

TERMS AND CONDITIONS

ARTICLE 1. | DEFINITIONS

1. **Organisation:** Fit met Sovi (also referred to as Sovi); the user of these terms and conditions, located at Dr. Mansveltkade 11, 2242 TZ in Wassenaar, registered in the Trade Register under Chamber of Commerce number 72910275.
2. **Participant:** any natural or legal person with whom Fit met Sovi has entered into or intends to enter into an agreement for the practice of sports and exercise activities and coaching.
3. **Registration Form:** the form on which the other party must fully and truthfully enter their details and indicate the desired products. The registration form is also the agreement to which these terms and conditions apply.
4. **(Personal) Trainer(s) / Coach:** the person who guides the training and/or coaching on behalf of the organisation.
5. **Agreement:** any agreement concluded between Fit met Sovi and the participant, whereby Fit met Sovi has committed itself to the participant, for a mutually agreed price, to provide services.
6. **Services:** all services to be provided by or on behalf of Fit met Sovi within the framework of the agreement, such as but not limited to (personal) training, lifestyle advice, and coaching.

ARTICLE 2. | GENERAL PROVISIONS - APPLICATION

1. These terms and conditions apply to every offer from Fit met Sovi and every concluded and future agreement.

ARTICLE 3. | CONCLUSION OF AGREEMENTS

Any offer from Fit met Sovi is without obligation unless a period of acceptance is stated therein.

1. The other party cannot derive any rights from an offer from Fit met Sovi that contains an obvious error or mistake, nor from an offer from Fit met Sovi that is based on incorrect or incomplete information provided by the other party.
2. A composite quotation does not oblige Fit met Sovi to perform part of the offer for a corresponding part of the stated price.
3. Agreements are concluded by fully and truthfully completing the registration form on paper or online.

4. In the event of a change in registration and/or address details, the participant is responsible for timely notification of these details. Any costs incurred as a result of failure to comply with this responsibility will be borne by the participant.
5. The participant's personal data will be treated strictly confidentially and will only be used for administrative purposes.
6. The organisation recommends consulting a doctor prior to training. Injuries and/or other limitations must be reported to the (personal) trainer before registration. By signing the registration form, the participant declares to be in full health and able to participate in the activities.

ARTICLE 4. | MEMBERSHIPS & PERSONAL RIGHTS

1. After the expiry of the initial period, the membership is automatically extended for an indefinite period, unless otherwise agreed after the expiry of this initial period.
2. If the membership is explicitly entered into for a fixed period with automatic termination, this fixed period will never exceed twelve months if the other party is a consumer.
3. If a membership has been explicitly entered into for a fixed period with automatic termination, the membership ends by operation of law upon the expiry of that fixed period.
4. A membership for an indefinite period ends one month after the date of cancellation. Cancellation must be made in writing, on the understanding that the consumer can cancel the membership in the same way as the membership can be entered into.
5. If the membership concerns a 10-session card, the session card expires upon the expiry of the explicitly stated validity period of 6 months by Fit met Sovi, regardless of whether the other party has fully used the session card. A session card provides the other party with a personal claim to attend the explicitly agreed number of lessons/training sessions/sessions associated with the session card. The session card expires upon consumption of the intended number of lessons/training sessions/sessions.
6. If, based on the membership, the personal right to attend the explicitly agreed number of associated lessons/training sessions/sessions is granted per time period, these explicitly agreed number of lessons/training sessions/sessions must be attended within the explicitly stated period associated with the membership, but no later than within the catch-up period indicated by Fit met Sovi, after which the personal right expires, regardless of whether the other party has attended the explicitly agreed number of lessons/training sessions/sessions.
7. In the event of termination of a membership, for whatever reason, before the expiry of the initial period, Fit met Sovi is entitled to recalculate the contribution for the expired membership period based on the actual period taken and the associated membership fee, registration fee, and/or costs.
8. Cancellation for a training session must be done at least 24 hours before the training. In case of cancellation within 24 hours, the training will be charged. This applies to both memberships and 10-session cards.
9. In case of long-term illness or disability, it is possible to suspend (freeze) the activities. The organisation reserves the right to apply this or not. Suspension can never be applied retroactively.
10. Refunds of already paid (individual) training sessions are never possible.
11. Each participation in an activity can only take place after prior registration and payment.

12. Fit met Sovi reserves the right to increase the rates without the participant having to be informed separately.
13. Payment must be made in full in advance (upon receipt of the invoice).
14. All rates for consumers include VAT. This does not apply to companies and government institutions.
15. In the event of default of payment, the organisation is entitled to deny the participant access to the activities until the payment has been received and processed.

ARTICLE 5. | EXCLUSION OF THE RIGHT OF DISSOLUTION

The consumer has no right of dissolution in the event of:

1. Outstanding invoices or membership fees.

ARTICLE 6. | CANCELLATION OF MEMBERSHIP

1. Cancellation must be done by sending an email to info@fitmetsovi.nl, observing a notice period of one month.
2. A confirmation will always be sent upon correct cancellation.
3. The participant is responsible for correctly cancelling the membership.
4. After termination of the membership, any outstanding payments remain due and must be paid immediately. The same applies to payments that are reversed after termination of a membership.
5. Regardless of whether or not the training is attended, the participant remains obliged to pay the instalments for a continuous membership.

ARTICLE 7. | PRICES AND PAYMENTS

1. Payments must be made in the agreed manner and within the period stated by Fit met Sovi. If the method of payment has not been agreed upon, Fit met Sovi is entitled to determine this method subsequently.
2. In the event that direct debit of payments has been agreed, the other party owes reasonable administrative costs if a payment is reversed or cannot be automatically debited for other reasons. In that case, Fit met Sovi can claim the outstanding payment, including the administrative costs referred to herein, by bank transfer.
3. The other party is, except insofar as the law mandatorily opposes this for the benefit of consumers, always obliged to pay without set-off.
4. In the event of liquidation, bankruptcy, applicability of the Debt Rescheduling for Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), or suspension of payment of the other party, the claims against the other party are immediately due and payable.
5. Fit met Sovi is entitled to make invoices intended for the other party exclusively available to them by e-mail/in its mobile application.

ARTICLE 8. | FORCE MAJEURE, HOLIDAYS, AND RECOGNISED PUBLIC HOLIDAYS

1. The organisation is not obliged to fulfil its obligations under the agreement if fulfilment has become permanently impossible due to force majeure, calamities, and/or suspension of payment or bankruptcy.

2. Fit met Sovi reserves the right to close the premises for a maximum of 21 days per year, excluding recognised public holidays, without being liable for a refund of membership fees.

ARTICLE 9. | INTELLECTUAL PROPERTY

All models, methodologies, reports, advice, training sessions, software, and other instruments developed and/or applied by the organisation for the execution of the activities are and remain the property of Fit met Sovi. Publication or other forms of disclosure thereof by the participant and/or third parties is only permitted with the written consent of the organisation.

ARTICLE 10. | FINAL PROVISIONS

Dutch law applies. Disputes between Fit met Sovi and the participant can be submitted to the competent court.