



General terms and conditions Leiden University Sport Centre

Article 1 Definitions

USC Leiden:	The University Sports Centre of the legal entity Leiden University, located in Leiden, which concludes the Agreement with the Customer regarding a Sports Activity or Sports Programme in the facilities of the University Sports Centre in Leiden and The Hague, respectively.
Locations:	The USC locations in Leiden (2) and The Hague (1);
Customer:	A natural person of at least 16 years of age who is not acting in the capacity of practicing a profession or operating a business and who has entered into an Agreement with USC Leiden;
Subscription:	The agreement between USC Leiden and the Customer which, upon payment of the applicable membership fee, grants the Customer access to the Locations and participation in or the use of the Sports Programme.
Course:	The agreement between USC Leiden and the Customer relating to a sports course for which registration is mandatory and which may be subject to an (additional) fee;
Agreement:	The Subscription or Course;
Sports Activity:	A sports lesson, sports training, or sports instruction conducted on the basis of a Subscription or Course.
Fee:	The (periodic) fee payable by the Customer to USC Leiden pursuant to a Subscription and/or Course.

Article 2 Applicability

These general terms and conditions apply to the establishment and execution of all Agreements.

Article 3 Offer

1. USC Leiden's offer of Sports Activities is made in writing or electronically and is effective for a period specified by USC Leiden. The offer may be modified by USC Leiden in the interim and without notice.
2. The offer encompasses at least:
 - a. the Sports Activities and supervision that can be made use of;
 - b. the days and times when the Sport Activities can be made use of;
 - c. the Fee associated with the Agreement and the consequences for the fee in the event of earlier termination of the Agreement on the grounds of Article 5 or Article 7. The offer clearly shows whether the Fee is periodic or of a one-off nature;
 - d. the moment at which the Fee may be increased annually by USC Leiden pursuant to Article 6;
 - e. the method of payment and the deadline for payment;
 - f. the period of the Agreement, its length of validity and the notice period;
 - g. the house rules.



3. With the offer of Sports Activities, the opportunity is provided to read these general terms and conditions (digitally) and save them (digitally).

Article 4 Agreement

1. The Agreement comes into effect once the customer accepts the offer of USC Leiden.
2. The Agreement is strictly personal and non-transferable.

Article 5 Reflection period and revocation

1. If the Customer has concluded the Agreement remotely (via the USC Leiden website) and therefore not at one of USC Leiden's receptions, a reflection period of fourteen calendar days applies. During this period, the Customer has the opportunity to revoke the Agreement free of charge. If the Customer, at their own request, makes use of USC Leiden's Sports Activities during the reflection period and subsequently exercises their right of revocation, they will be liable to pay proportional costs for the period during which they made use of the Sports Activities.
2. If the Customer has concluded the Agreement at one of USC Leiden's receptions, a reflection period of one week applies. During this period, the Customer has the opportunity to revoke the Agreement free of charge. This right of revocation ends if the Customer makes use of the Sporting Activities during this period.
3. Revocation requests must be made in writing and addressed to:
sportcentrum@usc.leidenuniv.nl.

Article 6 Fees and changes to fees

1. The Customer shall pay the Fee as specified in the Agreement.
2. If a Customer believes that they qualify for a reduced fee, they must demonstrate that they meet all the conditions applicable to that fee. If at any time a Customer ceases to meet the conditions for their reduced fee, they must notify USC Leiden right away.
3. Payment must always be made in advance.
4. Payment can only be made electronically.
5. Fee amounts can be found on the USC Leiden website. During promotions, different tariffs or durations may be offered. These promotional tariffs and durations do not apply to Agreements that have already been concluded.
6. USC Leiden will announce any Fee increases two weeks in advance on the USC Leiden website and will also notify the Customer via the email address provided to USC Leiden by the Customer.

