

These General Delivery Terms of NL Actief were created through consultations with the consumers' association Consumentenbond in the context of the self-regulatory platform Coördinatiegroep Zelfreguleringsoverleg of the socio-economic institute SER, and are effective as of 1 January 2018.

## General conditions NL Actief

### Article 1 Definitions

The Business:	natural or legal person who enters into an Agreement with NL Actief regarding Fitness.
The Consumer:	natural person not acting from the exercise of a profession or business, who enters into an Agreement regarding Fitness.
Fitness:	a service focusing on physical and/or mental activity.
The Agreement:	Agreement between the Business and the Consumer regarding Fitness.
Written:	intended by written are both hard (paper) and digital copies.

### Article 2 Applicability

These general conditions are applicable to the adoption and implementation of all Agreements regarding Fitness, which are concluded between the Business and the Consumer.

### Article 3 The offer

- The Business issues the offer in Written or electronic form. The offer is valid during a period indicated by the Business. In case the Business has not established a term for acceptance, the offer will remain valid during two weeks after the date of issue.
- The offer comprises at least:
  - the reflection period, as intended in article 5;
  - the facilities and support which are made available;
  - the days and hours when the facilities can be used;
  - the cost of the subscription and the consequences for the costs in the event of an early cancellation pursuant to article 6. The offer evinces clearly whether costs are periodic or one-time charges;
  - at what moment the Business may increase the costs pursuant to article 7;
  - the method of payment and the payment term;
  - the period of the Agreement and the associated notice period or, in the event of a serial ticket, the validity period, and;
  - the (internal) code of conduct.
- The description of the offer must be sufficient to enable the accurate assessment of the offer by the Consumer.
- Along with the offer, the general conditions are provided in Written form, in such a way that Consumer is able to take cognizance of them and to keep them.

### Article 4 The Agreement

The Agreement is adopted through the acceptance of the offer by the Consumer. The Agreement is strictly personal.

### Article 5 Reflection period

- For the duration of a reflection period of a week after the signing of the Agreement, the Consumer may revoke the Agreement free of charges. This revocation right ends at such moment that the Consumer makes use of the fitness facilities sooner.
- For Agreements adopted at a distance (for instance through the website of the Business), a reflection period applies of fourteen calendar days. During that term, the Consumer has the right to revoke the Agreement free of charges. In case the Consumer, on his own request, makes use of the services of the Business during the reflection period and he subsequently invokes his revocation right, he will owe the Business proportional compensation for the period in which he has made use of the latter's services.

### Article 6 Duration and termination

- The Business at least offers the Consumer the following options:
  - an Agreement of 3 months or less, and;
  - an Agreement of longer duration.

If the Consumer wishes to cancel an agreement for 1 year or shorter, he must do this – unless otherwise established – towards the end of the subscription duration, with due regard for a notice period of 1 month, and all matters in conformity with section 4 of the present article. If the Consumer does not cancel on time, the Agreement will continue after the period agreed on for an unlimited time. The Consumer can cancel an agreement for an unlimited time at all times, with due regard for a notice period of 1 month, and all matters in conformity with section 4 of the present article.
- If the Agreement is adopted for a duration longer than 1 year, the Consumer will have the possibility after 1 year to cancel the Agreement with due regard for the notice period of 1 month, and all matters in conformity with section 4 of the present article.
- The Consumer may cancel the Agreement during its effective time in case:
  - the Consumer demonstrably (preferably in Written form) moves to another address and it is no longer possible – due to the increased travel time - for the

Consumer to make use of the fitness activities. In case another branch of the relevant business, with equivalent facilities and service level, is located within reasonable travel time from the new residence, this situation does not apply.

- it has become impossible for the Consumer, due to a demonstrable injury or illness at the moment of cancellation, to make use of the fitness activities during the remainder of the subscription period.

Cancellation must take place with due regard for a notice period of 1 month towards the end of the month, and all matters in conformity with section 4 of the present article. In the event of a cancellation on grounds of a demonstrable injury and/or illness, the notice period will commence at the moment of cancellation under the simultaneous submittal of the documentation (statement physician or from another certified specialist) which demonstrates at least that the Consumer is unable to exercise due to injury and/or illness.

- The Consumer must cancel the Agreement in Written form.
- In the event of a cancellation as intended in sections 2 and 3, the Business has the right to recalculate the contribution for the past subscription period on the basis of the effective period of use, and the associated demonstrable subscription contribution and/or registration fee.
- Besides the cancellation option as intended in section 3, there is a suspension option for the Consumer. If the Consumer cannot make use of the fitness activities during a period longer than 1 month as a result of a demonstrable injury or illness, the contract period will be extended consecutively for the same period, without the application of additional subscription costs during this period. This does not affect the right of the Business to apply reasonable administration costs to Consumer for this.
- The Business may cancel the Agreement prematurely and with immediate effect if:
  - the Consumer violates one or more provisions of these conditions or of the applicable (internal) code of conduct, unless the violation does not justify premature termination, or;
  - the Consumer has shown illegitimate behaviour towards the Business or towards a contractor of the Business.

