

CONDITIONS OF SALE

You can join a club belonging to S.A.Sippelberg, only on presentation of a valid means of identification. Your signature of this agreement constitutes your acceptance and prior knowledge of our conditions of sale and internal rules (available at reception and through https://www.stadium.be/uploads/files/Internal_regulations_Sippelberg.pdf). Your signature further implies your sufficient awareness of the various services, subscriptions and rates offered by S.A. Sippelberg.

The minimum age of admittance to the club is 18.

1. Presentation

The Wildcard provides access to all or some activities offered by S.A. Sippelberg depending on the type of membership you have. The only limitations are the club opening hours, the class times and the availability of equipment or courts. Depending on what type of Wildcard you hold, you may have access to other S.A. Sippelberg clubs. Transfer fees and surcharges may apply. Off-peak(D&W) memberships give a limited right of access to the club on weekdays between the opening and 16h and on the weekend between opening and closing hours.

S.A. Sippelberg(N.V. Sippelberg) reserves the right to:

- change, replace or cancel activities, alter class times and include new activities in its programme;
- amend the rates. Rate amendments take effect thirty days after written notice/announcement, but this does not apply to limited duration Wildcards already in use;
- change the opening hours of sports clubs either temporarily or permanently.
- change the access hours of off-peak memberships either temporarily or permanently depending on access-peaks measured by it's systems.

2. Access to activities, reservations and cancellations

You will be admitted to the selected activity after identifying yourself as a Wildcard holder at the check-in desk (by fingerprint).

Reservation of an activity with multiple players requires disclosure of the name and customer number of each participant. If you are unable to attend, we strongly advise you to cancel the reservation as soon as possible.

A reserved activity that is not cancelled or not used may result in the person who made the reservation being denied the right to make reservations.

3. Strictly personal Wildcard

A Wildcard and it's rates are strictly personal and non-transmissible. Your Wildcard is strictly for personal use only.

4.a. Types of Wildcard

You may purchase a Wildcard for a fixed or unlimited duration. Besides the fixed membership fee and administration costs, there are decreasing duration depending on whether you have a Wildcard for an unlimited duration, for a fixed duration with instalment payments or a fixed duration with full payment at registration.

Instalments can be paid via Direct Debit or Credit Card. As the Wildcard holder you must make sure that monthly instalments can be collected from your account. In the event a due amount can not be collected, administrative fees will be taken into account.

In the event of termination of a fixed-term contract due to illness, the costs will be equal to an administrative fee plus the financial benefit received in comparison to the contract of unlimited duration during the elapsed period.

Cancellation

An "unlimited duration" Wildcard may be cancelled by all concerned parties at any time. It is possible at any time to terminate the agreement by registered letter or e-mail stating name, first name and wildcard number. A notice period of at least one month prior to the next payment must be taken into account.

A "fixed duration" Wildcard cannot be cancelled unilaterally by the Wildcard holder before it has expired. In case a payment is not paid, access to the activities will be suspended until regularization and the balance of future payments will be immediately due. In the event that this balance is not settled within one month, a recovery file will be opened and a fixed compensation of € 250 will be charged, unless gross error or non-performance can be attributed to the club. Residual Credit on a Wildcard will never be refunded.

If you end the agreement and subsequently wish to rejoin, you will have to pay the membership fee again.

Renewal - Suspension

For all temporary suspensions, a cost of €10 will be brought into account. Certificates will not be valid unless submitted within eight working days. Retroactive certificates will never be accepted.

If you hold an unlimited duration Wildcard, you may request S.A. Sippelberg temporarily to suspend the monthly payments for at minimum duration of one week, if:

- a temporary physical incapability prevents you from taking part in at least two activities organised by S.A. Sippelberg; your request must be supported by a medical certificate;
- you will temporarily reside in another country for professional reasons; your request must be supported by an employer's certificate.

The contract and monthly payments will automatically be reactivated when the interruption has reached it's end.

