# **Terms and Conditions**

# OUR TERMS & CONDITIONS IN BRIEF

#### 1. Definitions

- 1.1 Grappling070 refers to the martial arts gym located in The Hague, registered with the Dutch Chamber of Commerce under number 85283142.
- 1.2 Member refers to any individual who participates in training sessions and/or uses the facilities of Grappling070.
- 1.3 Agreement refers to the member's registration at Grappling070, indicating acceptance of these Terms & Conditions.
- 1.4 Visitor refers to any individual participating in a trial class or drop-in session. Visitors are equally bound by these Terms & Conditions.

## 2. MEMBERSHIP & PAYMENT

- 2.1 Memberships are personal and non-transferable.
- 2.2 Members may choose a monthly, quarterly, or yearly subscription unless otherwise agreed.
- 2.3 Payments are collected in advance on the 1st day of each month via automatic debit or manual bank transfer.
- 2.4 Grappling070 reserves the right to deny access to training sessions in case of late or failed payment.
- 2.5 In case of failed or reversed payments (e.g., insufficient funds or cancellation of direct debit), an administrative fee of €5.00 will be charged for each occurrence. The outstanding amount and fee must be paid before access to training is reinstated.
- 2.6 All payments are non-refundable, except where legally required or explicitly agreed by Grappling070.
- 2.7 Payment Method Changes & Failed Payment Follow-Up: Members must notify Grappling070 immediately of any changes to their payment details (e.g., bank account changes, expired cards) and preferably before the 1st of the month to avoid failed deductions. In the event of a failed payment, members are required to contact Grappling070 as soon as possible to arrange settlement of the outstanding amount. Continued failure to update payment details or settle outstanding amounts may result in suspension or termination of membership.

## 3. CANCELLATION & PAUSING

- 3.1 Memberships can be canceled in writing with a notice period of one full calendar month by filling in the cancellation form available on <a href="https://www.grappling070.nl">www.grappling070.nl</a> (FAQ section).
- 3.2 To avoid being charged for the upcoming month, cancellation must be received before the 1st of that month.

- 3.3 If a cancellation is received after the 1st of the month, the member remains responsible for the full payment of that month, which is non-refundable.
- 3.4 Members cannot cancel partway through a month and request a refund for payments already processed.
- 3.5 Members with legacy subscriptions (no longer available for new members) are not eligible to pause their membership.
- 3.6 Pausing of current subscription types may be allowed only after prior written approval by Grappling070 and under conditions communicated separately.
- 3.7 In case of temporary closure due to unforeseen circumstances (e.g., government regulations or force majeure), refunds will not be provided unless otherwise agreed. Grappling070 may offer online classes or alternative training options instead.

# 4. HEALTH, SAFETY & LIABILITY

- 4.1 Participation is at the member's own risk. Grappling070 takes all reasonable precautions to ensure a safe training environment but cannot prevent injuries inherent to martial arts.
- 4.2 Grappling070 is not liable for injuries, accidents, or loss or theft of personal items, unless caused by proven gross negligence or intentional misconduct by Grappling070 or its staff.
- 4.3 Members confirm they are physically and medically fit to participate in martial arts training. It is their responsibility to consult a medical professional before participation if necessary.
- 4.4 Members must inform instructors of any medical conditions or injuries prior to training.
- 4.5 In case of injury or accident during training, members must complete the official Grappling070 Incident Report Form within 48 hours. Failure to do so may affect any potential insurance claim.
- 4.6 Members are advised to arrange personal health or accident insurance. Grappling070's insurance does not cover personal injuries sustained during training, except in cases of proven gross negligence.
- 4.7 Visitors and trial members acknowledge the same risks and must sign a waiver prior to training.
- 4.8 Minors: A parent or legal guardian must sign a consent form for members under 18, confirming awareness of the risks of martial arts training.
- 4.9 **Emergency Medical Treatment Consent:** In case of a medical emergency, Grappling070 staff may provide first aid and, if necessary, call emergency services. By agreeing to these Terms & Conditions, members consent to receiving appropriate emergency medical assistance if required.
- 4.10 **COVID-19 / Health Safety Policies:** Members agree to comply with any health safety measures implemented by Grappling070, including but not limited to hygiene protocols, temperature checks, and temporary training restrictions. Training must be postponed if members show symptoms of contagious illness.

