

## **Terms and Conditions**

### **Article 1 – Identity**

Sportcentrum Olympos is managed and exploited by Utrecht-based Student Sport Foundation Mesa Cosa.

Business Address: Sportcentrum Olympos, Uppsalalaan 3, 3584 CT, Utrecht  
Telephone: +31 30 253 4471  
Email: info@olympos.nl  
VAT Registration No.: 009212048B01  
Company Registration No.: 41184528

### **Article 2 – Definitions**

The following definitions are used in these General Terms and Conditions:

1. Seller : a natural or legal person who provides distance selling of products and/or services to Buyers;
2. Buyer: a natural person who enters into a distance contract with the Seller while not acting in the exercise of a profession or business;
3. Distance contract: an agreement within the framework of a system for the distance selling of products and/or services set up by the Seller, under which one or more techniques for remote communication are used exclusively, until and after the conclusion of the contract;
4. Technique for remote communication: a means that can be used to conclude agreements without the Buyer and Seller actually meeting;
5. Membership card: a card issued to the Buyer upon conclusion of a contract other than for an OlymPas or a Sports Club Card.
6. OlymPas: a card issued to the Buyer upon conclusion of a contract other than for a Membership Card or a Sports Club Card.
7. Sports Club Card: a card issued to the Buyer upon conclusion of a contract other than for a Membership Card or an OlymPas.
8. Cooling-off period: period during which the Buyer has the right to withdraw from the distance contract;
9. Right of withdrawal: the Buyer's right to withdraw from the distance contract within the cooling-off period;
10. Day: calendar day;
11. Permanent data carrier: any means which enables the Buyer or the Seller to store data directed to them personally and also allows for future consultation and unaltered reproduction of the stored data.

### **Article 3 – Applicability**

1. These General Terms and Conditions apply to any offer made by the Seller as well as to any distance contract concluded between the Seller and the Buyer.
2. Before concluding a distance contract, the text of these General Terms and Conditions shall be made available to the Buyer.
3. If, in addition to these General Terms and Conditions, specific product or service conditions apply, the second paragraph shall apply accordingly. In the event of conflicting (general) conditions, the Buyer shall be entitled to rely on the applicable provision most favourable to him/her.

#### **Article 4 – Description of products and/or services**

1. If the offer of a product or service is subject to specific conditions or time constraints, these will be stated explicitly in the offer.
2. The products and/or services shall comprise complete and accurate descriptions. The descriptions shall be sufficiently detailed to enable the Buyer to make an informed decision about the offer. If the Seller makes use of illustrations, these shall provide faithful representations of the products and/or services on offer. Any apparent errors or mistakes shall have no binding effect on the Seller.
3. The products and/or services shall be furnished with such information as is required for the Buyer to thoroughly understand his/her rights and obligations when purchasing a product or service. This specifically refers to:
  - a. The price inclusive of VAT;
  - b. The right of withdrawal;
  - c. The method of payment and the execution of the contract.
4. Up-to-date information about the Seller's products and services can be found on the Seller's website: [www.olympus.nl](http://www.olympus.nl).

#### **Article 5 – Contract**

1. Subject to the stipulations in paragraph 4 of this Article, the contract shall take effect from the moment the Buyer accepts the offer and has met the terms and conditions.
2. Upon the Buyer's electronic acceptance of the offer, the Seller shall electronically confirm this at once. The Buyer retains the right to dissolve the contract until he/she receives confirmation of his/her acceptance of the offer.
3. Upon the electronic conclusion of the contract, the Seller shall take appropriate technical and organisational measures to secure the electronic data transfer and provide a secure web environment. If the Buyer is given the option to pay electronically, the Seller shall take appropriate security measures thereto.
4. Within the legal framework, the Seller has the right to gather information about the Buyer's ability to fulfil his/her payment obligations, as well as to collect all facts and factors relevant to concluding a distance contract responsibly. If, based on this research, the Seller has furnished sound reasons to refrain from concluding the agreement, he/she is entitled to a reasoned refusal to accept an order or request, or to attach specific conditions to the execution of the contract.
5. The Seller shall provide the Buyer with the following product or service information in writing or in such a way that the Buyer can store the information on a permanent data carrier for easy access:
  - a. The visiting address of the Seller's business establishment, thus allowing the Buyer to lodge a complaint (if any);
  - b. The conditions under which, and the manner in which, the Buyer may exercise his/her right of withdrawal, or a clear statement regarding the Buyer's exclusion from the right of withdrawal;
  - c. The information referred to in Article 4, paragraph 3 of these Terms and Conditions, unless the Seller provided the Buyer with this information prior to the execution of the contract.

