

General terms and conditions Indoor Action VOF

Article 1. Definitions

1.1. These general terms and conditions use the following definitions, unless expressly indicated otherwise, or determined otherwise by the context:

- Indoor Action: the user of these general terms and conditions: Indoor Action VOF, located at Boekhorstenstraat 75 in Arnhem, registered with the Chamber of Commerce with number 090900083;
- membership: the Indoor Action membership concluded by the member;
- member: the natural person or legal entity who or which has concluded an Indoor Action membership wishes to conclude an Indoor Action membership;
- website: the www.indooraction.nl website on which the member can sign up with Indoor Action;
- Indoor Action app: the Indoor Action application which the member can download;
- sports centre: the Indoor Action sports centre.

Article 2. General

- These general terms and conditions govern all concluded memberships.
- Any deviations from these general terms and conditions will only be valid if agreed in writing or by e-mail.
- If provisions that deviate from these general terms and conditions have been agreed on for certain topics, these general terms and conditions will continue to govern the remainder of the membership.
- If one or more provisions of these general terms and conditions are found to be invalid or void, the remaining provisions of these general terms and conditions will remain in full force and effect. Indoor Action will replace the invalid or void provisions, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- Insofar as Indoor Action does not require strict compliance with these general terms and conditions, this will not mean that their provisions will not apply, or that Indoor Action will lose its right to require strict observance of the provisions of these general terms and conditions in any other cases.
- Indoor Action has the right to amend these general terms and conditions, and to declare the amended general terms and conditions applicable to the membership. The member will be informed of the amended general terms and conditions by e-mail. If the amendment is to the detriment of the member, the member has the right to terminate the membership with effect from the day on which the amended general terms and conditions take effect.

Article 3.Offered services

- The offer of Indoor Action is non-binding.
- Discounts or special campaigns do not apply automatically to future memberships.
- Clear errors or mistakes in publications, e-mail messages, or on the website will not bind Indoor Action.
- The listed rates include VAT.

Article 4. Concluding the membership and intake

- The membership will be concluded at the moment:
 - a. The member has completed and submitted the registration form on the website;
 - b. The member has signed up using an iPad in the sports centre.
- The membership can only be concluded once the member has accepted these general terms and conditions.
- Indoor Action will send the member a confirmation e-mail after his or her registration. If the member does not receive a confirmation e-mail, he or she must contact Indoor Action.
- When requested, the member must identify himself or herself using a passport, driving license, or identity card. The minimum membership age is 15. A minor will be assumed to have been given permission by his or her parents or guardian. If a parent or guardian objects, he or she must submit an objection to the administrative department in writing or by e-mail.
- The member accepts that the membership records will include a picture and finger scan for the access control system.
- The membership is personal and non-transferable.
- A first intake upon registration is mandatory.
- All memberships are flexible, which means that the member can determine when and which sports activities he or she will participate in during the opening hours of the sports centre, unless the member has concluded a membership for 1x per week.

Article 5. Right of revocation

- The member has the right to dissolve the membership concluded through the website within 14 days of its conclusion.
- If the member wants to make us of his or her right of revocation, he or she must expressly inform Indoor Action by e-mail within 14 days of concluding the membership.
- In case of dissolution as set out in this article, Indoor Action will refund any costs already paid by the member within 14 days of the date on which the member has exercised his or her right of revocation, unless a start was made with the implementation of the membership during the revocation period with the express permission of the member. In this case, the member must pay the membership fee pro rata the already implemented part.

Article 6. Effective period, renewal, and termination

- The membership can be concluded for a definite period or an indefinite period. The membership for an indefinite period is called the "FLEX membership".
- The FLEX membership can be terminated at any time with due observance of a notice period of 4 weeks.
- The membership concluded for a definite period will automatically be converted into a FLEX membership after the expiry of the effective period, unless the membership is terminated in accordance with Article 6.4.
- The member can terminate the membership with effect from the end of the effective period with due observance of a notice period of 4 weeks.
- Termination must take place using the termination form which is available at the front desk of the sports centre.
- The same rates apply if a membership is renewed, unless Article 10.2 applies.

Article 7. Premature termination

- The membership can be terminated prematurely in two cases:
 - a. On medical grounds;
 - b. In case of relocation outside a radius of 15 km of the sports centre, except in case of action memberships.

