

Terms and Conditions Webshop Sportcentrum Olympos

Article 1 – Identity

Sportcentrum Olympos is managed and exploited by Utrechtse Studenten Sportstichting Mesa Cosa.

Business Address: Sportcentrum Olympos, Uppsalalaan 3, 3584 CT, Utrecht
Telephone: +31 30 253 4471
Email: info@olympos.nl
VAT Registration No.: 009212048B01
Company Registration No.: 41184528

Article 2 – Definitions

The following definitions are used in these General Terms and Conditions:

1. Seller: a natural or legal person who provides distance selling of products and/or services to Buyers;
2. Buyer: a natural person who enters into a distance contract with the Seller while not acting in the exercise of a profession or business;
3. Distance contract: an agreement within the framework of a system for the distance selling of products and/or services set up by the Seller, under which one or more techniques for remote communication are used exclusively, until and after the conclusion of the contract;
4. Technique for remote communication: a means that can be used to conclude agreements without the Buyer and Seller actually meeting;
5. OlymPas: the subscription issued to the Buyer upon conclusion of a contract other than for a Sports Club Subscription.
6. Sports Club Subscription: the subscription issued to the Buyer upon conclusion of a contract other than for an OlymPas.
7. Direct debit: a payment method whereby, having opted for payment in instalments, the Buyer authorises the Seller to collect the amounts due from the IBAN provided by the Buyer.
8. Date of collection: the date on which the Seller collects the amount owed by the Buyer from the IBAN provided by the Buyer.
9. My Olympos account: the Buyer's personal digital account on the Seller's website, where the Buyer can view the personal data, subscriptions, products and services, and manage some or all of these.
10. Cooling-off period: period during which the Buyer has the right to withdraw from the distance contract;
11. Right of withdrawal: the Buyer's right to withdraw from the distance contract within the cooling-off period;
12. Day: calendar day;
13. Permanent data carrier: any means which enables the Buyer or the Seller to store data directed to them personally and also allows for future consultation and unaltered reproduction of the stored data.

Article 3 – Applicability

1. These General Terms and Conditions apply to any offer made by the Seller as well as to any distance contract concluded between the Seller and the Buyer.
2. Before concluding a distance contract, the text of these General Terms and Conditions shall be made available to the Buyer.
3. If, in addition to these General Terms and Conditions, specific product or service conditions apply, the second paragraph shall apply accordingly. In the event of conflicting (general) conditions, the Buyer shall be entitled to rely on the applicable provision most favourable to him/her.

Article 4 – Description of subscriptions, products and/or services

1. If the offer of a subscription, product or service is subject to specific conditions or time constraints, these will be stated explicitly in the offer.
2. The products and/or services shall comprise complete and accurate descriptions. The descriptions shall be sufficiently detailed to enable the Buyer to make an informed decision about the offer. If the Seller makes use of illustrations, these shall provide faithful representations of the products and/or services on offer. Any apparent errors or mistakes shall have no binding effect on the Seller.
3. The products and/or services shall be furnished with such information as is required for the Buyer to thoroughly understand his/her rights and obligations when purchasing a product or service. This specifically refers to:
 - a. The price inclusive of VAT;
 - b. The right of withdrawal;
 - c. The method of payment and the execution of the contract.
 - d. The manner in which the Buyer grants the Seller authorisation for direct debit and the timing of the debit.
4. Up-to-date information about the Seller's products and services can be found on the Seller's website: www.olympos.nl.

Article 5 – Contract

1. Subject to the stipulations in paragraph 4 of this Article, the contract shall take effect from the moment the Buyer accepts the offer and has met the terms and conditions.
2. Upon the Buyer's electronic acceptance of the offer, the Seller shall electronically confirm this at once. The Buyer retains the right to dissolve the contract until he/she receives confirmation of his/her acceptance of the offer.
3. Upon the electronic conclusion of the contract, the Seller shall take appropriate technical and organisational measures to secure the electronic data transfer and provide a secure web environment. If the Buyer is given the option to pay electronically, the Seller shall take appropriate security measures thereto.
4. Within the legal framework, the Seller has the right to gather information about the Buyer's ability to fulfil his/her payment obligations, as well as to collect all facts and factors relevant to concluding a distance contract responsibly. If, based on this research, the Seller has furnished sound reasons to refrain from concluding the agreement, he/she is entitled to a reasoned refusal to accept an order or request, or to attach specific conditions to the execution of the contract.
5. The Seller shall provide the Buyer with the following product or service information in writing or in such a way that the Buyer can store the information on a permanent data carrier for easy access:
 - a. The visiting address of the Seller's business establishment, thus allowing the Buyer to lodge a complaint (if any);
 - b. The conditions under which, and the manner in which, the Buyer may exercise his/her right of withdrawal, or a clear statement regarding the Buyer's exclusion from the right of withdrawal;
 - c. The information referred to in Article 4, paragraph 3 of these Terms and Conditions, unless the Seller provided the Buyer with this information prior to the execution of the contract.
 - d. In the case of a subscription, following the conclusion of the contract, the Seller shall confirm in writing or electronically on a durable medium at least the type of subscription, the start date, the term, the price, the method of payment and, where applicable, the date of direct debit.