#### **Article 6 – Right of withdrawal**

1. During the reflection period of a minimum of 14 days, the Buyer can withdraw from the agreement without being fined or having to give a reason for doing so. This so-called reflection period starts from the day after the Buyer, or any third party previously assigned by the Buyer, has received the product. In case of services, the reflection period ends 14 days after the day the Buyer has ordered the specific service.

2. In order to execute their right of withdrawal, the Buyer will have to inform the Seller in writing of their intention to withdraw from the agreement.
3. If the Buyer has already paid a certain for the product or service, the Seller will reimburse this amount as soon as possible, but no later than within 30 days of the withdrawal.

#### **Article 7 – Price**

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, barring price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Seller has the right to set variable prices for products or services which are subject to fluctuations in the financial market and thus are out of the control of the Seller. Both the dependence on fluctuations and the fact that any listed prices must be regarded as guide prices, shall be indicated in the offer.
3. Any price increase within three months after the conclusion of the contract shall be permitted only if this is the result of legal arrangements or provisions.
4. Any price increase arising later than three months after the conclusion of the contract shall be permitted only if the Seller stipulated this prior to the conclusion of the contract and if either:
  - a. The price increase is the result of legal arrangements or provisions, or if
  - b. The Buyer is given the option to terminate the contract on the date of the actual price increase at the latest.
5. The prices of all products and/or services are inclusive of VAT.

#### **Article 8 - OlymPas**

1. The Buyer can purchase both the annual and the monthly OlymPas from the Seller's Service Desk or online via the Seller's website. If the OlymPas is purchased online, the Buyer will have to pick up the actual pass from the Seller's Service Desk. The OlymPas Day Pass can be purchased from the Seller's Service Desk only.
2. The OlymPas can be purchased at any time during the year and is valid from the day of purchase unless agreed differently prior to the concluding of the contract.
3. The term of the OlymPas ends by operation of law on the last day of the agreed term. The OlymPas is valid during the agreed term only. The OlymPas cannot be cancelled before the end of this term.
4. The Seller applies various rate categories: A, B, X and C. If rate categories A or B apply, the Buyer will profit from an attractive discount. **If rate category X applies, the Buyer will be given a lesser discount.** On the Seller's website ([www.olympos.nl](http://www.olympos.nl)), the Buyer can check the rate categories to find out which rate category applies.
5. If a certain rate category applies to the Buyer on the first day of the agreed term of the OlymPas, the Buyer will be entitled to this category and the corresponding rate for the chosen term of the contract.
6. The Buyer must provide proof of entitlement to the discounts in rate categories A and B and X. The Buyer must inform the Seller immediately of any changes that may affect this entitlement
7. In order to extend the contract, the Buyer must first again provide proof of entitlement to the discount category.
8. The Seller retains the right to at any time ask the Buyer to provide proof of entitlement to the specific rate category stated when they completed their personal details and which information the contract is based on. Up-to-date information about the documents that may be required to demonstrate entitlement can be found on the Seller's website ([www.olympos.nl](http://www.olympos.nl)).
9. If the Buyer fails to provide proof of entitlement within 14 days of the Seller's request, the discount will be cancelled immediately and rate category C will be applied.
10. The OlymPas cannot be transferred to third parties.

