

#### 1 Definitions

- 1.1 ACLO: Academische Centrale voor Lichamelijke Opvoeding, umbrella student sports foundation, exclusively managed by students, for students of the University of Groningen (RUG) and Hanze University of Applied Sciences Groningen (HG).
- 1.2 RUG and HG Sports Center: facilities organization responsible for planning, personnel, management and operation of the accommodation and materials.
- 1.3 Participant: athlete who uses the sports facilities made available by the ACLO. An unaffiliated participant is not a member of an affiliated association. A tied participant is a member of an affiliated association.

# 2 Sports license

- 2.1 To be able to participate in the sports program of the ACLO, a participant must be in possession of a valid sports certificate. By paying the sports subscription, every participant agrees to these general terms and conditions.
- 2.2 An ACLO sports card is valid from:
- Annual subscription: Start KEI week until August 31 (subsequent year);
- 1st Semester subscription: Start KEI week until February 1;
- 2nd Semester subscription & Prolonged subscription: February 1 to August 31;
- Summer subscription: May 1 to August 31.
- 2.3 The participant is obliged to be able to demonstrate that he is in possession of a valid sports certificate at the request of the inspector or desk employee.
- 2.4 As long as a participant fails to show a valid sports certificate, the inspector or counter employee can deny the participant the use of the facilities made available by the foundation.
- 2.5 If a participant cannot show a sports certificate before or after using the facilities of the foundation and cannot prove that he has purchased one, the participant is obliged to purchase a sports certificate within the sports certificate policy of the foundation, including a fine of  $\in$  10,-. If the participant does not wish to purchase a sports card, the participant must pay a fine of  $\in$ 20. This can be done through a payment to the treasurer of the foundation or through a pin transaction at the counter.
- 2.6 A sports certificate is personal and therefore not transferable. If a participant has transferred the sports certificate to another person, 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 again have 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 internal regulations may be taken.
- 2.8 Outstanding fines must be paid at all times.
- 2.9 An unattached participant can be reimbursed for the costs of the sports card 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 tied participant can be reimbursed for the costs of a sports card 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 after the start of the sale of the sports card. Then the participant will be removed from the membership list of the relevant association.
- 2.11 A participant who has purchased a sports card 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 no use has been made of the sports card.
- 2.12 All sports permits, and their durations, can be found at www.aclosport.nl/tarieven/. A sports certificate is not automatically renewed if it has expired.



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

# 3 Accommodation

- 3.1 Anyone who enters the accommodations of the ACLO automatically and unconditionally submits to the provisions of these general terms and conditions.
- 3.2 Changing rooms in the Sports Center will be closed thirty minutes after the end of the last part of the programme.
- 3.3 There is a smoking ban in the Sports Center and on the entire Zernike Campus.
- 3.4 It is not permitted to enter the indoor accommodations on shoes with studs, strips or spikes. Entering the sports halls is only permitted on clean sports shoes that do not leave stripes and are not worn outside.
- 3.5 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 harms the interests of the foundation or that causes damage to the foundation or for one or more persons who benefit from the accommodations, materials, reductions, subsidies or instructors, exploited by it or use the material 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 permitted to reserve a hall, squash, tennis or padel court, or a beach field for two consecutive hours. If this does happen, the second reservation will be removed from the system.
- 4.3 An unattached participant must always register before using the sports facilities offered by the ACLO by scanning a QR code.
- 4.4 If a participant is absent or does not report to a reservation, this will lead to a note, which will be made known by means of a written warning. After three entries within one 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 immediately cancel the block 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 Executive Board of the ACLO has determined and communicated otherwise.
- 4.7 It is not permitted to bring athletes without a valid sports license with a reservation and to allow them to use the facilities made available by the foundation.
- 4.8 It is not allowed to climb, spin or pole dance individually.

#### 5 Courses

**ACLO Sportcentrum RUG & HG** 

- 5.1 Participation in courses takes place via a registration and lottery system and confirmation by the participant in the ACLO app or ACLO website. An additional personal contribution may be requested for 'special' courses.
- 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 canceled will be left outside the 80% rule. A block can be lifted after payment of €10.
- 5.4 Outstanding fines must be paid at all times.

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5.5 If there is an injury or other health reasons, a blocking of the sports card 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 gym in the Sports Center during weekends and university holidays.
- 6.2 A participant must enter and leave the fitness room with a valid fitness certificate.
- 6.3 A participant must comply with the house rules of the fitness room. The house rules are visible at the entrance of the gym, as well as on the ACLO website.
- 6.4 Access to the fitness can be denied if the house rules are not observed.

# 7 Climbing wall

- 7.1 To be allowed to climb the climbing wall of the Sports Center as a participant, the participant must be in possession of a wall map of 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 course in climbing. 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 wall map of the G.S.A.C. a participant can use 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 is not in possession of a G.S.A.C. wall map or climbing proficiency certificate from the KNBV, but can climb and belay safely, a participant can use the climbing wall during open hours. The participant must have this assessed by the lecturer 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 ACLO website.
- 7.6 Access to the climbing wall can be denied if the house rules are not observed.

# 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 can be denied if the house rules are not observed.

# 9 Complaints

- 9.1 If an association, person or body is not satisfied with the policy of the foundation, an official complaint can be submitted to the Executive Board of the ACLO through the complaints registration on the website: http://www.aclosport.nl/contact/klachtenregistratie/.
- 9.2 The relevant association, person or body will receive an acknowledgment of receipt within three working days of receipt of the complaint. stated under whose responsibility the complaint will be handled and within what period a response may be expected.
- 9.3 The complaint will be handled within fourteen days. If the complaint has not been dealt with within the communicated term, the association, person or body will be notified in good time and a new term will be agreed.
- 9.4 A complaint is considered to have been settled if the association, person or body in question has received a written answer in which the Executive Board of the ACLO is

# General Terms and Conditions - ACLO



convinced that it has made every effort in reasonableness and fairness and in line with the seriousness of the complaint. to handle the complaint properly.

- 9.5 If the association, person or body in question is dissatisfied after the handling of the complaint 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, there is no possibility of appeal.

### 10 Liability

- 10.1 Practicing sports can entail risks. Following an activity of the ACLO or the Sports Center is entirely at the participant's own risk.
- 10.2 If damage/destruction is caused to buildings and/or sports equipment, the perpetrator will be held liable for this damage/destruction. Theft is always reported to the police.

# 11 Privacy

- 11.1 The ACLO treats all personal data as stipulated in the General Data Protection Regulation Act.
- 11.2 The privacy policy is described in a privacy statement. This can be found at: https://www.aclosport.nl/over-aclo/documenten/.

#### 12 Changes

- 12.1 The ACLO reserves the right to change these general terms and conditions at all times.
- 12.2 If the general terms and conditions are changed, all participants will be informed of this change.