Article 6 – Right of withdrawal

1. During the reflection period of a minimum of 14 days, the Buyer can withdraw from the agreement without being fined or having to give a reason for doing so, taking into account what has been determined in sub article 3 and 4 of this article. This so-called reflection

period starts from the day after the Buyer, or any third party previously assigned by the Buyer, has received the product. In case of services, the reflection period ends 14 days after the day the Buyer has ordered the specific service.

2. In order to execute their right of withdrawal, the Buyer will have to inform the Seller in writing of their intention to withdraw from the agreement.
3. If the Buyer has already paid a certain amount for the product or service, the Seller will reimburse this amount as soon as possible, but no later than within 30 days of the withdrawal. Condition for the reimbursement is: the amount paid by the Buyer has to be € 50,00 or more. If the amount paid by the Buyer is less than € 50,00, the Buyer is not entitled to reimbursement of the amount.
4. If the Buyer is using the right of withdrawal and the amount paid by the Buyer is € 50,00 or more and the Buyer has used one or more services of the Seller within the reflection period, then the Buyer owes the Seller a fee in the amount of an OlymPas Three Days Subscription for every three consecutive dates of the service(-s) used; the fee will not exceed the amount paid by the Buyer. The Seller will settle this fee with the amount to be reimbursed to the Buyer.

Article 7 – Price

1. The prices quoted in the description of subscriptions, products or services include VAT, unless expressly stated otherwise.
2. If payment in instalments has been chosen for an OlymPas subscription for a year, the monthly price agreed at the time the contract was entered into shall apply for the duration of the twelve months, subject to price changes resulting from statutory regulations or provisions, such as a change in the VAT rate.
3. Any price increase within three months after the conclusion of the contract shall be permitted only if this is the result of legal arrangements or provisions.
4. Any price increase arising later than three months after the conclusion of the contract shall be permitted only if the Seller stipulated this prior to the conclusion of the contract and if either:
 - a. The price increase is the result of legal arrangements or provisions, or if
 - b. The Buyer is given the option to terminate the contract on the date of the actual price increase at the latest.

Article 8 - OlymPas

1. The Buyer can purchase both the annual and the monthly OlymPas subscription and the OlymPas Three Days Subscription from the Seller's Service Desk or online via the Seller's website, unless it is stated otherwise in the description of subscriptions.
2. If the Buyer opts for a physical pass, after purchasing an OlymPas online, the Buyer should purchase it at the Seller's Service Desk. A physical pass is not compulsory, as the Buyer automatically receives a digital pass upon completion of the contract. The rate of the physical pass can be obtained from the Seller's Service Desk (030 253 44 71).
3. The OlymPas can be purchased at any time during the year and is valid from the day of purchase unless agreed differently prior to the concluding of the contract.
4. The term of the OlymPas ends by operation of law on the last day of the agreed term. The OlymPas is valid during the agreed term only. The OlymPas cannot be cancelled before the end of this term.
5. The Seller applies various rate categories: A, B and C. On the Seller's website (www.olympos.nl), the Buyer can check the rate categories to find out which rate category applies.
6. The Buyer must provide proof of entitlement to the discounts in rate categories A and B. The Buyer must inform the Seller immediately by email of any changes that may affect this entitlement.
7. Upon renewal of the contract, the Seller may ask the Buyer to provide further evidence in order to remain eligible for a discount category.

8. The Seller retains the right to at any time ask the Buyer to provide proof of entitlement to the specific rate category, which information the contract is based on. Up-to-date information about the documents that may be required to demonstrate entitlement can be found on the Seller's website (www.olympos.nl).
9. If the Buyer fails to provide proof of entitlement within 14 days of the Seller's request, the discount will be cancelled immediately, and rate category C will be applied.
10. The OlymPas cannot be transferred to third parties.

