



CONDITIONS OF SALE

Registration in a club belonging to Stadium Sports & Leisure N.V. (hereinafter SS&L) implies acceptance of the terms and conditions of sale and the house rules (available at reception and via https://stadium.be/uploads/files/Doc/Internal_regulations.pdf) and which the customer acknowledges having read before signing the Wildcard or registering via the online registration form. This also means that you have been correctly informed of the various services, subscriptions and rates offered by SS&L. Any subsequent changes to the terms and conditions of sale and/or the internal regulations will be immediately enforceable against the Customer as soon as they are published on the website.

The minimum age for access to the Club is 18.

Access is granted either by fingerprint authentication or via reception.

1. Becoming a member

- a.** You can become a member of SS&L in the following ways:
- on the website, by completing the online registration form and making the relevant payment
 - at the club, by completing the registration and making the corresponding payment.
- b.** If you register via the website, you have the right to cancel your membership within 14 days of the date of registration, without having to justify your decision. If the 14th day falls on a weekend or a nationally recognised public holiday, the cooling-off period runs until the end of the next working day. This cooling-off period does not apply to club membership. If you decide to cancel your membership during the 14-day cooling-off period and the membership has not been used during this period, cancellation will be free of charge. If the membership has been used during this period, you will be charged €30,00 per visit.
- c.** A Membership and its rates are strictly personal and non-transmissible. The member can only book activities for his own usage.

2. Duration of membership

There are various forms of membership, details of which can be requested from the club reception. Details can be found on the front of the contract. It is not possible to change formulas at any time.

3. Prices and payment

- a.** All memberships have their own rates and conditions, which can be consulted on the contract or at the reception desk.
- b.** When you join SS&L, we ask you to pay a membership fee at the time of registration. This fee may vary depending on the type of membership and if there is a promotion. If you have cancelled your membership and wish to renew it, you will have to pay a new fee. For cash memberships, no fee is payable if they are renewed within one month of the expiry date.
- c.** All membership fees are due and payable in advance.
- d.** If you opt for a one-year contract with full prepayment, payment for the first year is made at the time of registration by online payment or at the reception desk.
- e.** If you opt for an agreement with monthly payment, the first payment is made by online payment or at the reception desk during the enlistment, any subsequent payments are due in advance by direct debit (SEPA) or recurring payment by credit card. Subsequent payments are always made within 7 days of the end of the paid period.
- f.** If you fail to meet your payment obligation, your access will be blocked until the payment obligation is met. If we are unable to collect your payment for any reason (e.g. cancellation, insufficient balance, etc.), we will re-propose the order to your bank.
- g.** The first payment reminders are sent by e-mail and are free of charge. They are sent no later than the subscription expiry date. From this date + 14 days, late payment interest is also due, equal to interest at the reference rate plus 8 percentage points as referred to in article 5, second paragraph, of the law of 2 August 2002 concerning the fight against late payment in commercial transactions. In addition, a fixed indemnity is payable, the amount of which is equal to :
- Debts of less than €150,00: maximum €20,00.
 - Debts between €150.01 and €500,00: maximum €30,00 plus 10% of the amount over €150,00.
 - Debts over €500.01: a maximum of €65.00 plus 5% of the amount over €500,00, up to a maximum of €2,000,00.
- If we are obliged to send you a payment reminder by post, the cost of this additional reminder will be €7.50 plus the postage costs applicable at the time of dispatch. In any event, you will still be liable for all contributions that should be paid under the tariff formula throughout the term of the agreement, plus any compensation and administrative costs charged. If the internal collection procedure is not followed, the case will be referred to our bailiff.
- h.** Once a year, we may increase our rates. If we make use of this right, it does not give the right to terminate the contract, unless the rate increase takes place within three months of the conclusion of the contract. Rate adjustments due to government measures can be implemented immediately, regardless of the amount, and do not give the right to cancel.
- i.** If you do not make use of the agreement, the Membership fee will not be refunded.
- j.** Any request for reimbursement of an unduly paid subscription must be submitted no later than one year after the date. After this time, no refund can be claimed.
- k.** An administrative fee of €10 will be charged for each request to modify the mandate for recurring payments. I. Members who require an invoice for their payment(s) must request this within 6 months of the end of the calendar year in which the payment was made.

4. Opening hours

- a.** Different opening hours may apply in certain circumstances. For example, in the event of disasters, holidays or force majeure.
- b.** We want to maintain our clubs well and sometimes we cannot avoid temporary or partial closure. This may be the case, for example, if we have to carry out work in a club or in the event of force majeure. In this case, you are not entitled to a refund of any sums paid.

5. Group classes

We are committed to ensuring that our courses are always up to date. This means that we regularly adapt the course content, the type of course and the timetable. Occasionally, a live group class may be cancelled. These adaptations or cancellations do not entitle you to a (partial) refund of your subscription.