#### **Article 9 - Sports Club Card**

1. The Seller applies various rate categories: A, B, X and C. On the Seller's website ([www.olympos.nl](http://www.olympos.nl)), the Buyer can check the rate categories to find out which rate category applies.
2. If rate category B or X or C applies to the Buyer on the first day of the agreed term of the contract, the Buyer will be entitled to a Sports Club Card.
3. The Sports Club Card is available in three forms:
  - a. Sports Club Card Full Season (1 August - 31 July)
  - b. Sports Club Card First Half Season (1 August - 31 January)
  - c. Sports Club Card Second Half Season (1 February - 31 July)
4. The Buyer can purchase the Sports Club Card Full Season from the Seller's Service Desk or online via the Seller's website. If the Sports Club Card is purchased online, the Buyer will have to pick up the actual pass from the Seller's Service Desk.
5. The Sports Club Cards for First Half Season and Second Half Season can only be purchased from the Seller's Service Desk.
6. The Sports Club Card Full Season can be purchased at any time during the year and is valid for a fixed period from 1 August – 31 July.
7. The Sports Club Card First Half Season can be purchased from 1 August – 31 January and is valid for a fixed period from 1 August – 31 January.
8. The Sports Club Card Second Half Season can be purchased from 1 February – 31 July and is valid for a fixed period from 1 February– 31 July.
9. The term of the Sports Club Card ends by operation of law on the last day of the agreed term. The Sports Club Card is valid during the agreed term only. The Sports Club Card cannot be cancelled before the end of this term.
10. If a certain rate category applies to the Buyer on the first day of the agreed term of the Sports Club Card, the Buyer will be entitled to this category and the corresponding rate for the chosen term of the contract.
11. The Buyer must provide proof of entitlement to the discount in rate category B and X. The Buyer must inform the Seller immediately of any changes that may affect this entitlement.
12. In order to extend the contract, the Buyer must first again provide proof of entitlement to the discount category.
13. The Seller retains the right to at any time ask the Buyer to provide proof of entitlement to the specific rate category stated when they completed their personal details and which information the contract is based on. Up-to-date information about the documents that may be required to demonstrate entitlement can be found on the Seller's website ([www.olympos.nl](http://www.olympos.nl)).
14. If the Buyer fails to provide proof of entitlement within 14 days of the Seller's request, the discount will be cancelled immediately and rate category C will be applied.
15. The Sports Club Card cannot be transferred to third parties.

#### **Article 10 – Conformity and guarantee**

1. The Seller guarantees that the products and/or services comply with the stipulations of the contract, the specifications listed in the offer, the reasonable requirements of reliability and/or usefulness, and the legal stipulations and/or government regulations effective on the date of the conclusion of the contract.
2. Any guarantee scheme provided by the Seller, the manufacturer or the importer shall not affect the rights and claims the Buyer has by virtue of the law and/or the distance contract regarding any shortcomings by the Seller in the fulfilment of his/her obligations toward the Buyer.

#### **Article 11 – Execution**

1. The Seller shall exercise the utmost diligence in assessing requests regarding the provision of as well as in executing the services.

## **Article 12 – Payment**

1. If an advance payment has been agreed upon, the Buyer cannot claim the execution of the service(s) in question, until after the stipulated payment has been made.
2. The Buyer shall notify the Seller at once of any inaccuracies in the payment details provided or stated.
3. The online order of the OlymPas or the Sports Club Card via the Seller's website will be processed upon payment via iDEAL.

## **Article 13 - Liability**

1. The Buyer is and remains responsible for the assessment of their condition and health in view of the participation in the products and services. By accepting these General Terms and Conditions, the Buyer declares to be mentally and physically capable to participate in all the products and services that the Sellers, based on the contract, is offering the Buyer.
2. The Seller is not liable for any damage caused by, related to or resulting from:
  - The Buyer's insufficient condition and/or health;
  - The Buyer's wrongful assessment of their capacities;
  - The Buyer's wilful disregard of instructions.
3. If the Buyer is mentally or physically incapable to participate in the products or services that the Seller, based on the contract, is offering the Buyer, the Buyer must inform the Seller thereof. This information will be registered in the Seller's membership administration.
4. By accepting these General Terms and Conditions, the Buyer declares to have truthfully entered their personal details. Should the Seller establish that the Buyer has provided wrongful information, the Seller has the right to charge the Buyer with any additional costs that the Buyer, based on the actual information, should have been responsible for.
5. The Seller is not liable for any damage or consequential damage caused by loss or theft of clothes or other possessions.