Article 9 - Sports Club Subscription

1. The Seller applies various rate categories: A, B and C. On the Seller's website (www.olympos.nl), the Buyer can check the rate categories to find out which rate category applies.
2. If rate category B or C applies to the Buyer on the first day of the agreed term of the contract, the Buyer will be entitled to a Sports Club Subscription.
3. The Sports Club Subscription is available in three forms:
 - a. Sports Club Subscription Full Season (1 August - 31 July)
 - b. Sports Club Subscription First Half Season (1 August - 31 January)
 - c. Sports Club Subscription Second Half Season (1 February - 31 July)
4. The Buyer can purchase the Sports Club Subscription Full Season from the Seller's Service Desk or online via the Seller's website.
5. The Sports Club Subscriptions for First Half Season and Second Half Season can only be purchased from the Seller's Service Desk.
6. The Sports Club Subscription Full Season can be purchased at any time during the year and is valid for a fixed period from 1 August – 31 July.
7. The Sports Club Subscription First Half Season can be purchased from 1 August – 31 January and is valid for a fixed period from 1 August – 31 January.
8. The Sports Club Subscription Second Half Season can be purchased from 1 February – 31 July and is valid for a fixed period from 1 February– 31 July.
9. The term of the Sports Club Subscription ends by operation of law on the last day of the agreed term. The Sports Club Subscription is valid during the agreed term only. The Sports Club Subscription cannot be cancelled before the end of this term.
10. The Buyer must provide proof of entitlement to the discount in rate category B. The Buyer must inform the Seller immediately by email of any changes that may affect this entitlement.
11. Upon renewal of the contract, the Seller may ask the Buyer to provide further evidence in order to remain eligible for a discount category.
12. The Seller retains the right to at any time ask the Buyer to provide proof of entitlement to the specific rate category, which information the contract is based on. Up-to-date information about the documents that may be required to demonstrate entitlement can be found on the Seller's website (www.olympos.nl).
13. If the Buyer fails to provide proof of entitlement within 14 days of the Seller's request, the discount will be cancelled immediately, and rate category C will be applied.
14. The Sports Club Subscription cannot be transferred to third parties.

Article 10 – Conformity and guarantee

1. The Seller guarantees that the products and/or services comply with the stipulations of the contract, the specifications listed in the offer, the reasonable requirements of reliability and/or usefulness, and the legal stipulations and/or government regulations effective on the date of the conclusion of the contract.
2. Any guarantee scheme provided by the Seller, the manufacturer or the importer shall not affect the rights and claims the Buyer has by virtue of the law and/or the distance contract regarding any shortcomings by the Seller in the fulfilment of his/her obligations toward the Buyer.

Article 11 – Execution

1. The Seller shall exercise the utmost diligence in assessing requests regarding the provision of as well as in executing the services.

Article 12 – Payment

1. If an advance payment has been agreed upon, the Buyer cannot claim the execution of the service(s) in question, until after the stipulated payment has been made.
2. The Buyer shall notify the Seller by email at once of any inaccuracies in the payment details provided or stated.
3. The online order of the OlymPas or the Sports Club Subscription or the provided products and services via the Seller's website will be processed upon payment via iDEAL/Wero or credit card. The Buyer shall pay the amounts due in the manner specified in the offer and during the ordering process.
4. Payment for the OlymPas, the Sports Club Subscription or the products and services offered via the Seller's Service Desk can be made by debit or credit card, or in cash.
5. With regard to the provisions of Articles 12.3 and 12.4, in the case of the purchase of an OlymPas annual subscription via the Seller's website, the Buyer has the option of paying in instalments by means of monthly direct debit, rather than paying the full amount all at once. The option of paying in instalments by means of monthly direct debit is not available via the Seller's Service Desk.
6. If the Buyer opts for payment in instalments by direct debit, the Buyer grants the Seller a standing SEPA direct debit authorisation to collect the amounts due from the IBAN of the Buyer. This SEPA direct debit authorisation is established by means of an online payment of €0.01, for which the Buyer must agree to these Terms and Conditions.
7. The Buyer guarantees that the payment details provided are correct and that he or she is authorised to issue the direct debit authorisation. The Buyer shall notify the Seller immediately by email of any changes or inaccuracies in the payment details.
8. If a direct debit fails or is reversed, the Buyer remains liable for the amount due. The Seller may request that the Buyer pays the amount within a reasonable period.
9. In the event of non-payment, the Seller may, following prior warning, temporarily suspend the Buyer's access to products, services and facilities until payment has been made. This does not affect the Buyer's obligation to pay.
10. If the Buyer fails to pay after receiving a reminder, the Seller may charge statutory interest and extrajudicial collection costs to the extent permitted by law.
11. In the event of cancellation of paid items by the Seller, the relevant amount will be transferred to the Buyer's bank account within four weeks.

