# **General conditions**

For advice, personal training and activities of Schaatstraining advies & begeleiding.

#### Article 1- Application of the conditions

These conditions apply to all services and activities of *Schaatstraining advies* & *begeleiding*, such as customized (digital) training plans via the online portal, (training) clinics and training weeks.

### Article 2- Notification, registration and placing

Notification of advice, personal training and activities will take place through a registration form, which must be filled fully and truthfully. The registration will be confirmed by e-mail, with which an agreement has been reached.

#### **Article 3- Invoicing**

After acceptance of the registration, the invoice will be sent by e-mail. This invoice has to be paid before the advice, personal training or activity. Any installment payment is possible, if previously agreed. Installments are mentioned on the invoice. For late payment, the agreement can be dissolved by *Schaatstraining advies & begeleiding*.

#### Article 4- Time and place of the clinic or training

The clinics or training sessions take place at locations and times as agreed beforehand. The preferences of the participant(s) will be taken into account as much as possible. If, due to unforeseen circumstances, *Schaatstraining advies & begeleiding* is not able to organize the clinic or training at the agreed location or time, *Schaatstraining advies & begeleiding* is authorized to determine that the whole or part of the clinic or training will be organized at another location or time.

## Article 5- Training plans, clinics and training weeks

Schaatstraining advies & begeleiding has an obligation to, given the purpose of the training plan, clinic or training week, support the participant as well as possible during the times that the activity is given by the support of a qualified trainer or specialist in the activity.

#### **Article 6- Liability**

Schaatstraining advies & begeleiding is not liable if during an activity organized by Schaatstraining advies & begeleiding, for any reason whatsoever, in any way goods of the participant or third parties will be lost. Schaatstraining advies & begeleiding is not liable for any injury or damage of any kind during or as a result of training advice, personal training or activities organized by Schaatstraining advies & begeleiding.



*Schaatstraining advies* & *begeleiding* is only liable if such damage is the result of intent or gross negligence.

# Article 7- Participation, dissolution, annulment or cancellation of clinics or training weeks

The following conditions apply to participation in clinics or training weeks of *Schaatstraining advies & begeleiding*:

- If too many applications, the order of receipt of application forms is determining for participation. In a reply-mail notification, the participant will be informed..
- After receiving the payment, the participation is final. The participant will receive a confirmation of this by email.
- Cancellation of a clinic or training week by the participant, the following rules apply:
  - Cancellation less than 2 weeks in advance: 0% of the sum return;
  - Cancellation between 2 and 4 weeks in advance: 50% of the sum return;
  - Cancellation more than 4 weeks van in advance: 75% of the sum return.
- Schaatstraining advies & begeleiding is entitled to cancel a clinic or training week due to too few participants.
- Cancellation a clinic or training week by Schaatstraining advies & begeleiding (for example too few participants), the participants will receive the total sum back immediately after cancellation.

#### Article 9- Applicable law

To all agreements between *Schaatstraining advies & begeleiding* and another party the Dutch law is applicable. All disputes arising out of or related to agreements between *Schaatstraining advies & begeleiding* and another party to which these conditions apply and are not within the competence of the sub district court, will initially be settled by the courts in the place of *Schaatstraining advies & begeleiding*. This cause shall affect the jurisdiction of *Schaatstraining advies & begeleiding* bringing the proceedings in the court that according to the normal competency rules is competent.