

1 Definitions

- 1.1 ACLO: ACLO Foundation, legally established in Groningen, registered with the Chamber of Commerce under number 41009087.
- 1.2 RUG and Hanze Sports Centre: facilities organization responsible for the planning, personnel, management, and operation of the accommodation and materials.
- 1.3 Participant: A natural person in possession of a valid ACLO sports pass in accordance with the provisions of Article 2 of these general terms and conditions. An unaffiliated participant is not a member of an affiliated association. An affiliated participant is a member of an affiliated association.
- 1.4 Academic year: the academic year established by the Executive Board of the University of Groningen in the academic calendar.
- 1.5 University holidays: The periods without classes 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, a participant must be in possession of a valid sports pass. By paying the sports subscription, every participant agrees to these general terms and conditions.
- 2.2 An ACLO sports pass is valid from:
- Annual subscription: Start of KEI-week until August 31 (following year);
 - 1st Semester subscription: Start of KEI-week until February 1;
 - 2nd Semester subscription & Prolonged subscription: 1 February to 31 August;
 - Summer subscription: May 1 to August 31;
 - Day pass: opening to closing of all sports facilities on the day of use.
- 2.3 A participant is not covered by the low-rate sports pass policy.yearsubscription if she is deregistered as a student before February 1 of the current academic year. A participant is not covered by the sports pass policy for a low-rate 1st or 2nd semester subscription if she is enrolled as a student for less than three months of the validity period of the relevant subscription.
- 2.4 The Executive Board is authorized to make an exception to the specific in Article 2.3.
- 2.5 The participant is required to be able to demonstrate possession of a valid sports pass upon request by the inspector or counter staff.
- 2.6 As long as a participant fails to present a valid sports pass, the inspector or counter staff member may deny the participant the use of the by the Sdeny the foundation access to the facilities.
- 2.7 It is not permitted to bring athletes without a valid sports pass to a sports activity or allow them to use the facilities made available by the Foundation. If a participant does so, the participant's sports pass will be blocked. A participant can lift the block by paying €10.00.
- 2.8 If, in the opinion of the Executive Board of the Foundation, fraud is 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; until this is done, the participant's sports pass will be blocked.

2.10 An independent participant may receive a refund of the sports pass costs if, within one month of purchasing the pass, the participant is unable to use the facilities and services of the ACLO for the remainder of the academic year due to medical circumstances.

2.11 A bound participant may receive a refund of the costs of a sports pass if, within one month of the start of sales of the sports pass, the participant is no longer able to use the facilities and services of the ACLO for the remainder of the academic year due to medical circumstances.

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 certificates, and their validity periods, can be found in the sports certificate policy as published on the website. A sports certificate is not automatically renewed if it has expired.

2.14 In the event that the entire or partial sports program is cancelled due to force majeure, the ACLO may decide to grant a refund of the participation fee.

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

3 Payments

3.1 By paying for a subscription, you agree to the general terms and conditions.

3.2 You can pay by credit or debit card using our secure checkout pages. The amount will be charged when you place your order and receive confirmation.

3.3 If you pay with a credit card, the funds are debited immediately.

4 Accommodation

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

4.2 The Executive Board of the ACLO 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 jeopardizes the interests of the foundation is harmed or whereby damage occurs to the Foundation or to one or more persons who benefit from the by the make use of accommodations, materials, reductions, subsidies or instructors made available to the foundation, operated by it or falling under its responsibility.

4.3 In all cases, the participant will be held liable by the Executive Board of the ACLO for damage caused by the participant to facilities, materials, discounts, subsidies, or instructors made available to the ACLO. In case of theft or willful destruction, a report will be filed with the police at all times.

4.4 Individual climbing, spinning, or pole dancing is not permitted. If this is observed by an inspector or front desk employee, the participant will be denied access to the sports activities at all facilities used by the ACLO until closing time.

5 Free booking, open hours & group classes

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

5.2 It is not permitted to reserve a hall, squash, tennis, or padel court, or a beach court for two hours per day. If a participant does so, the participant's 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 upon payment of €10.

5.3 An unattached participant must register at all times before using a reservation, participating in a group class, or attending an open hour by scanning a QR code.

5.4 If a participant is absent or fails to report for a reservation, this results in a record, which is communicated by means of a written warning. After three records within an operating year, the participant's sports pass will be blocked for a period of fourteen days. The blocking will be lifted after fourteen days. A participant can lift the blocking immediately upon payment of €10.00.

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

6 Courses

6.1 Participation in courses takes place via 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 personal contribution may be requested for participation in a course.