In these cases, the Business does not refund the remaining subscription fee. This is independent of the obligation Consumer may have to compensate for damages attributable to him.
- If the Business terminates his company, premature cancellation by the Business is possible with due regard for a notice period of 1 month. In such case, the Business will refund the remaining subscription fee.

### Article 7 Price and price changes

- The subscription fee is established prior to the adoption of the agreement.
- The Business will duly announce any possible price increases 4 weeks in advance.
- In the event of a price increase, the Consumer will have the right to rescind the agreement within 4 weeks after notification of that price increase by the Business. The subscription fee paid in advance which regards the period after rescission, will then be refunded by the Business. The subscription fee owed by the Consumer will, however, be recalculated against the actual subscription period.
- The option to rescind pursuant to section 3 is not applicable to price adjustments on the basis of the price index as published by the statistics institute CBS for household consumption, nor to price adjustments which result directly from legislation, such as a VAT increase, unless such a price increase is announced within 3 months after adoption of the Agreement. In the latter case, Consumer will have the right to rescind the agreement until 3 months after adoption of the Agreement. The subscription fee paid in advance which regards the period after rescission, will then be refunded by the Business. The subscription fee owed by Consumer will, however, be recalculated against the actual subscription period.

### Article 8 Obligations of the Business

- The Business guarantees that the facilities and services provided comply with the Agreement.
- The Business subjects the facilities to the required maintenance.
- If the Business makes use of the services of instructors and/or assistants, he guarantees that the instructors and/or assistants dispose of sufficient knowledge, as may be expected of them.
- The Business makes sure that sufficient first-aid material is available on the premises.
- The Business will adhere to the quality protocol of NL Actief, being: 'NL Actief certification', which includes the covenant on doping.
- The Business takes sufficient measures to prevent damage to or loss of property of Consumers.

### Article 9 Obligations of the Consumer

- The Consumer follows the instructions and the (internal) code of conduct issued by the Business.
- The Consumer is obligated to report a medical contraindication for Fitness to the Business.
- The Consumer must follow the instructions of the Business or of the staff appointed by him respectively. It is not permitted to the Consumer to make use of equipment or facilities which the Consumer is unfamiliar with. In case the Consumer is not familiar with one or more pieces of equipment or facilities, he can accordingly notify the Business, so the Business can give an explanation.

4. It is not permitted to Consumer to make use of the equipment and facilities if he is under the influence of alcohol, drugs, medication, or of substances which are indicated as doping.
5. It is not permitted to the Consumer to smoke in the fitness areas made available by the Business.
6. The Consumer must timely communicate changes to his mail address, e-mail address, bank account number, and phone number, in writing or electronically, to the Business.

#### Article 10 Intermediate changes

1. The Business can apply intermediate changes to the proposed facilities, training schedules, programmes, and opening hours. The Business will duly announce planned changes at least 4 weeks prior.
2. In the event of changes, as intended in section 1, to the disadvantage of the Consumer, the Consumer will have the right for a period of 4 weeks after announcement to cancel the subscription without the application of a notice period, unless the change does not justify cancellation. In case aforementioned cancellation is justified, the subscription fee paid in advance will be refunded.

#### Article 11 Certificate of participation

1. After payment of the amount due and upon presentation of a valid ID, the Consumer will receive a certificate of participation. The certificate of participation is used, when so requested, to register the visit upon entry.
2. In case the certificate of participation has gone lost or is damaged, a new certificate can be requested. A Business has the right to charge reasonable costs for such.

#### Article 12 Payment

1. The due subscription fees will be invoiced and settled in the established manner.
2. In the event of late payment, Consumer will fall into default after being accordingly warned by the Business in writing and having been offered the opportunity to still settle the amount owed within 2 weeks.
3. After expiry of the new payment term, the Business has the right to apply statutory interest and extrajudicial costs, pursuant to article 6:96 section 2 under c, and section 5 BW (Netherlands Civil Code). Furthermore, the Business will be authorized to refuse access to the fitness facilities to the Consumer.

#### Article 13 Liability

1. The Business is liable towards Consumer for damage resulting from an attributable shortcoming in compliance with his obligations pursuant to the Agreement, and for damage which is at the expense and risk of the Business. The Business is not liable for damage to or the loss of property, unless deviating arrangements have been made regarding, or in the event of unlawful action on the part of the Business.
2. The Business will take out sufficient insurance against his risks as an entrepreneur. The coverage of this insurance amounts to at least € 1,000,000 per event. The liability of the Business is limited to the insured amount, increased by the deductible sum.
3. The Consumer is liable towards the Business for damage resulting from an attributable shortcoming in compliance with his obligations pursuant to the Agreement, and for damage which is at the expense and risk of the Consumer.

