entered into for a fixed term of three or twelve months. After the fixed term, it is automatically extended for an indefinite period unless canceled in time according to paragraph 2.
2. Subject to Article 6.5, a Subscription ends by termination, but not before the fixed term expires. Termination must be by email with 30 days' notice. If the Subscription was concluded in person at De Dars, termination may be done the same way. The burden of proof lies with the Counterparty.
3. Upon termination of the Subscription, any add-ons also end.
4. If the Agreement involves a Punch Card, it entitles the Counterparty to the expressly agreed number of Activities. It is valid only for the agreed duration. After expiry, unused Activities are forfeited.
5. If the Counterparty cancels early or fails to observe the notice period, they owe the full price as if De Dars had been able to perform the Agreement fully.
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 possible for annual subscriptions. A three-month subscription can be converted to an annual subscription to enable suspension.
2. The maximum suspension period is six months. Requests must be made in the mobile app, specifying an end date.
3. The Counterparty may suspend a maximum of two times.
4. The right to suspend lapses after automatic renewal of the annual subscription; to regain it, a new annual subscription must be started.
5. A Subscription cannot be terminated during a suspension period.

ARTICLE 7 | LIMITED ACCESS SUBSCRIPTIONS

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

ARTICLE 8 | GROUP CLASSES

1. Registration must be via the designated mobile app and is subject to availability, which may change.
2. De Dars may change the class schedule or cancel due to insufficient participants, force majeure, or unforeseen circumstances. In such cases, the Counterparty may join another available class.
3. De Dars will inform the Counterparty if a class is canceled due to illness or force majeure.
4. De Dars may change schedules for booked classes; the Counterparty must check the latest schedule.

ARTICLE 9 | ATTENDANCE REGISTRATION

Once marked as present, the Counterparty is considered to have fully participated in the Activity. Leaving early or canceling after check-in does not entitle the Counterparty to a replacement or compensation, except for unlimited Subscriptions.

ARTICLE 10 | HEALTH

The Counterparty declares they are in good physical and mental condition and aware of no reason why they cannot participate without harm to health. Participation is at the Counterparty's own risk.

ARTICLE 11 | HOUSE RULES

1. The Counterparty must comply with De Dars' house rules, which may change. The latest version is part of the Agreement.
2. Clean sports shoes and appropriate attire must be worn.
3. A towel must be used, and equipment cleaned after use.
4. Taking photos or videos violating privacy is prohibited.

5. Dropping equipment loudly or making excessive noise is prohibited.
6. Verbal or physical violence is not tolerated.
7. Sexual advances, wanted or unwanted, are not tolerated.
8. The Counterparty must know how to use equipment safely and respect personal limits.
9. Equipment must be used for its intended purpose and returned after use.
10. The risks of unsupervised training must be acknowledged; overexertion without supervision is discouraged.
11. The Counterparty is responsible for personal belongings; De Dars is not liable for loss, theft, or damage.
12. De Dars may deny access or remove the Counterparty for violations of these rules.

ARTICLE 12 | FORCE MAJEURE

1. De Dars is not obliged to fulfill obligations if hindered by force majeure.
2. If performance is permanently impossible or delayed for over three months, either Party may terminate the affected part.
3. If partially performed, De Dars may invoice that part separately.
4. Damages due to force majeure are not compensated.

ARTICLE 13 | SUSPENSION AND TERMINATION

1. De Dars may suspend performance if the Counterparty fails to meet obligations.
2. De Dars may terminate immediately if obligations are not met, unless the breach is minor; in non-permanent breaches, written notice with a remedy period is required unless futile.
3. Suspension or termination is not justified for minor breaches.
4. De Dars may terminate if the Counterparty becomes bankrupt, is subject to debt restructuring, or loses control of assets.
5. De Dars may terminate if continuation is unreasonable, e.g., due to deteriorated relations.
6. The Counterparty is not entitled to compensation from lawful suspension or termination.
7. If termination is the Counterparty's fault, De Dars may claim damages.
8. All outstanding claims become due upon termination.

ARTICLE 14 | PRICE CHANGES AND PAYMENTS

1. De Dars may increase Subscription prices annually by up to 10% on January 1, with six weeks' written notice. If within three months of starting, the Counterparty may cancel before it takes effect. VAT changes may be applied anytime.
2. De Dars may require advance payment and may suspend services until paid.
3. Payments must be made as specified; cash may be refused.
4. If direct debit is canceled or reversed, payment must be made via a link provided by email; reversal costs may be charged.
5. If payment is late, De Dars may suspend services and deny access; statutory interest applies from default.
6. All reasonable collection costs are borne by the Counterparty, in line with the Dutch Collection Costs Act.

ARTICLE 15 | LIABILITY

1. De Dars is not liable for damage caused by incorrect or incomplete information from the Counterparty or other non-attributable causes.
2. De Dars is not required to provide an instructor for every Activity unless necessary.
3. De Dars is not liable for damages from following instructor directions, whether correct or not.
4. Participation is voluntary and at one's own risk; the Counterparty indemnifies De Dars from related claims.
5. De Dars makes no guarantees about results; only a best-effort obligation exists.
6. De Dars is never liable for indirect damage, including personal injury, lost profits, or consequential damage.
7. These exclusions do not apply in cases of intent or deliberate recklessness by De Dars or its management.
8. If liability applies, it is limited to re-performance or the invoice value, and in any case to insurance coverage plus any deductible.
9. The Counterparty is liable for damage they cause to De Dars' property or that of third parties.
10. All claims against De Dars expire after one year.

ARTICLE 16 | CAMERA SURVEILLANCE

De Dars uses camera surveillance for the safety of members and property. By using the facilities, the Counterparty consents. Processing complies with applicable privacy laws.

ARTICLE 17 | FINAL PROVISIONS

1. Rights under the Agreement are strictly personal and may not be transferred without written consent from De Dars.
2. De Dars may transfer its rights and obligations, e.g., in case of a legal entity change.
3. Dutch law exclusively governs all Agreements and resulting legal relationships.
4. Parties must try to resolve disputes through mutual consultation before going to court.
5. The competent court in De Dars' district has initial jurisdiction, unless De Dars chooses another competent court. The Counterparty may choose another competent court within one month after notice.