

1. General

1.1. These General Terms and Conditions concern the General Terms and Conditions of the Maastrichtse Studenten Zwemvereniging, M.S.Z.V. Tiburón (hereafter referred to as 'the association'). The term 'event' will be used to indicate any activity or competition organised by the association, and participation on behalf of the association in a competition or activity organised by a third party.

1.2. The General Terms and Conditions apply to all legal relations between the member and the association.

2. Membership

2.1. To become a member, any individual who is eligible to be a member on the basis of the grounds stated in the HR has to fill in the registration form. This form can be found on the association's website. By filling in this form, the individual agrees to pay the contribution fee for the period of time selected. Moreover, the individual agrees to these General Terms and Conditions, and the Privacy Policy.

2.2. The membership will be automatically renewed for a full year at the end of the academic year, unless the individual provides a written notice before 31 August 23:59h CEST, indicating a desire to terminate or amend the membership.

2.3. To be allowed to participate in the practices, the member has to be in possession of a valid UM Sports card with at least the 'Sports' subscription.

3. Liability of the Association

3.1. The participation in events is at the risk of the member.

3.2. The organisation is not liable for any act or omission by its subordinates and other persons as indicated in Articles 6:170 and 6:171 BW.

3.3. In case the association is insured for damage, its liability is limited to the amount of damages that will be paid on the basis of the liability insurance(s) of the association in that particular situation, plus the amount of *eigen risico* (coinsurance) to be paid by the association according to the applicable insurance policy.

3.4. In case and insofar as the association, as a result of what is under Dutch law considered as *overmacht* (beyond control), cannot in whole or in part complete the obligations regarding events towards the member, the member cannot rely on a right to damages.

3.5. Aside from what is considered *overmacht* by law, the term *overmacht* includes, but is not limited to, any omission or neglect by third parties which influences the agreement, labour disputes, war, obstructing measures by both domestic and foreign governments, death of one or more members of the Dutch royal family, severe calamities, flooding, fire, strikes, failure or damage to equipment, transportational strikes, suppression, sabotage, and any other generally unforeseeable domestic and/or foreign circumstances and any other occurrence which is outside the hands of the association.

3.6. The association will never be held liable for any damage resulting from death, injury, accidents, hurt, loss, damage, or theft caused by the member before, after or during the participation in an event.

3.7. The association is not liable for the following, for the association unavoidable complaints and circumstances, which therefore never lead to any obligation for the association to

compensate: modifications/quality/execution of the programme, or maintenance in or to the location or the malfunctioning of facilities at the location, which may form a nuisance to the member.

4. Payment for Events

4.1. By signing up for an event through the designated form on the association's website, the individual accepts they will pay for the event.

4.2. An individual will only be excused from paying the fee for the event if (i) the individual notifies the board in writing of their inability to attend the event, before the deadline for registration for the event has passed, and (ii) the board approves of this cancellation. If the member cancels after the registration deadline has passed, the member will have to pay for the event.

4.3. No rights can be derived from an indication of the price of the event given in the sign-up form.

5. Purchase of Merchandise

5.1. It is possible to purchase merchandise of the association through the webshop on the website. If a member has purchased a piece of merchandise, such as a t-shirt or sweater, this item can be picked up at the pool.

5.2. It is possible to return the purchased item within a period of 14 days, which starts the moment the member receives the item. The member can choose to receive the same item in a different size, or to have the paid money reimbursed without receiving a new item. If the payment has not taken place yet and the member does not wish to receive a new item in the correct size, the scheduled payment will be annulled.

5.3. Any item which the member wishes to return, should be returned in the state it was in when it was first purchased.

5.4. The payment of a purchased item will be processed during the next direct debit.

6. Complaints

6.1. Complaints regarding the General Terms and Conditions between the member and the association shall be made known to the association in writing. Complaints shall be considered in a fair and objective manner. The contact details of the association are available on the association's website.

7. Applicable Law

7.1. Dutch law applies to these General Terms and Conditions.

7.2. Any dispute between the member and the association arising from these General Terms and Conditions will be dealt with exclusively by the competent judge in Maastricht.