6. Renewal - Suspension :

A fee of €10,00 will be charged for each suspension, the fee has to be paid before the last day of the suspension. To be valid, certificates must be presented within eight days. Retroactive certificates will not be accepted.

The holder of an "unlimited duration" membership may ask SS&L to suspend monthly payments for a minimum period of one week and a maximum period of six months.

- in the event of temporary physical incapacity which prevents him/her from taking part in at least two activities organised by the SS&L, to be justified by a medical certificate ;
- for a temporary stay abroad for professional reasons, on the basis of a certificate from the employer. The contract and payments will automatically resume at the end of the interruption.

Holders of "fixed duration" membership may ask SS&L to suspend monthly payments for a minimum period of one week and a maximum period of six months.

- in the event of temporary physical incapacity preventing him/her from taking part in at least two activities organised by the SS&L, supported by a medical certificate;
- for a temporary stay abroad for professional reasons, on the basis of a certificate from the employer.

The extension corresponds to the duration of the absence during the initial period of affiliation. The holder of a fixed duration membership is expressly reminded that this type of membership prohibits him/her from requesting partial reimbursement of his/her membership or cancelling the agreed payments, except in the event of serious misconduct or professional negligence on the part of the sports club. Membership with a one-year contract obliges the holder to pay for at least 12 consecutive months. In the event of closure of the club, SS&L reserves the right to postpone contracts and related payments for the duration of the closure. The holder of a fixed duration membership who continues to make the monthly payments is considered to be the holder of an "unlimited duration" membership.

7. Termination of membership

- a.** The terms and conditions for terminating the type of membership have been detailed in the membership document.
- b.** You may terminate your membership (from the first possible date following the agreement) in various ways. You can do so by registered letter or by e-mail, stating your surname, first name and wildcard number.
- c.** We want to create an environment in the clubs where everyone respects each other and where the rules are respected. If you do not respect the terms of the contract or the internal rules, or if you behave in an unacceptable manner, SS&L may refuse you access to the clubs and terminate your membership (immediately). The assessment of the situation is exclusively reserved for SS&L. Re-registration after such a refusal is a valid reason for refusing or terminating membership immediately.
- d.** The practice of sport in common is encouraged within SS&L. However, the giving of instructions and accompanying other athletes in our clubs is left exclusively to SS&L staff. If you offer personal coaching/training services, this may be a reason for us to terminate your membership.
- e.** If you allow another persons, whether a member or non-member, unlawful access to the club in any way, for example by passing through the entrance gate with them, SS&L may impose a fine of €100,00 for each offence and refuse access to the club. In the event of multiple offences, SS&L may terminate membership.

8. Risk and liability

- a.** Practising sport can involve risks. If you use our facilities, it is up to you to assess what you can bear. However, you always remain responsible for the way you train and the choices you make. Use of the facilities is at your own risk. If in doubt, we advise you to seek medical or specialist advice to determine the most appropriate and feasible way for you to exercise.
- b.** SS&L and its staff are not responsible for any material or immaterial damage resulting from an accident or injury sustained in our clubs and/or during the use of our equipment.
- c.** We advise you not to bring valuables into the clubs. SS&L always provides lockers but use them at your own risk. SS&L accepts no responsibility for damage, loss or theft of your belongings, either in the sports centre or in the car parks.

9. Personal data

By accepting these terms and conditions of sale, the Customer agrees to the use of an access control system based on his/her biometric data, in particular his/her fingerprint. Holders who do not wish to use access control based on biometric data may, on request, obtain an access card. SS&L and the Customer acknowledge that the processing and use of personal data under this contract is subject to the Belgian law of 8 December 1992 and, from 25 May 2018, to Regulation (EU) 2016/679. Further information relating to the processing of Customer data can be found in Appendix 1 to this condition of sale at https://www.stadium.be/uploads/files/Attachment1_conditionsofsales_PLCSippelberg.pdf and at reception. All personal data may be stored in SS&L's databases and will be used exclusively to authenticate the member. You have the right to access, modify and delete this data at any time, under the conditions described in the legislation on the protection of privacy. You will find more information on this subject on the website of the Belgian Data Protection Authority (<https://www.gegevensbeschermingsautoriteit.be>). You can send any request for access, modification or deletion of your personal data to the following e-mail address online@stadium.be

10. Applicable law and disputes

- a.** These general terms and conditions and all agreements entered into by or with the SS&L are governed exclusively by Belgian law.
- b.** All disputes arising from the contract between the member and the SS&L will be settled by the competent court in the district where the home club is located.
- c.** Any message sent to the address or e-mail address provided by the membership holder at the time of registration will be considered valid, unless the membership holder has provided a new address.