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

6.3 If a participant has attended less than 80% of the course lessons, the sports pass will be blocked. Cancelled lessons will be excluded from the 80% rule. A block can be lifted upon payment of a fine of €10.00.

7 Fitness

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

7.2 A participant must enter and exit the fitness area with a valid fitness pass; failure to do so may result in access to the fitness area being denied by an inspector or front desk employee.

7.3 Participants must comply with the house rules of the fitness room. The house rules are displayed at the entrance to the fitness room, as well as on the ACLO website. Access to the fitness room may be denied if the house rules are not adhered to.

8 Climbing wall

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

8.2 A participant can obtain an indoor Toprope card by successfully completing the ACLO beginner climbing course. At the end of this course, a participant can take the exam for the Indoor

Toprope license. The exam fee is €2.50. The NKBV climbing proficiency certificate provides access only during opening hours.

8.3 With a GSAC wall map, a participant can use **making use of 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.**

8.4 If a participant does not possess a GSAC wall card or a KNBV climbing proficiency certificate, but is capable of climbing and belaying safely, the participant may use the climbing wall during open hours. The participant must have this assessed by the instructor on duty.

8.5 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 ACLO website.

8.6 Access to the climbing wall may be denied if the house rules are not followed.

9 Swimming pool

9.1 The swimming pool is only accessible to swimmers with swimming diploma A or an equivalent level.

9.2 A participant must comply with the house rules of the swimming pool. The house rules are visible at the entrance to the swimming pool.

9.3 Access to the swimming pool may be denied if the house rules are not observed.

10 Complaints

10.1 If an association, person, or organization is not satisfied with the policy of the foundation, an official complaint can be submitted to the Executive Board of the ACLO via the complaint registration on the website.

10.2 The provisions of Article 9.4 through 9.8 apply only to complaints submitted with usable contact details.

10.3 The relevant association, person, or organization will receive an acknowledgment of receipt within three working days of the complaint being received. Where necessary, this acknowledgment will state under whose responsibility the complaint will be handled and within what timeframe a response can be expected.

10.4 The complaint will be processed within fourteen days. If the complaint is not resolved within the communicated timeframe, the association, person, or organization will be notified in a timely manner, and a new timeframe will be agreed upon.

10.5 A complaint is considered resolved when the relevant association, person, or body has received a written response in which the Executive Board of the ACLO is convinced that, in accordance with reasonableness and fairness and in line with the severity of the complaint, every effort has been made to handle the complaint properly.

10.6 Should the association, person, or body concerned remain dissatisfied after the handling of the complaint by the Executive Board of the ACLO, an appeal to the General Board of the ACLO is open.

10.7 The decision of the General Board of the ACLO is binding; there is no possibility of appeal.

11 ISR

11.1 It is the obligation of every participant to comply with the rules as laid down in the law and the internal regulations of the foundation, the code of conduct and the disciplinary regulations of the Institute for Sports Jurisprudence (ISR), available on the ISR website.

11.2 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 Board of the ACLO or to one of the V appointed by the ACLO confidential contact persons.

11.3 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.

11.4 In implementation of paragraph 3 of this article, the participant subjects itself to the SI and AT regulations of the Institute for Sports Jurisprudence as they apply at the time of entering into the Agreement and/or subsequently by amendment or introduction, in the most recent version as published on the website of the ISR.

11.5 The participant declares that they have taken note of the regulations referred to in paragraph 4 of this article, available via the ISR website, and declares that they will abide by the rules.

11.6 In addition to the regulations referred to in paragraph 4 of this article, the participant commits to the disciplinary jurisdiction of the Institute for Sports Jurisprudence insofar as it concerns the adjudication of violations based on the SI and AT regulations of the Institute for Sports Jurisprudence. The participant is bound by future amendments that the ISR unilaterally makes to its regulations referred to in paragraph 4 of this article.

11.7 If a decision by the prosecutor, or a decision by the Disciplinary Committee or the Appeals Committee, results in a decision taken regarding 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 derive any right to compensation therefrom.

11.8 The Institute for Sports Jurisdiction, 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 respect to the administration of justice conducted by or on behalf of the ISR.

12 Liability

12.1 Participating in sports can entail risks. Taking part in an ACLO activity is entirely at the participant's own risk.

12.2 The ACLO accepts no liability whatsoever for damages *ago while practicing a sports activity*.

13 Privacy

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

13.2 A privacy statement applies in this regard; this can be found on the website and in the ACLO app.

14 Changes

- 14.1 The ACLO reserves the right to amend these general terms and conditions at any time.
- 14.2 If the general terms and conditions are amended, all participants will be informed of this change.

15 Applicable law

- 15.1 Dutch law is applicable on the terms and conditions.