Article 13 - Liability

1. The Buyer is and remains responsible for the assessment of their condition and health in view of the participation in the products and services. By accepting these General Terms and Conditions, the Buyer declares to be mentally and physically capable to participate in all the products and services that the Sellers, based on the contract, is offering the Buyer.
2. The Seller is not liable for any damage caused by, related to or resulting from:
 - The Buyer's insufficient condition and/or health;
 - The Buyer's wrongful assessment of their capacities;
 - The Buyer's wilful disregard of instructions.
3. If the Buyer is mentally or physically incapable to participate in the products or services that the Seller, based on the contract, is offering the Buyer, the Buyer must inform the Seller thereof. This information will be registered in the Seller's subscription administration.
4. By accepting these General Terms and Conditions, the Buyer declares to have truthfully entered their personal details. Should the Seller establish that the Buyer has provided

wrongful information, the Seller has the right to charge the Buyer with any additional costs that the Buyer, based on the actual information, should have been responsible for.

5. The Seller is not liable for any damage or consequential damage caused by loss or theft of clothes or other possessions.

Article 14 – Force Majeure

1. Force majeure is understood to mean any circumstance, independent of the will of the Seller, that prevents or delays compliance with the (relevant part of the) obligations towards the Buyer or causes compliance to become uneconomical, as a result of which the Seller's compliance with the obligations in all fairness can no longer be required.
2. The Seller is not liable to compensation or restitution if non-compliance (failure) with the agreement with the Buyer cannot be blamed on the Seller and if the non-compliance with the agreement with the Buyer is neither by law, any legal act or generally accepted standards to be considered the responsibility of the Seller.
3. If the Seller, as a result of a non-imputable failure (force majeure), cannot meet the obligations to the Buyer, the obligations will be suspended for the term of the force majeure.

Article 15 – Complaints procedure

1. In the event of a complaint about the execution of the contract, the Buyer shall provide the Seller with a complete and detailed description of the grievance immediately after establishing the complaint in questions.
2. The Seller shall address the complaint within 14 days after being notified. If a complaint is expected to require a longer processing time, the Seller shall inform the Buyer within 14 days that the complaint has been received and give an estimate of the time it will take to provide the Buyer with a more comprehensive response.

Article 16 – Miscellaneous

1. By accepting the contract offered by the Seller, the Buyer declares to have read the Seller's rules of use and/or code of conduct as drawn up by the Seller and made available by download (www.olympos.nl). The Buyer also declares to abide by the Seller's rules of use and/or code of conduct for the term of the contract. Should the Buyer not abide by the rules of use and/or code of conduct, the Seller, without prior consultation, is entitled to impose sanctions on the Buyer, such as the (temporary) termination of the contract.
2. Upon concluding their contract, Buyers can have a physical pass with chip manufactured for a fee at the business establishment and pick it up directly. A physical pass is not mandatory, as the Buyer has a digital pass after entering into the agreement with the Seller. The rate of the physical pass can be obtained from the Seller's Service Desk (030 253 44 71). The pass will remain the property of the Seller at all times.
3. The subscription pass (digital or physical) must be shown as evidence of a valid contract between the Buyer and the Seller, if so required.
4. To take part in the offer of products and services, the Buyer must be at least 16 years old.
5. Buyers who have less than six months of fitness experience are advised to follow a personal introductory fitness with the Seller before making use of the fitness facilities. The Seller shall offer the introductory fitness free of charge in order to instruct the prospective Buyer on how to use the fitness facilities responsibly.
6. Buyers who have more than six months of fitness experience don't have to follow an introductory fitness before making use of the fitness facilities.
7. If the Buyer as referred to in Article 15, paragraph 5, purchases an OlymPas without having attended the personal introductory fitness first, he/she shall not be allowed to use the fitness facilities until the moment he/she has actually attended this personal introductory. The Buyer has no right to alter the validity period of the contract.

