

1 Definitions

- 1.1 ACLO: Academic Centre for Physical Education, umbrella student sports foundation run exclusively by students for students of the University of Groningen (RUG) and the Hanze.
- 1.2 RUG and Hanze Sports Centre: facility organisation responsible for the planning, staff, management and operation of the accommodation and materials.
- 1.3 Participant: athlete who makes use of the sports facilities made available by the ACLO. An unbound participant is not a member of an affiliated association. A bound participant is a member of an affiliated association.

2 Sports certificate

- 2.1 In order to participate in the ACLO sports program, a participant must be in possession of a valid sports certificate. Every participant agrees to these general conditions by paying for the sports subscription.
- 2.2 An ACLO sports certificate is valid from:
- Annual subscription: Start KEI week until August 31 (following year);
 - 1st Semester subscription: Start KEI week until February 1st;
 - 2nd Semester subscription & Extended subscription: February 1 to August 31;
 - Summer subscription: May 1st to August 31st.
- 2.3 The participant is obliged to be able to demonstrate that he or she is in possession of a valid sports subscription upon request of the inspector or desk employee.
- 2.4 As long as a participant fails to show a valid sports subscription, the inspector or desk employee may deny the participant the use of the facilities made available by the foundation.
- 2.5 If a participant cannot show a sports subscription before or after using the foundation's facilities and cannot prove that he or she has purchased one, the participant is obliged to purchase a sports subscription within the foundation's subscription policy, including a fine of €10. If the participant does not wish to purchase a sports subscription, the participant must pay a fine of €20. This can be done by means of a payment to the foundation's treasurer or by means of a PIN transaction at the counter.
- 2.6 A sports subscription is personal and therefore non-transferable. Should a participant transfer the sports subscription to another, the participant will be deprived of the use of the facilities made available by the foundation. Upon payment of a fine of €20, the participant will regain access to the facilities made available by the foundation.
- 2.7 If, in the opinion of the Executive Board of the foundation, fraud has been committed, measures as referred to in Article X.4 of the house regulations may be taken.
- 2.8 Outstanding fines must be paid at all times.
- 2.9 An unbound participant can get the costs of the sports subscription back if the participant is unable to use the facilities and services of the ACLO for the rest of the academic year due to medical circumstances within one month of purchasing the sports card.
- 2.10 A bound participant can get the costs of a sports subscription back if the participant can no longer use the facilities and services of the ACLO for the rest of the academic year due to

medical circumstances within one month after the start of the sales of the sports subscription. The participant will then be removed from the membership list of the association in question.

2.11 A participant who has purchased a sports subscription is entitled to a refund of the amount paid if the participant cancels the purchase within the statutory cooling-off period of fourteen days, provided that the sports subscription has not been used.

2.12 All sports subscriptions and their terms can be found at www.aclosport.nl/tarieven/. A sports subscription is not automatically extended if it has expired.

2.13 If the entire or partial sports offer is cancelled due to force majeure, the ACLO may decide to refund the participation fee.

3 Accommodation

3.1 Anyone who enters the ACLO accommodations automatically and unconditionally subjects themselves to the provisions of these general terms and conditions.

3.2 Changing rooms in the Sports Centre will be closed thirty minutes after the end of the last scheduled activity.

3.3 There is a smoking ban in the Sports Centre and on the entire Zernike Campus.

3.4 It is not permitted to enter the indoor facilities with shoes with studs, strips or spikes. Entering the sports halls is only permitted with clean sports shoes that do not leave streaks and are not worn outside.

3.5 The Executive Board of the ACLO is authorised to take measures as referred to in Article X.4 of the house regulations if a participant is guilty of an act or omission that harms the interests of the foundation or that causes damage to the foundation or to one or more persons who use the accommodations, materials, reductions, subsidies or instructors made available by the foundation, or the materials operated by it or falling under its responsibility.

4 Reservations

4.1 A participant can reserve the sports facilities or sports activities offered by the ACLO seven days prior to the sports activity.

4.2 It is not allowed to reserve a hall, squash, tennis, padel or a beach court for two hours in a row. If this does happen, the second reservation will be removed from the system.

4.3 An unbound participant must always register before using the sports facilities offered by the ACLO by scanning a QR code.

4.4 When a participant is absent or does not report for a reservation, this leads to a note, this is made known by means of a written warning. After three notes within a foundation year, the participant's sports subscription is blocked for a period of fourteen days. The block is lifted after fourteen days. A participant can lift the block immediately after payment of €10.

4.5 Outstanding fines must be paid at all times.

4.6 A participant can cancel free of charge up to one hour prior to the reservation, unless the ACLO Executive Board has determined and communicated otherwise.

4.7 It is not permitted to bring athletes without a valid sports subscription with you when making a reservation and to allow them to use the facilities made available by the foundation.

4.8 Individual climbing, spinning or pole dancing is not allowed.

5 Courses

- 5.1 Participation in courses is done via a registration and lottery system and confirmation by the participant in the ACLO app or ACLO website. For 'special' courses an additional contribution may be requested.
- 5.2 After confirmation of participation in the course it is not possible to cancel the course.
- 5.3 If a participant has participated in less than 80% of the lessons of the course, the sports certificate will be blocked. Lessons that are cancelled will be left out of the 80% rule. A block can be lifted after payment of €10.
- 5.4 Outstanding fines must be paid at all times.
- 5.5 In the event of an injury or other health reasons, a block on the sports license can be lifted free of charge by decision of the Executive Board of the ACLO.

