

TERMS AND AGREEMENTS AERIAL ACADEMICS 2020

Terms and Agreements Aerial Academics

The member: the human body that participates in the activities at Aerial Academics.

Article 1: Membership

- 1.1 Subscription as a member for Aerial Academics is done by completion of the subscription form on the front.
- 1.2 As a rule, the membership starts at the 1st of the month (also see Article 2 & 3).
- 1.3 In addition to the monthly membership fee, a sign-up fee of €25,- is charged at the start of the membership, or with resumption after a break.

Article 2: Membership instalments and payment

- 2.1 The membership starts at the 1st of a month and is always for the length of one month.
- 2.2 Payment is only possible in installments of one month.
- 2.3 All payments are to be completed in advance and should be received by Aerial Academics before the 1st of the month on the following account: IBAN: NL62 INGB 0653 6141 01 in name of Mulder, ter Vrugte.
- 2.4 If payment is not received before the 1st of the month Aerial Academics is entitled to exclude the member from participation. Also, Aerial Academics assumes that the membership is terminated. If the member wishes to resume the membership, a sign-up fee applies (see Article 1.4).
- 2.5 Aerial Academics reserves the right to change prices/fees during the membership. In this case, Aerial Academics will inform all members at least three months in advance.

Article 3: Training times

- 3.1 Aerial Academics reserves the right to change the times, place, and schedule of the activities.
- 3.2 Aerial Academics is entitled to cancel regular lessons during (national) holidays.
- 3.3 Aerial Academics has four weeks 'break' a year during which no lessons are provided (2 weeks in December/January, 1 week in spring, 1 week in autumn). This is already taken into account in the monthly membership fee.
- 3.4 Aerial Academics does not offer possibilities to make up for missed lessons due to reasons that cannot be attributed to Aerial Academics.

Article 4: Termination of the membership

- 4.1 The membership can only be terminated from the 1st of a following month.
- 4.2 Aerial Academics does not use a term of notice for termination, however, we do appreciate timely notice.
- 4.3 In case of long-term absence or termination of participation in the activities due to causes that cannot be attributed to Aerial Academics, the member is not entitled to a refund.
- 4.4 Aerial Academics reserves the right to terminate a membership without refund when a member commits a serious or repeated violation of the rules and regulations or other unacceptable behaviour.

Article 5: Risks and liability

- 5.1 The usage of Aerial Academics equipment is at the risk of the member.
- 5.2 Following a lesson or workshop at Aerial Academics is always voluntarily and completely at the risk of the member.
- 5.3 Aerial Academics cannot be held responsible for any injuries.
- 5.4 Aerial Academics does not accept any liability for material or immaterial damage as a result of an accident or injury.
- 5.5 Aerial Academics does not accept any liability for damage, loss or theft of properties of the member.
- 5.6 The member is expected to be in a good physical condition. And does not use medication that could limit participation in the activities or increase health risk.
- 5.7 The member is responsible to seek and pursue medical advice when applicable and inform Aerial Academics timely.
- 5.8 Aerial Academics is entitled to exclude the member from participation if Aerial Academics has reasons to assume that participation is at an increased health risk.
- 5.9 Members are expected to insure themselves sufficiently for practicing sports with an increased risk, such as aerial silk or other forms of aerial acrobatics.
- 5.10 Members release, discharge, and agree to indemnify and hold harmless Aerial Academics from any and all claims or causes of action that are in any way connected to their participation in the activity at Aerial Academics.

Article 6: Rules and regulations & Privacy

- 6.1 The member is deemed to be aware of the rules and regulations of Aerial Academics and the rules of the location where the activities of Aerial Academics take place, and to comply with these.
- 6.2 Aerial Academics is entitled to make and use imagery of activities for marketing purposes. Members can object to this at any time (in writing). As long as no objection is made, it is assumed that the imagery can be used.
- 6.3 Personal data is treated confidentially at all times.

Article 7: Application of law

- 7.1 On these terms and conditions and all other conditions of Aerial Academics exclusively the Dutch law applies.
- 7.2 All disputes arising on the basis of the agreements between the member and Aerial Academics shall be settled in the district where Aerial Academics is based.
- 7.3 By enrolment to an activity of Aerial Academics members declare to agree with the terms and conditions and rules and regulations of Aerial Academics.

Aerial Academics

Mulder, ter Vrugte
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KvK nummer 69351856