Proof must be submitted in both cases and the notice period of 4 weeks will continue to apply.

Article 8. Temporary suspension

- In case of injury, illness, a surgical procedure, or a long-term sports injury, the membership can be temporarily discontinued after written or electronic permission of Indoor Action, which will only be possible after submission of a note by a physician. The temporary discontinuation of the membership can never be done retroactively. The end date of the membership will be extended and the financial obligation will be suspended by the duration of the temporary discontinuation.

Article 9. Price changes

- Indoor Action has the right to index and possibly increase its membership rates each calendar year. The member will be informed of the amended rates in writing or by e-mail in a timely fashion.
- If the rate is increased, the member has the right to (prematurely) terminate the membership with effect from the day on which the rate change takes effect.

Article 10. Student membership

- If the member is attending a full-time Higher Vocational Education or University programme, he or she may qualify for a student membership. Indoor Action will request a proof of registration for this purpose.
- The maximum period of the student membership will be 52 weeks, irrespective of the chosen membership type. After the first 52 weeks, the membership will automatically be converted into the FLEX membership, unless the member demonstrates that he or she still meets the conditions of the student membership before the expiry of the 52 weeks. The member is responsible for doing so.
- The member must submit new proof of his registration with an educational programme before September 1st of each academic year. The member is responsible for doing so. If the member has not demonstrated that he or she still meets the conditions before September 1st, the membership will automatically be converted into the FLEX membership.

Article 11. Group discount

- The member may qualify for a group discount in certain conditions. This discount will be granted to groups of or greater than 4 persons. A special rate applies for this. The conditions are the same as those of the FLEX membership at Indoor Action, which means that it includes all facilities. A group can consist of family members (living at the same address), members of the same (sports) association, or colleagues at the same company. The group will be represented by 1 person, who is the head of the family, the chairman or treasurer of the (sports) association, or the HR manager of the same company.
- This membership has a definite contract duration of 13 weeks, which period will take effect from the moment at least 4 persons of the group have signed the agreement and the contact has given permission. The membership will be renewed automatically by an indefinite period, unless the membership has been terminated with due observance of a notice period of 4 weeks with effect from the end of the effective period. The group membership for an indefinite period can be terminated at any time with due observance of a notice period of 4 weeks. Registration is only possible with submission of proof that the member is part of the group. Payment will take place at an individual level.

Article 12. Obligations of the member

- The details and information provided to Indoor Action by the member must be complete and not contain any inaccuracies and/or falsehoods.
- If the member moves, the member must inform Indoor Action of his or her new address as soon as possible.
- In case of physical complaints, the member is responsible for consulting his or her general practitioner or physiotherapist before starting with a training programme or session.
- The member must stop exercising in case of pain, illness and/or any disorders of which the member should reasonably understand that continuing to exercise could be harmful to his or her health.
- The member is aware that exercising at the sports centre can lead to injuries and/or other complications without this resulting in an attributable shortcoming of Indoor Action.

Article 13. Payment

- Payment will take place using direct debit. The membership fee will be charged to the IBAN specified by the member every month.
- If the amount due is not received on time, for example as a result of insufficient balance or a chargeback, the member will receive a reminder by e-mail through which the member can transfer the amount due.
- If the member is in payment arrears and wishes to access the sports centre, the member will be informed of the payment arrears and pay the amount due at the front desk of the sports centre by debit card.
- The access to the sports centre will be blocked as long as the payment obligation has not been met.
- If Indoor Action must transfer its claim on the member, the member will also owe all extrajudicial and judicial collection costs and statutory interest. The extrajudicial collection costs will be determined in accordance with the Dutch Act on Collection Costs.

Article 14. Opening hours and changes

- The opening hours of the sports centre can be found on the website.
- Indoor Action reserves the right to draw up an amended lesson schedule for the summer period and to amend the opening and closing hours on public holidays. Members will be informed of changes through, among other means, the Indoor Action website and social media.
- Indoor Action reserves the right to limit the total number of members and to change the opening hours and lesson structures.

Article 15. Indoor Action app

- The Indoor Action app is an integral part of the sports experience at Indoor Action. Members can use it to register for lessons, consult fitness programmes, and check the saved measurement and weighing data of the member. Important information about lessons, challenges, and other facts are also communicated using the Indoor Action app.