8. If a Buyer is inexperienced in participating in strength sports, they are advised to attend a Strength workout for beginners course as offered by the Seller before they can make use of the strength sports gym. A fee applies to the Strength workout for beginners course.
9. Buyers, who, during opening hours, wish to make use of the climbing wall independently, must at least hold the NKBV Indoor Lead Climbing (IV) proficiency certificate.
10. Buyers who do not hold the NKBV Indoor Lead Climbing (IV) proficiency certificate but do have the NKBV Indoor Top Rope (IT) climbing proficiency certificate can only make independent use of the climbing wall when the tope rope material has been prepared for use. For the specific top rope climbing hours, please check the Seller's website at www.olympos.nl.
11. If a Buyer concludes a contract for an OlymPas and does not hold the required climbing certificate, the Buyer shall not be allowed to make use of the climbing wall until the moment he/she is indeed in possession of the required climbing certificate. The Buyer has no right to alter the validity period of the contract.
12. If the Buyer, without (or no longer with) a valid contract for an OlymPas, makes use of the Seller's facilities without prior permission from the Seller, they risk a financial sanction in conformity with the Seller's Subscription Checks Protocol. This protocol is available by download (www.olympos.nl).
13. Buyers with a valid contract for an OlymPas are not allowed to use the Seller's accommodation to provide instruction or rent it out to third parties without the Seller's prior written permission.
14. The Seller has deposited these Terms and Conditions with the Chamber of Commerce (Kamer van Koophandel).

Article 17 – Processing the Buyer's personal data

1. The Seller will make an effort to comply with all relevant legislation and regulations with respect to the processing of the Buyer's personal data. The Seller will only process those data that are relevant to the execution of the agreement.
2. It is up to the Buyer to provide the Seller with no personal data other than those that are crucial to the execution of the agreement with the Seller.
3. Where the Buyer pays by direct debit, the Seller shall also process payment and direct debit details, including the IBAN, account holder's name, authorisation details, direct debit dates and payment status, to the extent that this is necessary for the performance of the contract, for administrative purposes and to comply with statutory retention obligations.
4. From the moment of submission of the required data until the moment that they are returned or destroyed, the Seller will be responsible for the personal data that they have been provided with.
5. The Seller will take appropriate technical and organisational measures to secure and keep secured the personal data against loss or any form of negligence, incompetence or unauthorised use.
6. The Seller will only share the data with their employees if this is required for the proper execution of the agreement with the Buyer, in particular with regard to the obligations ensuing from the Sports Club Subscription or the OlymPas. The Seller's employees must comply with the privacy stipulations in their employment contract. The Seller will ensure that their employees comply with the privacy regulations regarding the processing of personal data.
7. The Seller will share no personal data with third parties, unless the personal data must be shared in order to allow for the execution of the services agreed with the Buyer. When applicable, the Seller will lay down the privacy stipulations in the contracts with third parties in order to secure the personal data of the Buyer and prevent loss of personal data and unauthorised consultation.
8. The Buyer will store the Buyer's personal data in a secure data centre within the European Economic Area (EEA).

9. Based on the privacy legislation, the Buyer has the following rights:
- The right of access to the personal data;
 - The right to rectification;
 - The right to erasure;
 - The right to data portability;
 - The right to information.
- The Buyer can assert these rights by sending an e-mail to ussmesacosa@olympos.nl, upon which they will receive an answer within four weeks.
10. Personal details including specific personal details, which the Buyer has entrusted the Seller with within the framework of the execution of the assignment or the subscription, will be returned to the Buyer or be destroyed, at the discretion of the Buyer, upon the expiry of the legal retention period once the Buyer's subscription will have terminated or in case they did not meet the conditions of the Sports Club Subscription or the OlymPas.
11. If, despite the Seller's diligence, a data leak occurs at the Seller's business or at a third party brought in by the Seller, the Seller will only be held responsible if the data leak was caused by the Seller not having in order the security of their systems. Furthermore, the Seller will only be held responsible for the immediate damage caused by the data leak and not for any consequential damages. The Seller's responsibility will further be limited, in first instance, to the amount the Buyer paid in subscription fees during the three months prior to the data leak occurring and, in second instance, to the actual amount covered by the Seller's liability insurer.
12. Should the Buyer observe a data leak in the Seller's systems, they are requested to notify the Seller immediately by sending an e-mail to ussmesacosa@olympos.nl.

Article 18 - Amendment to the terms and conditions and transitional provision

1. The Seller may amend these general terms and conditions for future contracts.
2. In the case of existing contracts, amended general terms and conditions shall apply only if this is permitted by law, if the Buyer consents to them, or if the Seller has lawfully reserved this right and the amendment is not unreasonably onerous.
3. The Seller shall inform the Buyer in good time and on a durable medium of any amendment to these general terms and conditions, the date on which it takes effect and the consequences for the contract.

Article 19 – Applicable legislation

These stipulations pertain to any agreements entered into by the Seller and the Buyer, which fall under Dutch legislation only.