

1 Definitions

- 1.1 ACLO: Stichting ACLO, statutorily established in Groningen, registered with the Chamber of Commerce under number 41009087.
- 1.2 RUG and Hanze University of Applied Sciences Sports Centre: facilities organization responsible for the planning, staffing, management, and operation of the facilities and materials.
- 1.3 Participant: A natural person in possession of a valid ACLO sports license in accordance with Article 2 of these terms and conditions. An unaffiliated participant is not a member of an affiliated association. A bonded participant is a member of an affiliated association.
- 1.4 Academic year: the academic year established by the Executive Board of the State University in the academic calendar.
- 1.5 University holidays: The teaching-free periods as determined by the Executive Board of the University of Groningen in the academic year calendar.

2 Sports certificate

- 2.1 To participate in the ACLO sports program, participants must have a valid sports pass. By paying for their sports pass, each participant agrees to these terms and conditions.
- 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 1 to August 31;
 - Day pass: opening until closing of all sports facilities on the day of use.
- 2.3 A participant is not covered by the low-rate sports certificate policy year. A student membership is canceled before February 1st of the current academic year. Participants are not covered by the sports certificate policy for a low-rate first- or second-semester membership if they have been registered as a student for less than three months of the membership's validity period.
- 2.4 The Executive Board is authorized to make an exception to the provision in article 2.3.
- 2.5 The participant is obliged to be able to demonstrate that he or she is in possession of a valid sports license upon request of the inspector or counter clerk.
- 2.6 As long as a participant fails to show a valid sports card, the inspector or counter employee may deny the participant the use of the sports card provided by the foundation deny the foundation facilities made available.
- 2.7 Participants without a valid sports card are not permitted to participate in sports activities and use the facilities provided by the Foundation. If a participant does so, their sports card will be blocked. Participants can unblock this by paying €10.
- 2.8 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 internal regulations may be taken.
- 2.9 Outstanding fines imposed in accordance with this article must be paid at all times. Failure to do so will result in the participant's sports card being blocked.

2.10 An unaffiliated participant can reclaim the cost of their sports pass if, within one month of purchasing the pass, they are unable to use the ACLO's facilities and services for the remainder of the academic year due to medical reasons.

2.11 A committed participant can reclaim the cost of a sports pass if, within one month of the start of sales of the sports pass, the participant is unable to use the ACLO facilities and services for the remainder of the academic year due to medical reasons.

2.12 A participant who has purchased a sports pass 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 pass has not been used.

2.13 All sports cards and their expiration dates can be found in the sports card policy as published on the website. A sports card is not automatically renewed once it has expired.

2.14 If all or part of the sports programme is cancelled due to force majeure, the ACLO may decide to refund the participant contribution.

2.15 In the event of force majeure due to injury or other health reasons, a sports license block can be lifted free of charge by decision of the ACLO Executive Board.

3 Accommodation

3.1 The participant is obliged to compensate the ACLO for any damage suffered if the participant is guilty of an act or omission that harms the interests of the Foundation or causes damage to the Foundation.

3.2 The ACLO Executive Board is entitled to take measures as referred to in Article X.4 of the internal regulations if a participant is guilty of an act or omission that jeopardises the interests of the foundation is damaged or which causes damage to the Foundation or to one or more persons who benefit from the foundation may not use any accommodations, materials, discounts, subsidies or instructors made available by it, or any materials operated by it or under its responsibility.

3.3 In all cases, the participant will be held liable by the ACLO Executive Board for any damage caused by the participant to any accommodations, materials, discounts, subsidies, or instructors made available to the ACLO. In case of theft or willful destruction will always be reported to the police.

3.4 Individual climbing, spinning, or pole dancing is not permitted. If an inspector or counter clerk observes this, the participant will be denied access to the sports activities until closing time of all facilities used by the ACLO.

4 Free reservation, open hours & group lessons

4.1 A participant can reserve the sports facilities or sports activities offered by the ACLO seven days in advance of the sports activity.

4.2 It is not permitted to reserve a hall, squash court, tennis court, paddle tennis court, or beach court for two hours per day. If a participant does so, their sports pass will be blocked for a

period of fourteen days. The block will be lifted after fourteen days. A participant can lift the block immediately after paying €10.

4.3 An unaffiliated participant must always register before using a reservation, participating in a group lesson or open hour by scanning a QR code.

4.4 If a participant is absent or fails to report to a reservation, this will result in a citation, which will be communicated through a written warning. After three citations within a foundation year, the participant's sports card will be blocked for a period of fourteen days. The block will be lifted after fourteen days. A participant can lift the block immediately after paying €10.