## **Article 14 – Complaints procedure**

1. In the event of a complaint about the execution of the contract, the Buyer shall provide the Seller with a complete and detailed description of the grievance immediately after establishing the complaint in questions.
2. The Seller shall address the complaint within 14 days after being notified. If a complaint is expected to require a longer processing time, the Seller shall inform the Buyer within 14 days that the complaint has been received and give an estimate of the time it will take to provide the Buyer with a more comprehensive response.

## **Article 15 – Miscellaneous**

1. By accepting the contract offered by the Seller, the Buyer declares to have read the Seller's rules of use and/or code of conduct as drawn up by the Seller and made available by download ([www.olympos.nl](http://www.olympos.nl)). The Buyer also declares to abide by the Seller's rules of use and/or code of conduct for the term of the contract. Should the Buyer not abide by the rules of use and/or code of conduct, the Seller, without prior consultation, is entitled to impose sanctions on the Buyer, such as the (temporary) termination of the contract.
2. Upon concluding their first contract, all Buyers without previous contracts with the Seller shall visit the business establishment in order to be issued with and pick up a membership card. The card will remain the property of the Seller at all times.
3. Membership cards must be shown as evidence of a valid contract between the Buyer and the Seller, if so required.

4. If the Buyer has concluded a contract with regard to the hereafter mentioned subscriptions, they will pick up a sticker from the Seller's business establishment which refers to these specific subscriptions. These subscriptions include:
  - a) Swimming subscription
  - b) SSC subscriptions for USAC, USSV Softijs and USZ&WF Het Zinkstuk.
5. Upon concluding a contract regarding an OlymPas for a period of month or more, the Buyer shall present him/herself at the Seller's business establishment to be issued a sticker stating the specific period of validity of the contract.
6. Upon concluding a contract regarding a Sports Club Card, the Buyer shall present themselves at the Seller's business establishment to be issued a sticker stating the specific period of validity of the contract.
7. Buyers who have less than six months of fitness experience are obliged to follow an introductory fitness lesson with the Seller before making use of the fitness facilities. The Seller shall offer the introductory fitness lesson free of charge in order to instruct the prospective Buyer on how to use the fitness facilities responsibly.
8. Buyers who have more than six months of fitness experience are not obliged to follow an introductory fitness lesson before making use of the fitness facilities. These Buyers shall make an appointment with one of the fitness instructors and until that time can – as long as they have a valid OlymPas - make use of all fitness facilities.
9. If the Buyer as referred to in Article 15, paragraph 7, purchases an OlymPas without having attended the introductory fitness lesson first, he/she shall not be allowed to use the fitness facilities until the moment he/she has actually attended this introductory lesson. The Buyer has no right to alter the validity period of the contract.
10. If a Buyer is inexperienced in participating in strength sports, they are obliged to attend a Strength sports introductory lesson or a Strength workout for beginners course as offered by the Seller before they can make use of the strength sports gym. The Seller offers the Strength sports introductory lessons free of charge; a fee applies to the Strength workout for beginners course. If the Buyer, during the introductory lesson or the course, can demonstrate that they are able to apply the strength equipment in the strength sports gym safely and responsibly they will be provided with a special sticker on their OlymPas. This will allow the Buyer to practise individually in the strength sports gym. If, upon concluding the introductory lesson or the Strength sports course, the Buyer to the opinion of the Seller's staff still is insufficiently experienced, they will not be provided with the red sticker on their OlymPas and will not be allowed to practise individually in the strength sports gym.
11. Buyers who already have sufficient experience in safely and responsibly practising strength sports will have to submit proof of this prior to making use of the strength sports gym. If the Buyer, during the introductory lesson can demonstrate sufficient ability in practising strength sports, they will be provided with a special sticker on their OlymPas. This will allow the Buyer to practise individually in the strength sports gym. If, upon concluding the introductory lesson, the Buyer to the opinion of the Seller's staff still is insufficiently experienced, they will not be provided with the red sticker on their OlymPas and will not be allowed to practise individually in the strength sports gym.
12. Buyers, who, during opening hours, wish to make use of the climbing wall independently, must at least hold the NKBV Indoor Lead Climbing (IV) proficiency certificate.
13. Buyers who do not hold the NKBV Indoor Lead Climbing (IV) proficiency certificate but do have the NKBV Indoor Top Rope (IT) climbing proficiency certificate can only make independent use of the climbing wall when the tope rope material has been prepared for use. For the specific top rope climbing hours, please check the Seller's website at [www.olympos.nl](http://www.olympos.nl).
14. If a Buyer as referred to in Article 15, paragraph 5, concludes a contract for an OlymPas and does not hold the required climbing certificate, the Buyer shall not be allowed to make use of the climbing wall until the moment he/she is indeed in possession of the required climbing certificate. The Buyer has no right to alter the validity period of the contract.

