

## **GENERAL TERMS AND CONDITIONS, ERASMUS SPORT (Version: January 2023)**

### **1 Access**

- 1.1 Access to Sports Building is possible only with a valid Erasmus Sport membership (hereinafter referred to as 'the **membership**').
- 1.2 Access to the fitness is possible only with a valid fitness surcharge on the standard membership.
- 1.3 The membership contains a photograph and is non-transferable.

### **2 Validity**

- 2.1 Erasmus Sport offers different durations for memberships.
- 2.2 Erasmus Sport does not charge a registration fee and does not apply a cancellation term. The membership expires automatically.
- 2.3 Interim cancellation of the membership is not possible.

### **3 Registration/Payment**

- 3.1 The price of the membership depends on the type of membership and the duration of the membership.
- 3.2 You pay subscription costs in full at once, after which the membership will be activated. Payment in instalments is not possible.
- 3.3 Refunds of (part of) the membership fee is not possible.
- 3.4 Registration and payment can take place at the service desk in Sports Building or via the Erasmus Sport webshop.
- 3.5 Payment can be made at the service desk in cash, with debit card, or with credit card. Payment in the webshop can be made by iDeal and credit card.
- 3.6 In order to check that an applicant is a student or employee of Erasmus University or other educational institute, Erasmus Sport may require proof of registration, a student ID, or the employment contract.
- 3.7 Erasmus Sport uses personal data for administrative and communicative purposes only.

### **4 Access control**

- 4.1 Always check in with your sports pass or QR-code at the gates when you enter Sports Building.
- 4.2. Both the sports pass and the QR-code are strictly personal. If someone else uses your sports pass or QR-code we will see this as misuse, after which we will temporarily pause the membership. During that time, you won't be able to use your membership (see article 5).
- 4.3 If you forget your sport pass and/or QR-code, service desk employees may decide to grant you access on one occasion only. If it happens more than once, you must buy a day pass in order to enter.
- 4.4 If your sports pass is lost or damaged, you can buy a replacement for €7.50. The original pass loses its validity.
- 4.5 In case of lost or theft of the sports pass, the user is responsible for announcing this as quickly as possible to Erasmus Sport. If the sports pass is used in the meantime, this counts as misuse, after which the sports pass will be confiscated, and the membership will be temporarily paused (see article 5).

### **5 Misuse**

The membership is strictly personal. In the event of misuse, Erasmus Sport has the right to cancel the membership, temporarily or permanently. The same applies in the case of inappropriate behavior or infringement of the house rules. No refunds are given for a cancelled membership.

### **6 Liability/Insurance**

- 6.1 Participation in activities at Sports Building is at the participant's own risk. Users of Sports Building

are not insured by Erasmus Sport against the consequences of accidents while exercising or playing sports. You should therefore wear appropriate sports clothing, sports footwear and if necessary, sports goggles. See also the Erasmus Sport house rules for this.

6.2 Erasmus Sport is not liable for theft of or damage to clothing or other personal property.

6.3 Erasmus Sport will claim damage due to vandalism or improper use from the perpetrator.

### **7 Cancellations or changes to courses**

7.1 A registration for a course cannot be cancelled or changed.

7.2 Erasmus Sport cannot return the payment for a course.

### **8 Sports program**

8.1 Erasmus Sport publishes the sports program digitally on the website.

8.2 Erasmus Sport has the right to make changes to the sports program and opening hours.

8.3 Sports Building will be closed on public holidays and between Christmas and New Year. The sports program will be limited during school holidays. Current opening hours are posted on the Erasmus Sport website.

8.4 Erasmus Sport has an effort obligation to inform members of current changes via announcements in Sports Building and via the website, social media, the Erasmus Sport app, and/or the newsletter.

### **9 Cancelled classes**

9.1 In the absence of instructors, Erasmus Sport aims to provide for replacements. Unfortunately, this is not always possible. Refunds for cancelled classes are not possible (see also 3.3).

9.2 Outdoor sports activities may be cancelled due to weather conditions.

9.3 If a class is cancelled, Erasmus Sport will make efforts to communicate this via various channels. If a course is cancelled, participants will receive an e-mail if possible.

### **10 Complaints procedure**

Do you have a suggestion or a complaint? Then e-mail this to [jon.de.ruijter@erasmussport.nl](mailto:jon.de.ruijter@erasmussport.nl). Erasmus Sport aims to respond to suggestions/complaints in writing within one week.

### **11 Obligations of Erasmus Sport**

11.1 Erasmus Sport provides for the required maintenance of the facilities.

11.2 Erasmus Sport is responsible for ensuring that instructors and supervisors possess adequate skills and hold the necessary diplomas.

11.3 Erasmus Sport provides for sufficient First Aid facilities in Sports Building.

### **12 Obligations of the member**

12.1 Members must always follow the instructions and the house rules of Erasmus Sport and follow the directions of Erasmus Sport employees.

12.2 Improper use of equipment or facilities without prior consultation of Erasmus Sport is explicitly prohibited. Use of equipment or facilities if the member is not familiar with these is not permitted. In that case, an Erasmus Sport employee can provide the required explanation.

12.3 Members may not use the equipment and facilities when under the influence of alcohol, drugs, medicines, or performance-enhancing drugs designated as doping agents. Erasmus Sport holds the right to refuse members access to Sports Building while under influence.

12.4 Smoking/e-smoking is forbidden in and around Sports Building. The entire campus of the Erasmus University is smoke-free.

12.5 Notify Erasmus Sport at the earliest opportunity of any changes in personal data, digitally or in person at the service desk.