Article 16. Group lessons

- The hours, days, sports activities, and studio spaces are shown in the lesson schedule. Members can sign up for group lessons through the Indoor Action app.
- The member can cancel a registered group lesson up to half an hour before the start of the lesson in question. The teacher of the lesson will verify the attendance of the member at the start or end of the lesson. If the member does not attend the lesson, he or she will receive a message through the Indoor Action app to let the member know that the he or she has missed a lesson. The member will be unable to sign up for any more lessons if he or she has failed to attend 3 lessons. A catering or information employee of Indoor Action can reactivate the account of the member.
- If the member does not have a smartphone or if there is another reason why the member is unable to use the Indoor Action app, Indoor Action will offer an alternative to sign up for lessons: the MyWellness strap. The member can purchase or rent the MyWellness strap from Indoor Action. The member can use it to log in to the MyWellness environment to sign up for a lesson at a Unity column in the sports centre.

Article 17. Hygiene and safety

- For the purpose of hygiene, members are required to wear clean sportswear, sports shoes that do not leave marks, and to use a towel. The member must clean the fitness equipment and other devices after the workout.
- Fitness devices and/or exercises may only be performed as explained and/or shown on the example. The use of the facilities will also be at the risk of the member.

Article 18. Lockers

- The use of lockers is free. The PIN codes of the lockers will be removed automatically after 8 hours. This means that it is not possible to leave items in a locker.

Article 19. Sauna

- The sauna is for mixed use. Both men and women are not allowed to wear swimwear or other clothing. The use of a clean towel and slippers is required, and members must take a shower before entering the sauna. Members with skin disorders and/or an open wound may not use the sauna. It is forbidden to shave, cut your nails, and carry out other forms of personal grooming, as well as to engage in unwanted and wanted acts of intimacy. Violating these rules may lead to immediate expulsion from the sauna environment and possible termination of the membership.
- The sauna environment will be opened daily from 09:30 until 20 minutes before closing time.

Article 20. Sunbed

- Members can make free use of the sunbed space if it is unoccupied. You do not need to, and are unable to, reserve the space. The sunbed space may be used by 1 person at a time. Members are not allowed to use the sunbed multiple times in a row. The sunbed must be cleaned by the member immediately after use.

Article 21. Physiotherapy

- Indoor Action lets the treatment space to independent sports masseurs and physiotherapists. Information about sports massage and physiotherapist hours and rates is available at the front desk of the sports centre. Indoor Action is in no way responsible for this service.

Article 22. Child care

- The child care is open for children aged 0 to 3 every Monday to Saturday. This is not an official child care centre or playgroup. It is an additional service offered by Indoor Action to let parents exercise without worries. There is no need to reserve a place, as Indoor Action does not have a limit with respect to the number of children. All children must have been fed and wear and carry a free diaper. The opening hours are listed on the website. Children may reside in the child care centre for no more than 2 hours.

Article 23. Recordings

- Recordings of members can be made in or in the vicinity of the sports centre. More information about this can be found in the Indoor Action privacy statement <https://www.indooraction.nl/algemene-voorwaarden/> (to the right).