#### Article 14 Complaints

1. The Business has arranged for a sufficiently publicized complaints procedure, and treats complaints in accordance with this procedure.
2. The Consumer submits complaints concerning the implementation of the Agreement as soon as possible – though no later than within four weeks after the Consumer has identified the defects – to the Business, unless this cannot reasonably be expected of him. These complaints must be described in their entirety, clearly, and possibly furnished with means of proof.
3. The late submittal of a complaint may result in the Consumer in losing his rights concerning.
4. The Business will respond to the complaints submitted to him by Consumer as soon as possible – though no later than within four weeks – counted from the date of receipt. In the event a complaint requires an expected handling time which is longer, the Business will forthwith respond with a confirmation of receipt and an indication of the term within which Consumer may expect a more elaborate answer.
5. In case the complaint cannot be resolved by mutual agreement, a dispute arises which is eligible for dispute settlement.

#### Article 15 Arbitration committee

1. Disputes between Business and Consumer regarding:
  - the adoption of the Agreement, or
  - the implementation of the Agreement,
 may be submitted by both the Consumer and the Business to the relevant arbitration committee Geschillencommissie Sport en Beweging, Bordewijklaan 46, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
2. A dispute is only taken into consideration by the arbitration committee in case the Consumer has first submitted his complaint, fully and clearly described, to the Business, pursuant to Article 14.

3. A dispute must be submitted to the arbitration committee no later than within 12 months after the date on which the consumer presented the complaint to the business. The dispute is submitted in written form, under specification of the name of the Consumer and the Business, a clear and full description of the dispute, along with means of proof if available.
4. When the Consumer submits a dispute to the arbitration committee, the Business is bound by this choice. In case the Business wishes to submit a dispute to the arbitration committee, he must ask the Consumer to respond within five weeks whether or not he agrees with this step. The Business must announce on such occasion that he will consider himself at liberty, after expiry of the above-mentioned term, to present the dispute to the court of law.
5. Disputes which regard non-payment of the subscription fee and which are not based on a substantive complaint, nor regard death, physical injury, or illness, are ruled on by the court of law, to the exclusion of the arbitration committee.
6. The arbitration committee gives rulings in conformity with the provisions of the regulation applicable to them. The regulation of the arbitration committee is forwarded upon request. For treatment of a dispute, compensation is due.
7. The committee gives rulings by issuing binding advice. The ruling is binding for both parties. Annulment of the binding advice can only take place by submitting it within two months after its forwarding to the court of law. The court can only annul the binding advice if the ruling in the context of the substance or way of adoption would be unacceptable in the prevailing circumstances, against standards of reason and fairness.

#### Article 16 Performance bond

1. NL Actief guarantees compliance with the binding advice, unless one of the parties submits the binding advice within two months after its forwarding to the court of law for arbitration. This guarantee revives in the event that the binding advice has remained intact after arbitration by court and the ruling demonstrating such has become enforceable. Up to a maximum amount of € 10,000 per binding advice, the sum is disbursed by NL Actief to the consumer, under the condition that consumer, simultaneously with the granting of the appeal to the performance bond, will cede his claim on account of the binding advice for the amount of the disbursed sum to NL Actief. For amounts exceeding € 10,000 per binding advice, the amount of € 10,000 will be disbursed to the consumer. For the amount exceeding, NL Actief has an obligation of best effort, to make sure that the member will comply with the binding advice. This obligation of best effort means that it will be offered to the consumer to transfer his claim to NL Actief, after which this organization will legally demand, under its own name and at its own expenses, its settlement to the consumer, or that the consumer will be offered that NL Actief will conduct, in name of the consumer and at the expense of NL Actief, the (extrajudicial) collection procedures, and all matters according to the discretion of NL Actief.
2. NL Actief does not offer a performance bond if, before the dispute has been treated by the arbitration committee Geschillencommissie Sport en Beweging during hearing, and during this hearing a final ruling has been pronounced in the dispute, one of the following situations pertains:
  - Suspension of payment has been granted to the Business;
  - The Business has been declared bankrupt;
  - The business activities of the Business have been effectively terminated.
 Determining factor for this situation is the date on which the termination of activities has been registered in the Trade Register, or another date on which NL Actief can plausibly argue business activities were factually terminated.

#### Article 17 Modification clause

NL Actief has the right to modify or supplement the general delivery terms through consultation with consumers' association Consumentenbond. In the event of modifications, Consumer is notified beforehand what these regard, and he will be given the opportunity to rescind the Agreement pursuant to article 6:237 under c BW (Netherlands Civil Code). The Business informs Consumer at least two months in advance with regard to the modified conditions and their effective date. In case the Consumer wishes to rescind the agreement in connection with the modification, he must communicate such at least one month before the effective date. The cancellation will become effective one month after receipt of notice by the Business.

#### Article 18 Applicable law

To all agreements to which these conditions have been declared applicable, Netherlands legislation applies, unless mandatory legislation stipulates otherwise.

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