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

5 Courses

5.1 Participation in courses is done through a registration and lottery system and confirmation by the participant in the ACLO app or on the ACLO website. By decision of the Executive Board, an additional contribution may be requested for participation in a course.

5.2 After confirmation of participation in the course, it is possible to cancel the course up to 48 hours before the start of the course.

5.3 If a participant has attended less than 80% of the course lessons, their sports license will be blocked. Canceled lessons will not be considered part of the 80% rule. A block can be lifted after payment of a fine of €10,-.

6 Fitness

6.1 With an ACLO membership, a participant can only use the fitness room in the Sports Centre during weekends and university holidays.

6.2 A participant must enter and exit the fitness room with a valid fitness card. Failure to do so may result in denial of access to the fitness room by an inspector or receptionist.

6.3 Participants must comply with the fitness center's house rules. These rules are posted at the entrance to the fitness center and on the ACLO website. Access to the fitness center may be denied if the rules are not followed.

7 Climbing wall

7.1 To be allowed to use the climbing wall as a participant during an open hour the participant must be in possession of a wall card from the GSAC or a climbing proficiency certificate from the Dutch Climbing and Mountaineering Association (NKBV).

7.2 Participants can obtain an indoor top rope card by successfully completing the ACLO beginner climbing course. At the end of this course, participants can take the Indoor Top Rope

license exam. The exam fee is €2.50. The NKBV climbing proficiency certificate only gives access to the open hours.

7.3 A GSAC wall map allows a participant to use the climbing wall available 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 possess a GSAC wall card or a KNBV climbing proficiency certificate, but is able to climb and belay safely, they may use the climbing wall during open hours. This must be assessed by the instructor on duty.

7.5 Participants must comply with the climbing wall's house rules. These rules are posted at the climbing wall and on the ACLO website.

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 swimmers with a swimming diploma A or a comparable level.

8.2 Participants must comply with the pool's house rules, which are posted at the pool entrance.

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 ACLO Executive Board via the complaints registration on the website.

9.2 The provisions of Article 9.4 to 9.8 only applies to complaints submitted with usable contact information.

9.3 The association, person, or organization in question will receive an acknowledgement of receipt within three business days of receipt of the complaint. Where necessary, this acknowledgement will state under whose responsibility the complaint will be handled and the expected timeframe for a response.

9.4 The complaint will be handled within fourteen days. If the complaint is not resolved within the specified timeframe, the association, individual, or organization will be notified in a timely manner, and a new timeframe will be agreed upon.

9.5 A complaint is considered resolved when the association, person, or institution in question has received a written response in which the ACLO Executive Board is convinced that it has made every reasonable and fair effort, in line with the seriousness of the complaint, to handle the complaint properly.

9.6 Should the association, person, or institution in question remain dissatisfied after the complaint has been handled by the ACLO Executive Board, an appeal may be lodged with the ACLO General Board.

9.7 The decision of the ACLO General Board 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 Institute for Sports Law (ISR), can be consulted on the ISR website.

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 V appointed by the ACLO confidential contact persons.

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 ISR.

10.4 In implementation of paragraph 3 of this article, the participant shall submit to the SI and AT regulations of the Institute for Sports Law as applicable at the time of entering into the Agreement and/or subsequently by amendment or implementation, in the most recent version as published on the ISR website.

10.5 The participant declares that he/she has taken note of the regulations mentioned in paragraph 4 of this article, available on the ISR website, and declares that he/she will adhere to the rules.

10.6 In addition to the regulations mentioned in paragraph 4 of this article, the participant agrees to the disciplinary jurisdiction of the Institute for Sports Law regarding the prosecution of violations based on the SI and AT regulations of the Institute for Sports Law. The participant is bound by any future amendments that the ISR unilaterally makes to its regulations mentioned in paragraph 4 of this article.

10.7 If a decision of the Prosecutor, or a decision of the Disciplinary Committee or the Appeals Committee, results in a decision taken on an alleged violation under paragraph 2 of this Article, submitted to ISR under paragraph 3 of this Article, being null and void or being annulled, the participant shall not be entitled to any compensation.

10.8 The Institute for Sports Law, 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 Participating in sports can involve risks. Participating in an ACLO activity is entirely at the participant's own risk.

11.2 The ACLO accepts no liability for any damage suffered while practicing a sporting activity.

12 Privacy

12.1 The ACLO processes all personal data provided to it in accordance with the General Data Protection Regulation.

12.2 A privacy statement is used here, which can be found on the website and in the ACLO app.

13 Changes

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

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