Article 7 Duration and termination

1. The Agreement is entered into for the duration as specified in the Agreement.
2. If the Customer is unable to make use of the Sports Programme and Sports Activities for a period longer than one month due to a demonstrable medical reason, the contract period shall be extended by the length of that period without an additional Fee being charged for the extension. The following rules apply:
 - a. the Customer must send a written request for suspension of their (subscription) period to the management of USC Leiden via: sportcentrum@usc.leidenuniv.nl;
 - b. a certificate from the attending physician or physiotherapist must be included with the request;
 - c. the request must be made during the (subscription) period for which suspension is requested;



- d. if a request for suspension relates (partially) to an expired subscription period, USC Leiden does not have to honour the suspension request to the extent that it relates to the subscription period that has already expired;
 - e. the Customer will be informed within two weeks of receipt of the suspension request whether the request can be granted. If a request is not granted, the reason(s) for the decision will be provided.
3. USC Leiden may terminate the Agreement with immediate effect if:
- a. USC Leiden believes that participation in sports activities may have a negative impact on the health of the Customer. In this case, any remaining Fee will be refunded to the Customer after deduction of any costs demonstrably incurred by USC Leiden;
 - b. the Customer violates and/or misuses one or more provisions of these general terms and conditions or the house rules as published on the USC Leiden website, except in cases when early termination is not justified. In such cases, any remaining Fee will not be refunded to the Customer; or
 - c. the Customer has behaved unlawfully towards (employees of) USC Leiden and/or towards other Customers or visitors to USC Leiden. In such cases, any remaining Fee will not be refunded to the Customer.

The above-mentioned provisions regarding early termination are independent of any obligation on the part of the Customer to pay compensation for damages for which they are liable.

4. The Customer will remain registered with USC Leiden for one year after the expiry of the most recent Agreement. After one year, this registration expires and the Customer's personal data will be deleted, as stated in the USC Leiden privacy statement published on the USC Leiden website. Customers who wish to participate in Sporting Activities after this one-year period must register again and pay the associated fees.

Article 8 Obligations of USC

1. USC Leiden guarantees that the Sports Activities and services provided are in accordance with the Agreement.
2. USC Leiden shall carry out the required maintenance of USC Leiden's facilities.
3. USC Leiden guarantees that as far as can be reasonably expected, instructors and supervisors have sufficient knowledge.
4. USC Leiden shall ensure that sufficient first aid equipment is available at USC Leiden locations.

Article 9 Obligations of the Customer

1. The Customer shall comply with the instructions and house rules as provided by USC Leiden.
2. The Customer shall behave lawfully towards (employees of) USC Leiden and/or towards other Customers and visitors to USC Leiden.
3. The Customer must follow the instructions of (employees of) USC Leiden.
4. The Customer is not permitted to make use of Sports Activities, sports equipment or sports facilities with which they are not familiar. If the Customer is unfamiliar with any Sports Activities, sports equipment or sports facilities, they must notify USC Leiden so that USC Leiden can provide explanation.
5. The Customer is not permitted to make use of Sports Activities, sports equipment or sports facilities when under the influence of drink, drugs, medication or substances designated as doping.



6. The Customer is not permitted to smoke at the Locations of USC Leiden.
7. In the event of changes to their e-mail address or telephone number, the Customer will update this information in their online profile in a timely manner.
8. Customers are not permitted to use hard or soft drugs, as referred to in the Opium Act, at USC Leiden Locations.

Article 10 House rules, registration and cancellation rules, sanctions

1. The Customer must be familiar with and comply with USC Leiden's house rules, registration and cancellation rules, and general terms and conditions, as published on the USC Leiden website. If the Customer violates and/or misuses one or more provisions of the house rules, registration and cancellation rules, or general terms and conditions, USC Leiden is entitled - in addition to the right to terminate the Agreement with immediate effect as referred to in the fourth paragraph of Article 7 - to:
 - a. temporarily suspend the Agreement with the Customer and deny the Customer access to USC Leiden's locations; or
 - b. impose a monetary penalty on the Customer of € 2.50 per violation.
2. In all cases, USC Leiden may refuse or deny the Customer access to the Locations of USC Leiden at any time if the Customer's behaviour gives grounds to do so.

