

Terms and Conditions Armwrestling Utrecht

Part of the sole proprietorship Havermout Hypertrofie

Email: havermouthypertrofie@gmail.com

Contact person: H.A.Y. van Rooij

Chamber of Commerce (KvK) number: 95289887

Article 1 – Definitions

1. **Havermout Hypertrofie:** the sole proprietorship Havermout Hypertrofie, established in Utrecht, Chamber of Commerce number 95289887, trading under the name Armwrestling Utrecht.
2. **Member:** the natural person who purchases a membership, punch card or day pass from Armwrestling Utrecht.

Article 2 – Applicability

1. These General Terms and Conditions apply to every membership, punch card, day pass and any other agreement between Armwrestling Utrecht and a Member.
2. Deviations from these General Terms and Conditions are valid only if they have been agreed upon by Armwrestling Utrecht and the Member. Such deviations may be agreed upon either in writing or verbally.

Article 3 – Membership and Fees

1. The current fees are stated on the website and on the invoice received by the Member upon registration. The following fees currently apply, among others:
 - Three-month membership: €54.95 per three months
 - Punch card: €34.95 for 5 training sessions
 - Day pass: €10.00
 - First trial session: free
2. All amounts are exempt from VAT under the Small Businesses Scheme (Kleineondernemersregeling).
3. Armwrestling Utrecht may adjust its fees. Changes will be communicated in advance via the website, email or WhatsApp and will not take effect earlier than one month after the announcement.
4. A fee adjustment does not affect an already paid membership period, punch card or day pass.

Article 4 – Payment, Duration and Validity

1. A three-month membership is invoiced and paid for in advance of the relevant period. The membership is entered into for a fixed period of three months and automatically ends at the end of that period. The membership is not automatically renewed. If the Member wishes to participate again after the end of the period, a new membership may be entered into.
2. A punch card is invoiced and paid for before the first training session covered by that card and is valid for 12 months from the date of purchase. Any unused training sessions expire after this period.
3. A day pass is invoiced and paid for before the relevant training session and is valid only once, on the agreed training date.
4. If payment is not made on time, the Member is in default. Armwrestling Utrecht may suspend access to training sessions until the outstanding payment has been made.

Article 5 – Code of Conduct

1. By participating in training sessions or activities of Armwrestling Utrecht, regardless of whether participation takes place through a membership, punch card or day pass, the Member accepts the Code of Conduct applicable at that time.
2. The Code of Conduct is provided upon registration and is available for consultation on the website at all times.
3. Armwrestling Utrecht may amend the Code of Conduct. Amendments do not apply retroactively. If an amendment results in a substantial change to the rights or obligations of the Member, the Member will be informed in advance and may terminate the agreement, insofar as permitted by law.

Article 6 – Right of Withdrawal

1. A Member who is a consumer has the right to withdraw from an agreement within 14 days of entering into the agreement, without giving any reason.
2. If, during this period, the Member expressly requests that the services of Armwrestling Utrecht commence before the end of the withdrawal period and subsequently exercises the right of withdrawal, the Member owes a proportionate amount for the part of the services that has already been provided at the time of withdrawal.
3. For a three-month membership, this amount is calculated based on the applicable rate for half of a day pass, i.e. €5.00. For a punch card, the amount is calculated based on the rate per training session within the relevant punch card.
4. Withdrawal may be communicated by email to havermouthhypertrofie@gmail.com.
5. Following receipt of a valid withdrawal, Armwrestling Utrecht will refund the amounts to which the Member is entitled as soon as possible and no later than 14 days after receipt of the withdrawal. If the Member owes an amount for services already provided pursuant to this article, this amount will be deducted from the refund.