If you hold a fixed duration Wildcard, you may request a prolongation of your subscription for minimum one week and maximum 6 months, if:

- a temporary physical incapability prevents you from taking part in at least two activities organised by S.A. Sippelberg; your request must be supported by a medical certificate;
- you will temporarily reside in another country for professional reasons; your request must be supported by an employer's certificate.

The renewal will correspond with the period of absence during the initial term of the subscription. Certificates will not be valid unless submitted within eight working days. Retroactive certificates will never be accepted.

If you hold a fixed duration Wildcard, we expressly draw your attention to the fact that this kind of subscription prohibits you from requesting a partial refund of your subscription and from cancelling the agreed instalments, except in the case of a gross error or misconduct by the sports club. The one-year contract requires the holder to pay for at least 12 consecutive months. In case of closure of the club, Sippelbeg NV reserves the right to postpone the contracts and associated payments for the duration of the closure.

If you hold a fixed duration Wildcard and continue a previously issued monthly payments mandate, you will be regarded as the holder of an unlimited duration Wildcard.

4.b. Monthly payments

A wrongful request for the reversal of amounts collected by monthly payment will result in the initiation of legal proceedings to obtain repayment of such amounts plus at least €500 for legal and administrative costs.

The day on which the monthly payment will be executed depends on the inscription-date and the validity-date of the membership. You should note that your bank may charge you an administrative fee for unsuccessful direct debits due to insufficient funds in your account.

5. Prepaid Sport Credit

Residual Credit on a Prepaid sport Credit (FUNCARD) will never be refunded.

6. Responsibility

By signing this form you represent being physically capable of participating in the activities for which you are registering. We recommend that you obtain appropriate insurance cover. S.A. Sippelberg (N.V. Sippelberg) declines any liability towards its members or third parties, except where:

- it may be liable towards such members on account of intent or gross misconduct on the part of S.A. Sippelberg (N.V. Sippelberg) or its agents;
- it may be liable for the death or bodily injury of such members due to an act or omission by S.A. Sippelberg (N.V. Sippelberg).

Each member is individually responsible for personal accidents and personal belongings. Neither S.A. Sippelberg (N.V. Sippelberg) nor its employees can be held liable for any loss, damage or theft of goods on the premises of the club (including the car park).

7. Privacy

Your signature of these conditions of sale constitutes your acceptance of the use of a control system based on your biometric data, in particular your fingerprint. If you do not wish to avail of access control using biometric data, you can obtain an access card on request.

Both parties acknowledge that the Belgian law of 8 December 1992 and as from 25 May 2018 the Regulation (EU) 2016/679 apply to the processing and use of personal data in the context of this agreement. More information regarding the processing of customer data can be found in Appendix 1 of the sales conditions, https://www.stadium.be/uploads/files/Attachment1_conditionsofsales_PLCSippelberg.pdf, or at the reception.

S.A. Sippelberg may save all personal and biometric data in its databases. The data will be used solely to authenticate the member. You have the right to require inspection, correction and deletion of this data at any time, subject to the provisions made in the privacy laws.

You will find more information on this subject on the website of the Belgian Privacy Commission (www.privacycommission.be). A request for inspection, correction or deletion of your personal data should be sent by e-mail to online@stadium.be.

8. General

Both parties agree that any disputes concerning interpretation or fulfilment of their accepted Wildcard obligations will be submitted to the Small Claims Court in the place where the sports club is located. Every notification sent to the address that you provided at the time of registration will be considered valid unless you gave us a new address.

Management reserves the right to deny access, refuse registration and unilaterally end the agreement in the event of inappropriate behaviour, aggression (verbal or physical), non-compliance with rules, any kind of misuse of the system and payment disputes. There will be no refund, no compensation for damage and no waiving of amounts still owed. A dispute will be disregarded unless made known by registered letter addressed to N.V. Sippelberg, Sippelberglaan 3, 1080 Brussels, within eight days of the incident that occasioned the cancellation.

The consumer has the right to inform the company that he or she renounces the purchase bought on the website, without penalty and without giving any reason within 14 calendar days from the day following the delivery of the goods or the conclusion of the agreement. (Not valid on Wildcard subscriptions bought in the club)