

General terms and conditions Leiden University Sport Centre

Article 1 Definitions

USC Leiden:	Natural or legal persons who conclude an agreement concerning fitness activities.
The Member:	Natural person who does not act within the framework of the execution of his/her profession or business and who enters into an agreement concerning fitness activities.
Sport:	A service that is based on physical and/or mental activities.
The Agreement /the Membership:	Agreement between USC Leiden and the Member concerning Sport; and the Membership that grants access to USC Leiden's facilities.
Course	A sport course offered by the USC for which registration is required and an additional fee for registration can be asked.
Sport Class	A sports lesson or sports training or sports instruction offered by USC Leiden for which registration is compulsory and an additional fee for registration can be asked.

Article 2 Applicability

These general terms and conditions are applicable to the establishment and implementation of all Agreements concerning Sport that are concluded between USC Leiden and the Member.

Article 3 The offer

1. USC Leiden's offer is issued in writing or electronically and is valid for the entire period specified by USC Leiden. The offer can be amended in the intervening period by USC Leiden without prior notice.
2. The offer encompasses at least:
 - the facilities and guidance which can be made use of;
 - the cost of the membership and the financial consequences of earlier cancellation of membership on the grounds of article 6. The offer clearly states if this concerns periodic or one-off costs;
 - when the costs can be raised on an annual basis, on the grounds of article 7;
 - methods of payment and instalment periods;
 - the period and duration of the Agreement;
 - the (house) rules;
3. The description of the offer must be sufficient to allow the member to make a good evaluation of the offer.

Article 4 The Agreement and Membership

1. The Agreement and Membership are personal and may not be transferred to other individuals. Misuse will lead to
 - a. temporary blocking of the subscription, or
 - b. a financial fine, or
 - c. cancellation of the subscription.
2. The Sporter can only register for a Course or Sport Class if the Sporter has a valid membership for the location (Leiden or The Hague) where the Course or Sport Class is offered and for the entire duration of the Course or Sport Class.
3. The Sporter can only register for a Tennis course if the Sporter has a valid membership for the location (Leiden or The Hague) where the Course is offered and for the entire duration of the Course and at the moment of registration.

Article 5 Reflection period

1. If the Member has purchased the Membership or Course remotely or outside the retail area, the Member is entitled to 14 days to cancel the purchase. The cancellation is free of charge if the Member has not used the Membership or the Course in these 14 days. If this is not the case, there are costs associated with the cancellation.
2. If the Member has purchased the Membership or Course at one of the USC receptions, the Member is entitled to 7 days to cancel the purchase. The cancellation is free of charge provided the Member has not used the Membership or the Course in these 7 days. The aforementioned right of cancellation ends when the Member uses the Membership or the Course in the first 7 days.

Article 6 Duration, interim cancellation and restitutions

1. USC Leiden has the right to refuse membership to individuals, even if they are students, if it is suspected that sporting activities may have a negative influence on that individual's health.
2. Interim cancellation by the Member is permitted if:
 - It is demonstrated that an injury or illness on the part of the member has resulted in him/her not being able to make use of the sports facilities for the remaining duration of the membership. A written request for restitution must be addressed to the management of the USC: sportcentrum@usc.leidenuniv.nl. A statement from the physician treating the member for the injury/illness must be enclosed. The request must be submitted during the membership period for which restitution is being requested. Requests for restitution for memberships that have since expired will not be considered.
3. The person in question will be informed whether restitution can/cannot be made within 2 weeks of receipt of the request. If restitution cannot be made the reason(s) for this decision will be detailed.
4. In addition to the cancellation options as stated in point 2, a member who has a special student membership has the right to request restitution for any overlap with his/her regular membership. A written request for restitution must be addressed to the management of the USC: sportcentrum@usc.leidenuniv.nl. The request must be submitted during the membership period for which restitution is being requested. Requests for restitution for memberships that have since expired will not be considered.
5. In cases of cancellation as referred to in point 2 and 4, USC Leiden is entitled to recalculate the contributions due for the membership on the basis of the actual membership period and on the basis of the applicable and demonstrable (higher) membership costs and/or registration fee.
6. In addition to the cancellation options as stated in point 2 and 4, the Member may also pause his/her membership. If it is demonstrated that an injury or illness has resulted in the member not being able to make use of the sports facilities for a period longer than one month, the membership may be extended for a period equal to this period of pause, without extra membership costs being charged. A statement from the physician treating the member for the injury/illness must be submitted. The request must be submitted during the period that the membership has been paused. Requests for pause periods within memberships that have since expired will not be considered.
- 7a. Interim cancellation of memberships with immediate effect by USC Leiden is possible if:
 - the member fails to adhere to one or more conditions of the membership or (house) rules, or;
 - the member acted unlawfully against USC Leiden or one of its members, visitors or contractors,

The remaining membership costs will not be refunded in these circumstances.

7b. Interim cancellation of memberships with immediate effect by USC Leiden is possible if:

- USC Leiden suspects that sporting activities may have a negative influence on the member's health.

In such cases the remaining membership costs will be refunded minus any demonstrated losses incurred by USC Leiden.