Article 7 – Safety, Risks and Liability

1. Armwrestling is a contact sport involving inherent risks. These risks may include, among other things, injuries to muscles, tendons, joints and bones. The Member acknowledges these risks and participates in training sessions and activities of Armwrestling Utrecht at their own responsibility.
2. Armwrestling Utrecht and its trainers take all reasonably practicable measures to ensure a safe training environment. However, not all injuries or accidents can be prevented.
3. The Member must follow instructions from trainers and staff regarding safety and the performance of exercises. The Member must promptly report any physical complaints, injuries or other circumstances that may affect their ability to participate safely in training.
4. If a trainer of Armwrestling Utrecht believes that a Member's participation is not responsible or safe at that time, the trainer may deny the Member access to a training session or part thereof.
5. Armwrestling Utrecht is not liable for damage that is solely the result of an inherent and reasonably unavoidable risk of practicing armwrestling or of an act or omission by the Member themselves.
6. Armwrestling Utrecht is liable for damage insofar as such damage results from a failure attributable to Armwrestling Utrecht or from unlawful conduct, insofar as liability cannot be excluded or limited under applicable law.
7. To the extent that Armwrestling Utrecht is liable, its liability is limited to the amount paid out by Armwrestling Utrecht's liability insurance in the relevant case, increased by any applicable excess, unless such limitation is not permitted under mandatory law.

Article 8 – Complaints

1. The Member must report complaints concerning a training session or service as soon as possible, and no later than two months after the Member has discovered the issue, by email to havermouthhypertrofie@gmail.com, providing a clear description of the complaint.

Article 9 – Cancellation and Force Majeure

1. Armwrestling Utrecht may cancel or reschedule a training session if this is necessary due to illness of a trainer, unavailability of the training location, insufficient ability to conduct the training safely, force majeure or other unforeseen circumstances.
2. If a training session is cancelled by Armwrestling Utrecht and a Member with a three-month membership was registered for that session, the Member will receive one free training credit. This credit may be used by the Member for one training session after the end of the relevant membership period.
3. A training credit is personal, non-transferable and cannot be exchanged for money. The credit remains valid until it is used, unless Armwrestling Utrecht agrees otherwise with the Member.

4. If Armwrestling Utrecht is temporarily unable to provide training due to force majeure, such as prolonged illness, government measures, power outages or the prolonged unavailability of the training location, the obligations of Armwrestling Utrecht will be suspended for the duration of the force majeure.
5. If the force majeure lasts longer than 30 days, either party may terminate the agreement in writing.

Article 10 – Amendments to these General Terms and Conditions

1. Armwrestling Utrecht may amend these General Terms and Conditions.
2. Significant amendments will be announced in advance. If an amendment results in a substantial change to the agreement, a Member who is a consumer may terminate the agreement, insofar as permitted by law.

Article 11 – Minor Participants

1. Minors may participate in training sessions and activities of Armwrestling Utrecht only with the consent of a parent or legal guardian.
2. For a minor participant, the agreement is entered into by the parent or legal guardian. The parent or legal guardian is responsible for payment and for compliance with these General Terms and Conditions and the Code of Conduct by the minor participant.
3. The parent or legal guardian must provide the information required for the minor's registration and must remain reachable by Armwrestling Utrecht throughout the minor's participation.

Article 12 – Personal Participation

1. A three-month membership, punch card and day pass are personal and non-transferable to third parties, unless otherwise agreed upon in writing or verbally.

Article 13 – Photos and Videos

1. During training sessions and events of Armwrestling Utrecht, photos and videos may be taken for promotional purposes, including publication on the Armwrestling Utrecht website and social media channels.
2. The taking and publication of identifiable photos and videos of a Member for these purposes will only take place if the Member has given separate consent.
3. Consent to the use of photographic and video material is voluntary and is separate from the right to participate in training sessions or activities of Armwrestling Utrecht.

4. The Member may withdraw previously given consent at any time by notifying Armwrestling Utrecht via havermouthypertrofie@gmail.com.
5. Following withdrawal of consent, Armwrestling Utrecht will not publish any new photographic or video material of the Member for the relevant purposes and will, insofar as reasonably possible, remove existing material.

Article 14 – Personal Data and Privacy

1. Armwrestling Utrecht processes Members' personal data insofar as necessary for the performance of the agreement, administration, communication and other legitimate purposes.
2. The manner in which personal data is processed, which data is collected and which rights the Member has are described in the Privacy Statement of Armwrestling Utrecht.
3. The Privacy Statement is available on the Armwrestling Utrecht website.

Article 15 – Governing Law and Disputes

1. These General Terms and Conditions are governed by Dutch law.
2. Disputes will be submitted to the competent court, unless mandatory law provides otherwise.