Article 11 Amendment clause

1. USC Leiden may make interim changes to its opening hours and facilities without prior notice.
2. USC Leiden reserves the right to make changes to its house rules and general terms and conditions on the basis of changing circumstances. Such changes will take effect from the moment they are published on the USC Leiden website

Article 12 Access and registration of attendance

1. Customers can gain access to USC Leiden by scanning a fingerprint or a QR Code generated in the USC Leiden app. The USC Leiden app is available via the Google App Store and the Apple Store.
2. Upon entering into an Agreement, the Customer can gain access to USC Leiden upon payment of the Fee due and presentation of a valid student card or letter of appointment. Upon entering USC Leiden, the Customer's visit is registered via the USC Leiden access control system. No access will be granted other than as described in the first paragraph.
3. USC Leiden registers the presence of Customers both by way of the access control gates and Customer registrations for Courses and Sport Activities.

Article 13 Liability

1. The use of sports materials, equipment and the following of (training) programmes, lessons or activities of any kind at USC Leiden is entirely at the Customer's own risk. The Customer is not insured via USC Leiden against the consequences of accidents. The Customer is strongly advised to take out third-party liability and accident insurance.
2. USC Leiden is liable towards the Customer for any damages resulting from an attributable failure of USC Leiden to fulfil its obligations under the Agreement.



3. USC Leiden is not liable for the damage, loss or theft of Customers' property, nor for any form of physical injury that may befall the Customer outside, in, or around USC Leiden Locations during or after lessons, training sessions, competitions and other activities, and during the use of facilities. In the unlikely event that USC Leiden is liable, such liability will never exceed the amount of the Fee paid to USC Leiden by the Customer during the calendar year in question.
4. The Customer is liable to USC Leiden for any damages resulting from an attributable failure to fulfil their obligations under the Agreement, and for damages that are at the expense or risk of the Customer.
5. The Customer participates in lessons, training sessions, courses and all other USC Leiden (sports) activities entirely at their own risk.
6. USC Leiden provides lockers. Use of lockers is at the Customer's own risk. Lockers are emptied daily after closing time. Clothing or other belongings left behind in lockers will be kept for a period of 90 days.

Article 14 Complaints procedures

1. USC Leiden has a complaints procedure that is published on the USC Leiden website. All complaints are handled in accordance with this procedure.
2. If a Customer submits a complaint about USC Leiden's facilities that is not in accordance with the complaints procedure, this may result in the Customer losing their rights in this respect.

Article 15 Force majeure

1. USC Leiden is not obliged to fulfil its obligations if it is prevented from doing so as a result of force majeure. In these general terms and conditions, force majeure is defined as any circumstances beyond the control of USC Leiden which permanently or temporarily prevent USC Leiden from performing its obligations, including (but not exclusively) war, danger of war, mobilisation, insurrection, state of siege, industrial action, natural disaster, pandemic or epidemic, government measures relating to pandemic or epidemic, accident or illness (of staff), power failure, IT problems, fire, water damage and smoke damage.
2. In the event of force majeure, compliance with the relevant obligations, and any related, obligations, shall be suspended in whole or in part for the duration of the force majeure, without USC Leiden being liable to pay any compensation in this respect.

Article 16 Final Provisions

1. By registering, the Customer declares that they have read and accepted these general terms and conditions and the house rules of USC Leiden and agree to act accordingly.
2. These general terms and conditions and the house rules of USC Leiden can be found on the USC Leiden website.
3. These general terms and conditions and all agreements entered into by or with USC Leiden are governed exclusively by Dutch law. All disputes arising out of or in connection with the Agreement shall be settled exclusively by the Court of The Hague.

These General Conditions come into effect as of 1 January 2024.