6 Fitness

- 6.1 With an ACLO subscription, a participant can only use the fitness in the Sports Centre during weekends and university holidays.
- 6.2 A participant must enter and exit the fitness with a valid fitness card.
- 6.3 A participant must comply with the house rules of the fitness. The house rules are visible at the entrance of the fitness, as well as on the website of the ACLO.
- 6.4 Access to the fitness may be denied if the house rules are not followed.

7 Climbing wall

- 7.1 In order to be allowed to climb on the climbing wall of the Sports Centre, the participant must be in possession of a wall card from the G.S.A.C. or a climbing proficiency certificate from the NKBV.
- 7.2 A participant can obtain an indoor Toprope card by successfully completing the ACLO beginners climbing course. At the end of this course, a participant can take an exam for the Indoor Toprope license. The exam costs are €2.50. The climbing proficiency certificate of the NKBV pass only gives access to the open hours.
- 7.3 With a GSAC wallcard, a participant can use making the climbing wall during open hours or at times when the climbing wall is not scheduled for an ACLO course, Hanze students or an event.
- 7.4 If a participant does not have a GSAC wall card or a climbing proficiency certificate from the NKBV, but can climb and belay safely, a participant can use the climbing wall during the open hours. The participant must have this assessed by the instructor on duty.
- 7.5 A participant must comply with the house rules of the climbing wall. The house rules are visible at the climbing wall, as well as on the website of the ACLO.
- 7.6 Access to the climbing wall may be denied if the house rules are not followed.

8 Swimming pool

- 8.1 The swimming pool is only accessible to experienced swimmers.
- 8.2 A participant must comply with the house rules of the swimming pool. The house rules are visible at the entrance of the swimming pool, as well as on the website of the ACLO.
- 8.3 Access to the swimming pool may be denied if the house rules are not followed.

9 Complaints

- 9.1 If an association, person or institution is not satisfied with the policy of the foundation, an official complaint can be filed with the Executive Board of the ACLO via the complaints registration on the website: <https://aclosport.nl/klachtenformulier/>.
- 9.2 The association, person or institution concerned will receive an acknowledgement of receipt within three working days of receipt of the complaint. If necessary, this will state under whose responsibility the complaint will be handled and within what period an answer can be expected.
- 9.3 The complaint will be handled within fourteen days. If the complaint is not handled within the communicated term, the association, person or institution will be informed of this in a timely manner and a new term will be agreed upon.
- 9.4 A complaint is considered to have been dealt with when the association, person or institution concerned has received a written response in which the Executive Board of the ACLO is convinced that, within reason and fairness and in line with the seriousness of the complaint, everything has been done to deal with the complaint properly.
- 9.5 If the association, person or institution concerned is dissatisfied after the complaint has been handled by the Executive Board of the ACLO, an appeal can be lodged with the General Board of the ACLO.
- 9.6 The decision of the General Board of the ACLO is binding and there is no possibility of appeal.

10 ISR

- 10.1 It is the obligation of every participant to adhere to the rules as laid down in the law, the internal regulations of the foundation, the code of conduct and the disciplinary regulations of the ISR, which can be consulted at: www.isr.nl.
- 10.2 In the event of an alleged violation of the rights referred to in paragraph 1 of this article, the participant is advised to report this alleged violation to the ACLO board or to one of the VCPs appointed by the ACLO.
- 10.3 In the event of a breach of the obligations referred to in paragraph 1 of this article, the person who believes to have suffered the breach, or the ACLO, is free to bring the matter before the Institute for Sports Law (ISR).
- 10.4 In order to implement paragraph 3 of this article, the participant shall submit to the SI and AT regulations of the ISR as applicable at the time of entering into the Agreement and/or subsequently by amendment or introduction, in the most recent version as published on the foundation's website: www.isr.nl

10.5 The participant declares that he/she has taken note of the regulations referred to in paragraph 4 of this article, which are available via www.isr.nl and declares that he will abide by the rules.

10.6 In addition to the regulations referred to in paragraph 4 of this article, the participant agrees to the disciplinary jurisdiction of the ISR so far as it concerns the prosecution of violations based on the SI and AT regulations of the ISR. The participant is bound by future changes that the ISR unilaterally makes to its regulations referred to in paragraph 4 of this article.

10.7 If a decision of the prosecutor, the disciplinary committee or the appeals committee results in a decision taken in respect of an alleged violation pursuant to paragraph 2 of this Article, submitted to ISR pursuant to paragraph 3 of this Article, being null and void or being annulled, the participant shall not be entitled to any compensation.

10.8 The ISR, its prosecutors, its board members, its disciplinary judges, its arbitrators, its binding advisors, its mediators, its administrative secretariat, its legal secretariat, its experts and its legal advisor are excluded from liability with regard to the legal proceedings provided by or on behalf of the ISR.

11 Liability

11.1 Practicing sports can involve risks. Following an activity of the ACLO or the Sports Centre is entirely at the participant's own risk.

11.2 If damage/destruction is caused to buildings and/or sports equipment, the perpetrator will be held liable for this damage/destruction. In case of theft, the police will be notified at all times.

12 Privacy

12.1 The ACLO processes all personal data as determined in the General Data Protection Regulation.

12.2 The privacy policy is described in a privacy statement. This can be found at: <https://aclosport.nl/belangrijke-documenten/>.

13 Changes

13.1 The ACLO reserves the right to change these general terms and conditions at any time.

13.2 If the general terms and conditions are changed, all participants will be informed of this change.