15. If the Buyer, without (or no longer with) a valid contract for an OlymPas, makes use of the Seller's facilities without prior permission from the Seller, they risk a financial sanction in conformity with the Seller's Membership Checks Protocol. This protocol is available by download ([www.olympos.nl](http://www.olympos.nl)).
16. Buyers with a valid contract for an OlymPas are not allowed to use the Seller's accommodation to provide instruction or rent it out to third parties without the Seller's prior written permission.
17. The Seller has deposited these Terms and Conditions at [www.voorwaarden.net](http://www.voorwaarden.net).

#### **Article 16 – Processing the Buyer's personal data**

1. The Seller will make an effort to comply with all relevant legislation and regulations with respect to the processing of the Buyer's personal data. The Seller will only process those data that are relevant to the execution of the agreement.
2. It is up to the Buyer to provide the Seller with no personal data other than those that are crucial to the execution of the agreement with the Seller.
3. From the moment of submission of the required data until the moment that they are returned or destroyed, the Seller will be responsible for the personal data that they have been provided with.
4. The Seller will take appropriate technical and organisational measures to secure and keep secured the personal data against loss or any form of negligence, incompetence or unauthorised use.
5. The Seller will only share the data with their employees if this is required for the proper execution of the agreement with the Buyer, in particular with regard to the obligations ensuing from the Sports Club Card, the Membership Card or the OlymPas. The Seller's employees must comply with the privacy stipulations in their employment contract. The Seller will ensure that their employees comply with the privacy regulations regarding the processing of personal data.
6. The Seller will share no personal data with third parties, unless the personal data must be shared in order to allow for the execution of the services agreed with the Buyer. When applicable, the Seller will lay down the privacy stipulations in the contracts with third parties in order to secure the personal data of the Buyer and prevent loss of personal data and unauthorised consultation.
7. The Buyer will store the Buyer's personal data in a secure data centre within the European Economic Area (EEA).
8. Based on the privacy legislation, the Buyer has the following rights:
  - The right of access to the personal data;
  - The right to rectification;
  - The right to erasure;
  - The right to data portability;
  - The right to information.The Buyer can assert these rights by sending an e-mail to [ussmesacosa@olympos.nl](mailto:ussmesacosa@olympos.nl), upon which they will receive an answer within four weeks.
9. Personal details including specific personal details, which the Buyer has entrusted the Seller with within the framework of the execution of the assignment or the subscription, will be returned to the Buyer or be destroyed, at the discretion of the Buyer, upon the expiry of the legal retention period once the Buyer's membership will have terminated or in case they did not meet the conditions of the Sports Club Card, the Sports Card or the OlymPas.
10. If, despite the Seller's diligence, a data leak occurs at the Seller's business or at a third party brought in by the Seller, the Seller will only be held responsible if the data leak was caused by the Seller not having in order the security of their systems. Furthermore, the Seller will only be held responsible for the immediate damage caused by the data leak and not for any consequential damages. The Seller's responsibility will further be limited, in first instance, to the amount the Buyer paid in membership fees during the three

months prior to the data leak occurring and, in second instance, to the actual amount covered by the Seller's liability insurer.

11. Should the Buyer observe a data leak in the Seller's systems, they are requested to notify the Seller immediately by sending an e-mail to [ussmesacosa@olympus.nl](mailto:ussmesacosa@olympus.nl).

### **Article 17 – Applicable legislation**

These stipulations pertain to any agreements entered into by the Seller and the Buyer, which fall under Dutch legislation only.

19 September 2019