8. The registration fee of a tennis course will be refunded if the registration for a tennis course has been canceled with a minimum of 14 days before the start of the course. No refund will be given if cancellation of a tennis course is less than 14 days before the start of the course. If there is someone on the waiting list for the tennis course willing to take the free spot or if a new participant is willing to take the free spot, the registration fee will be refunded. Should extra tennis courses be offered, it's not possible to change your registration to those courses. It is possible to change from one course to another, with the exception of newly offered courses as mentioned above, up to the Friday before the start of the first courses.

9. Registrations for a Course or Sports Lesson can be canceled up to 1 hour in advance via the reservation website of the USC Leiden or the USC Leiden Sporters App. If no or no timely cancellation takes place, USC Leiden can take measures against the Member:

- Temporary blocking subscription.
- financial fine of no more than € 5 per violation.

10. The Member will remain registered with USC Leiden for up to one year after the expiry of his/her most recent membership. After one year the Member will be de-registered and his/her personal data will be destroyed, as is mentioned in the Privacy Statement. Individuals who wish to make use of the sporting facilities after this period of one year will be required to register and pay any necessary costs.

11. Requests for restitution for memberships that have since expired will not be considered.

Article 7 Prices and price changes

1. The membership fee is agreed in advance.
2. Any price rises will be announced by USC Leiden at least 2 weeks in advance.

Article 8 USC Leiden's duties

1. USC Leiden will ensure that the facilities and services offered correspond to the Agreement.
2. USC Leiden will undertake the necessary maintenance of its equipment.
3. USC Leiden will ensure that instructors and supervisors have a level of knowledge that one might reasonably expect.
4. USC Leiden will ensure that there are sufficient First Aid resources available.
5. USC Leiden will ensure that, as far as can be reasonably expected of USC Leiden, measures are taken to avoid damage to or loss of members' personal property.

Article 9 Member's duties

1. The Member will adhere to USC Leiden's instructions and (house) rules.
2. The Member will follow the directions issued by USC Leiden and its appointed employees. The Member may not make use of equipment or facilities with which he/she is not familiar. If the Member is not familiar with one or more pieces of equipment or facilities he/she must make this known to USC Leiden, in order that USC Leiden can provide instruction.

3. The Member may not make use of the sport facilities if he/she is under the influence of alcohol, drugs, medication or substances used for doping purposes.
4. The member may not smoke at USC Leiden.
5. The member must notify USC Leiden of any changes to his/her postal or email address and telephone number in good time, either in writing or electronically.
6. The member may not use either hard drugs or soft drugs, as noted in the Opiumwet, at the USC and its terrains.

Article 10 Interim changes

1. USC Leiden may make interim changes to the facilities it offers and its opening times. Any such changes will be announced by USC Leiden at least 2 weeks in advance.

Article 11 Proof of entrance

1. Access to the USC facilities is through fingerprint identification. The system scans a fingerprint and converts that to a template. This template is a datastring of 364 characters and is the result of an algorithm. This algorithm is patented and encrypted with AES256.
2. Upon payment of the necessary costs and presentation of a valid student card or proof of employment from Leiden University or LUMC, the Member will be granted access to USC Leiden. Upon entry each visit is recorded by USC Leiden's automated entry system. Access will only be allowed through fingerprint identification.
3. The fingerprint scan will be made at one of the front desks of the use when buying a membership.

Article 12 Payment

1. The membership fee due is paid directly upon purchase of a membership.

Article 13 Liability

1. USC Leiden is liable towards the Member for any damages resulting from an attributable shortcoming in fulfilling its duties as stated in the Agreement. USC Leiden is not liable for damage to or loss of personal property, provided that USC Leiden has taken reasonable measures to prevent damage or loss of personal property.
2. The Member is liable towards USC Leiden for any damages resulting from an attributable shortcoming in fulfilling his/her duties as stated in the Agreement, and for any damages that are for the account of and at the risk of the Member.
3. Participation in sporting activities at USC Leiden is done so at one's own risk.

Article 14 Complaints

1. USC Leiden has a sufficiently publicised complaints procedure and deals with complaints in accordance with this procedure.
2. The Member must submit complaints to USC Leiden as quickly as possible – within at least two weeks of becoming aware of the reason for the complaint – unless this cannot be reasonably expected. Complaints must be clear and detailed and, when possible, must be accompanied by supporting documents.
3. Failure to submit a complaint in good time can result in the Member losing his/her rights in the case.
4. USC Leiden must respond to a complaint submitted by a Member as quickly as possible – within at least two weeks of the date of receipt of the complaint. If it is expected that the investigation of a complaint will take a longer period of time, USC Leiden will reply to the Member promptly and give an indication of the time frame within which it expects to be able to provide a more detailed response.

Article 15 Force Majeure

1. USC Leiden is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure. Force majeure is understood in these terms and conditions as, but not confined to: war, revolution, riots, floods and any other external cause, which the USC Leiden could not reasonably have foreseen and / or prevented.
2. In case of force majeure, the USC Leiden is not liable for any damages in relation to the agreement during the time of the force majeure.

Article 16 Revision clause

USC Leiden reserves the right to unilateral make changes in the terms and conditions on basis of changing circumstances. The changes will come into force when they are published on the website of the USC Leiden.

7 September 2020

Disclaimer:

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