

GENERAL TERMS AND CONDITIONS OF LETH'S TRAIN

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

A. Applicability and definitions

1. These general terms and conditions apply to all agreements between you and Leth's Train, on the basis of which you can come and exercise at Leth's Train. By subscribing to Leth's train, you agree to our terms and conditions.
2. All persons associated with Leth's Train can invoke these general terms and conditions. "Associated persons" are defined as: employees, partners and trainers of Leth's Train.
3. Leth's Train preserves the right to (unilaterally) change these general terms and conditions. If that happens, Leth's Train 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.
4. Definitions:
 - a. Leth's Train: 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 Train and the member;
 - c. Member: the natural person who enters into an agreement with Leth's Train;
 - d. Training: the (personal) training session, group class or Muay Thai boxing class, which is given by or provided on behalf of Leth's Train;
 - e. Trainer: the natural person who provides training on behalf of Leth's Train;
 - f. Gym: the location where Leth's Train offers training;
 - g. (Eversports) app: the app managed by Leth's Train that shows the timetable of classes of Leth's Train.

B. Registration

1. You can register for a membership via the Eversports app and at Leth's Train gym. We will send you a link to enter your personal data. Your registration is complete when you have accepted these terms and conditions.
2. If you are younger than 16, you can only register with the consent of a parents or (legal) guardian.
3. You are responsible for the accuracy of the personal data you provide us for the purpose of registration.
4. Leth's Train is free to decline an application or terminate a membership. A reason could be that Leth's Train does not (longer) consider it responsible to exercise at Leth's Train for health reasons.

C. Membership, modification and cancellation

1. The preferred membership is entered for at least three months. After three months, the membership is tacitly renewed for one month.
2. During the first three months you cannot change or cancel your membership. After three months you can change or cancel your membership monthly, by sending an email to robertdeleth@gmail.com 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 1st of the following month (unless you want the change or cancellation to take effect later).
3. Leth's Train 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 Train wants to offer its members. If Leth's Train cancels the membership, no compensation is due.

D. Rates and payment

1. Through the Ever Sports app you choose for your desired membership and agree with the corresponding rate.
2. 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.
3. Payment of the membership fee takes place by means of Direct Debit (SEPA). You give us permission for this when you register.

E. Risk and Liability

1. Leth's Train 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 Train.
2. Leth's Train is not liable for damages of any kind, if a member provided inaccurate and / or incomplete information regarding his / her person, including health disorders.
3. 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 Train 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 Train, or which arose as a result of the use of (fitness) equipment from Leth's Train. The costs resulting from an accident or injury sustained during training or while using (fitness) equipment are at your own expense and risk.
4. You must always follow the directions and rules of conduct given by Leth's Train. If you refuse this, you are responsible for any resulting damage.
5. Leth's Train 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.
6. Leth's Train accepts no liability for indirect or consequential damage, including lost profits and damage due to business interruption.
7. If Leth's Train is liable for any damage, then that liability is limited to the amount paid out by Leth's Train's insurer. If the insurer does not pay out or if the damage is not covered by the insurance, the liability of Leth's Train is limited to € 500,-.

F. Personal data

1. Leth's Train 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.
2. 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.
3. Leth's Train reserves the right to send newsletters. An option to opt out is included in every newsletter.
4. How Leth's Train handles personal data, and what rights you have with regard to this data, is stated in the Leth's Train Privacy Statement, which is published on the Leth's Train website.

G. Applicable Law

1. Dutch law applies to the general terms and conditions and everything related thereto.
2. Disputes with regard to these general terms and conditions and / or the agreement(s) between Leth's Train and you and everything related to or ensuing therefrom, will be submitted to the competent court in Amsterdam.

H. Training and house rules

1. Leth's Train is located in multi-company complex 'De Muys', also known as "The Hall of Opportunities". Because it's a shared space, we kindly ask you to stall bicycles and / or cars outside the fences and to take the other companies into account.
2. By entering into an agreement with Leth's Train you declare to be in good health and physically able to follow the classes. If in doubt, please consult a doctor first.
3. Always follow the instructions of the trainer during the training.
4. 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.
5. 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 Train is authorized to stop the training or deny you access to the class.