Article 24. Indoor Action culture

- We have drawn up rules to preserve the cosy and informal atmosphere. These rules are generally straightforward, logically, and grounded. If it becomes clear that rules of conduct are no longer observed strictly, the rules will be amended or made more stringent. If the general terms and conditions are (or can be) discriminating (indirectly), the person involved must consult the manager of Indoor Action to find a fitting solution.
- The following is not allowed in the sports centre:
 - a. Vandalism;
 - b. Stalking, harassing, abusing, sexually harassing, threatening, discriminating, insulting, or staring at another member, as well as making another member feel unsafe;
 - c. Hissing or making other noises to a member;
 - d. Acting in a socially unacceptable manner;
 - e. Being noisy;
 - f. Causing nuisance;
 - g. Acting in violation of legal provisions, common standards, or hygiene standards;
 - h. Being under the influence of alcohol or drugs.
- Conducting telephone calls is permitted only in the restaurant space, and sending messages (text messages, WhatsApp messages, etc.) is only permitted without noise (silent/vibrating).
- Consumptions ordered at the bar must be paid on the same day.
- Sales/commercial activities/exchanges and/or other affairs of which Indoor Action is not aware are not permitted.
- The member must be able to understand and speak the Dutch or the English language. This requirement is stipulated to:
 - a. Avoid misunderstandings at the sports centre;
 - b. Make sure that the member is aware of the instructions and rules of Indoor Action;
 - c. Make sure that the members can communicate with each other;
 - d. Create a safe atmosphere.
- For the purpose of safety, Indoor Action recommends members not to wear jewellery when exercising.
- It is not permitted to wear any form of headwear, unless this is worn for religious reasons.
- The member must wear suitable sportswear and shoes when exercising.
- Men are required to wear a T-shirt with sleeves, a singlet or halter shirt is not permitted.
- Women are not allowed to wear just a sports bra (or a sports top which is just as short).
- No slippers or sandals may be worn in the fitness space, shoes must always be fully closed. The member must wear shoes with clean soles that have not been used outside.
- The member is required to carry a towel during all sports activities.
- Bags, coats, and other personal belongings must be kept in a locker. These may not be brought into the studios or fitness space.
- Only Indoor Action staff may control the light and audio system and open and close doors or windows.
- Indoor Action will not keep any found objects and goods for more than 8 days.
- Pets are not allowed.
- If a member has received an official warning from Indoor Action in relation to a violation of these general terms and conditions and/or the rules and the behaviour of the member has not improved, Indoor Action may dissolve the membership.

Article 25. Liability

- Indoor Action cannot be held to pay compensation for any damage which is a direct or indirect result of:
 - a. An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 26.2;
 - b. Any act or failure of the member, such as, but certainly not limited to, not being in sufficient health or not being sufficiently fit, overestimating his or her own abilities, and ignoring instructions.
- Indoor Action is not liable for damage of any nature caused by the use of incorrect and/or incomplete data provided by or on behalf of the member.
- Exercising in the sports centre will take place fully at your own risk. The member is personally liable for all damage caused to himself or herself or third parties when exercising at the sports centre. Indoor Action can never be held liable for any injuries, fractures, or other physical or mental injuries caused when exercising in the sports centre. The costs that arise from an accident or injury incurred when exercising at the sports centre will be borne fully by the member, unless the accident is caused by intent or gross negligence attributable to Indoor Action.
- The member must always observe the instructions and rules on conduct given by the Indoor Action. If the member refuses to observe these instructions or rules, the member will be responsible for any damage that arises from this.
- Indoor Action can never be held liable for damage, loss, theft, or the disappearance of properties of the member in the sports centre.
- One or more types of fitness equipment may be temporarily unavailable. Indoor Action cannot be held liable for this and the temporary unavailability of fitness equipment does not give the member the right to claim any form of compensation.
- If Indoor Action is found to be liable for any damage, this liability will be limited to the amount paid by the insurer of Indoor Action. If the insurer refuses to provide payment, or if the damage is not covered by the insurance, the liability of Indoor Action will be limited to the monthly membership fee paid by the member, insofar as this does not violate any mandatory legal provision.

Article 26. Force majeure

- Indoor Action is not required to fulfil any obligation based on the membership if it is prevented from doing so due to force majeure.
- Force majeure includes any non-attributable shortcoming of hired third parties, virus infections and computer hacking by third parties, traffic interruptions, weather influences, natural disasters, internet disruptions, power outage, fire, epidemics, theft, government measures, as well as any other situation over which Indoor Action cannot exert any (decisive) control.
- In case of a situation of force majeure, Indoor Action will have the right to amend the agreement correspondingly, without the member being entitled to (financial) compensation, unless this change leads to a financial advantage for Indoor Action.

Article 27. Personal data

- Indoor Action processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data by Indoor Action, the member can consult the Indoor Action privacy statement <https://www.indooraction.nl/algemene-voorwaarden/> (to the right).
- For the privacy statement governing the data in the MyWellness account of the member and the Indoor Action app, Indoor Action refers the member to: <https://www.mywellness.com/cloud/Terms/Privacy>.

Article 28. Applicable law and competent court

- All rights, obligations, offers, and memberships governed by these general terms and conditions will be exclusively subject to the laws of the Netherlands.
- All disputes between the member and Indoor Action will be submitted to the competent court in the district where Indoor Action is established. The member will have a period of one month to elect settlement of the dispute in the court competent by law after Indoor Action has invoked this clause vis-à-vis the member in writing.