# **5. HOUSE RULES & HYGIENE**

5.1 Members must arrive on time and behave respectfully both on and off the mats.

- 5.2 Personal hygiene is essential: Maintain a clean body; Keep nails trimmed; Wear clean training gear.
- 5.3 Contagious skin conditions (e.g., ringworm, staph infections) or open wounds are strictly prohibited on the mats. Members must refrain from training until fully healed.
- 5.4 No jewelry, piercings, or sharp objects may be worn during training.
- 5.5 All instructions from staff and instructors must be followed without exception.
- 5.6 Grappling070 reserves the right to suspend or terminate memberships in case of misconduct, dangerous or reckless behavior, or violation of the house rules.
- 5.7 **Locker & Changing Room Storage:** Grappling070 provides changing rooms and storage areas for members' convenience. Members store their personal belongings at their own risk. Grappling070 is not responsible for loss, theft, or damage to any items left in the changing rooms or storage areas. Members are advised not to leave valuables unattended. Grappling070 reserves the right to inspect or remove unattended or suspicious items for safety and hygiene purposes.

## 6. INTELLECTUAL PROPERTY & FILMING

- 6.1 Techniques, training materials, and programs taught at Grappling070 remain the intellectual property of Grappling070 and its instructors.
- 6.2 Filming or photographing classes is only permitted with prior approval from Grappling070.
- 6.3 Grappling070 may record or photograph training sessions for promotional purposes (see Privacy section).

#### 7. CHANGES

- 7.1 Grappling070 reserves the right to modify these Terms & Conditions and the class schedule at any time.
- 7.2 Changes will be communicated in a timely manner via email or other official communication channels.

# 8. PRIVACY

- 8.1 All personal information is treated confidentially and used only for administrative and communication purposes, in accordance with the AVG/GDPR.
- 8.2 Photos or videos taken during training may be used for promotional content unless the member submits a written objection.
- 8.3 Incident reports will be stored securely and used only for safety evaluation, administrative purposes, or insurance claims.
- 8.4 **Data Retention:** Personal data will be retained only as long as necessary for administrative, legal, or financial purposes and will be securely deleted thereafter, unless retention is legally required.
- 8.5 **Communication Consent:** By agreeing to these Terms & Conditions, members consent to receiving essential communication from Grappling070 via email, phone, or messaging regarding membership, schedule updates, and safety notices.

# 9. RIGHT TO REFUSE ENTRY / MEMBERSHIP

9.1 Grappling070 reserves the right to refuse membership or entry to individuals if deemed necessary for safety, misconduct, or other reasonable grounds.

# 10. MEMBER CONDUCT OUTSIDE THE GYM

- 10.1 Members are expected to uphold the values of respect, sportsmanship, and integrity at all times, including outside of training sessions.
- 10.2 Behavior that negatively impacts the reputation of Grappling070, whether in public, at events, or on social media, may result in disciplinary actions, including suspension or termination of membership.
- 10.3 Members representing Grappling070 at competitions, seminars, or other public events are expected to act professionally and respectfully toward opponents, officials, and other participants.

# 11. EVENTS & COMPETITIONS

- 11.1 Participation in external events, competitions, or seminars is voluntary and at the member's own risk. Grappling070 is not liable for injuries or damages sustained during such events.
- 11.2 Members are responsible for ensuring they meet any event-specific health, safety, or insurance requirements.

## 12. FORCE MAJEURE

12.1 Grappling070 is not liable for any failure or delay in providing services caused by events beyond its reasonable control, including but not limited to natural disasters, pandemics, government restrictions, or other force majeure events.

# 13. GOVERNING LAW

- 13.1 These Terms & Conditions are governed by Dutch law.
- 13.2 Any disputes will be submitted to the competent court in The Hague.