

GENERAL TERMS AND CONDITIONS OF LETH'S MUAY THAI GYM.

This document contains the terms and conditions that apply to your membership at Leth's Muay Thai Gym. By signing up as a member of our Gym, you are bound by the terms of each and every clause of this agreement.

- **Applicability and definitions**

- These general terms and conditions apply to all agreements between you and Leth's Muay Thai Gym, on the basis of which you can come and exercise at Leth's Muay Thai Gym. By subscribing to Leth's Muay Thai Gym, you agree to our terms and conditions.

- All persons associated with Leth's Muay Thai Gym can invoke these general terms and conditions. "Associated persons" are defined as: employees, partners and trainers of Leth's Muay Thai Gym.

- Leth's Muay Thai Gym preserves the right to (unilaterally) change these general terms and conditions. If that happens, Leth's Muay Thai Gym will notify its members if that occurs, so you can read the latest version. A substantial change to the general terms and conditions gives you the right to cancel the agreement in accordance with article C.

- **Definitions:**

- a. Leth's Muay Thai Gym: the user of these general terms and conditions: R. de Leth, residing in Amsterdam, registered with the Kamer van Koophandel (Chamber of Commerce) under KvK-number 66186080;
- b. Agreement: the agreement between Leth's Muay Thai Gym and the member;
- c. Member: the natural person who enters into an agreement with Leth's Muay Thai Gym;
- d. Training: the (personal) training session, group class or Muay Thai boxing class, which is given by or provided on behalf of Leth's Muay Thai Gym;
- e. Trainer: the natural person who provides training on behalf of Leth's Muay Thai Gym;
- f. Gym: the location where Leth's Muay Thai Gym offers training;
- g. (Eversports) app: the app managed by Leth's Muay Thai Gym that shows the timetable of classes of Leth's Muay Thai Gym.

- **Registration**

- You can register for a membership via the Eversports app and at Leth's Muay Thai Gym. We will send you a link to enter your personal data. Your registration is complete when you have accepted these terms and conditions.

- If you are younger than 18, you can only register with the consent of a parents or (legal) guardian.

- You are responsible for the accuracy of the personal data you provide us for the purpose of registration.

- Leth's Muay Thai Gym is free to decline an application or terminate a membership. A reason could be that Leth's Muay Thai Gym does not (longer) consider it responsible to exercise at Leth's Muay Thai Gym for health reasons.

- **Membership, modification and cancellation**

- The preferred membership is entered for at least signed duration of the contract. After duration of the contract, the membership is tacitly renewed for one month.

- During the contract you cannot change or cancel your membership. After you can change or cancel your membership monthly, by ever sports app or sending an email to info@lethsmuaythaigym.nl no later than 7 days before the end of the month with the desired change or cancellation. The requested change or cancellation will take effect on the starting date of the contract of the following month.

- Leth's Muay Thai Gym reserves the right to terminate your membership effective immediately if you misbehave during sports, for example by unsportsmanlike or dangerous behavior, using disproportionate force in sparring, verbal abuse or any other undesirable behavior that does not belong in the safe and sportive environment that Leth's Muay Thai Gym wants to offer its members. If Leth's Muay Thai Gym cancels the membership, no compensation is due.

- **Rates and payment**

- Through the Ever Sports app you choose for your desired membership and agree with the corresponding rate.

- When we adjust our prices, we will always ask you to agree. If you do not agree, you are free to cancel your membership in accordance with article 3.

- Payment of the membership fee takes place by means of Direct Debit (SEPA). You give us permission for this when you register.

- Memberships and tariffs offered are only for members that do not make their money in this line of work.

- **Risk and Liability**

- Leth's Muay Thai Gym cannot be obliged to compensate any damage which is a direct or indirect result of:

a. an event that is beyond his control and cannot be attributed to his actions and / or omissions,

b. an act or omission on the part of the member, such as not having adequate health or fitness, overestimation of own abilities and / or ignoring instructions of Leth's Muay Thai Gym.

- Leth's Muay Thai Gym is not liable for damages of any kind, if a member provided inaccurate and / or incomplete information regarding his / her person, including health disorders.

- Participation in activities and the use of (fitness) equipment is at your own risk. You are personally liable for all damage caused to yourself or third parties during training and / or during your stay in the gym. Leth's Muay Thai Gym is not liable for any injuries, or other physical- or mental injuries, caused during training, by following the advice or instructions given by Leth's Muay Thai Gym, or which arose as a result of the

use of (fitness) equipment from Leth's Muay Thai Gym. The costs resulting from an accident or injury sustained during training or while using (fitness) equipment are at your own expense and risk.

- You must always follow the directions and rules of conduct given by Leth's Muay Thai Gym. If you refuse this, you are responsible for any resulting damage.

- Leth's Muay Thai Gym is not liable for damage, loss or theft of your belongings on or near the terrain where the training takes place and / or in the gym.

- Leth's Muay Thai Gym accepts no liability for indirect or consequential damage, including lost profits and damage due to business interruption.

- If Leth's Muay Thai Gym is liable for any damage, then that liability is limited to the amount paid out by Leth's Muay Thai Gym insurer. If the insurer does not pay out or if the damage is not covered by the insurance, the liability of Leth's Muay Thai Gym is limited to € 500,-.

- **Personal data**

- Leth's Muay Thai Gym processes personal data for your membership. This is the information provided to us on the basis of our agreement (s), such as contact details and financial data.

- When your membership is terminated, your contact information (name, phone number, address and email address) will be saved in order to be able to maintain contact. By agreeing to these terms, you declare you agree.

- Leth's Muay Thai Gym reserves the right to send newsletters. An option to opt out is included in every newsletter.

- How Leth's Muay Thai Gym handles personal data, and what rights you have with regard to this data, is stated in the Leth's Muay Thai Gym Privacy Statement, which is published on the Leth's Muay Thai Gym website.

- **Applicable Law**

- Dutch law applies to the general terms and conditions and everything related thereto.

- Disputes with regard to these general terms and conditions and / or the agreement(s) between Leth's Muay Thai Gym and you and everything related to or ensuing therefrom, will be submitted to the competent court in Amsterdam.

- **Training and house rules**

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- By entering into an agreement with Leth's Muay Thai Gym you declare to be in good health and physically able to follow the classes. If in doubt, please consult a doctor first.

- Always follow the instructions of the trainer during the training.

- If you have any health complaints notify the trainer before the start of the training. You are responsible for stopping the training in case you feel pain, illness and / or disorder whenever continuing the training can be harmful to your health.

- It is not allowed to be under the influence of alcohol or drugs during training. If you misbehave or otherwise frustrate a class or individual training, Leth's Muay Thai Gym is authorized to stop the training or deny you access to the class.

- Unfortunately, transgressive behavior also takes place in the sports world. This is unacceptable and we must fight it together. Go to <https://www.vechtsportautoriteit.nl/vertrouwenszaken> for more information.