

General terms and conditions

Version: December 12th 2023

This is a translation of the Dutch general terms and conditions version December 12th 2023. This translation is just for the convenience of non-Dutch speaking participants. In all agreements the Dutch version of the general terms and conditions is leading.

Definitions

- SaarRowingCenter: SaarRowingCenter, based in Brummen, Chambre of Commerce number 57118566.
- Staff: all persons who perform work and services for SaarRowingCenter.
- Coach: a person who hosts a course for SaarRowingCenter.
- Participant: a person who participates in a course of SaarRowingCenter.
- Course: one or more consecutive training days on which the participant enjoys the services of SaarRowingCenter.
- Services: all services delivered by SaarRowingCenter, including but not limited to rowing courses.
- Application: the request by e-mail or telephone for an available place in one or more rowing courses.
- Registration: to completely fill out and return the digital registration form via GoogleForm, which is sent to the participant by SaarRowingCenter on request.
- Course fee: the due payment for the course, as mentioned in the registration form and on the website of SaarRowingCenter (www.saarrowingcenter.com).
- Deposit: the part of the course fee as mentioned in the registration form, which must be paid to finalise the registration.
- Safety Protocol: the rules, regulations and guidelines regarding safety as stated by SaarRowingCenter and described in a document of which the most recent version can be found on the website of SaarRowingCenter and which will be provided to the participant digitally as well as on paper before the start of the course.
- He: he, she, them.

Article 1 - Applicability

1. These general terms and conditions are applicable to all services of SaarRowingCenter.
2. By registration, the participant accepts the general terms and conditions, in their most recent version, at the time of registration.

Article 2 - General

1. The participant declares that he will read all information provided to him by SaarRowingCenter regarding the course and its logistics, and will make all preparations necessary to be able to attend the course in a successful and safe manner.
2. All participants and other visitors are subject to the safety protocol of SaarRowingCenter.
3. By registration, the participant declares that he will meet all rules and regulations of the safety protocol, and that his physical and mental condition meets all demands as stated within.
4. Where appropriate SaarRowingCenter can request the participant provides a medical declaration to prove the aforementioned, as a condition to participate in the course.
5. Staff and coaches are authorised to give participants and visitors instructions regarding the scheduling of events, and on matters concerning safety, during a course.
6. All participants and visitors are obliged to follow the directions of SaarRowingCenter or its staff and coaches. In case a participant or visitor deliberately brings himself into dangerous circumstances or does not follow the directions of SaarRowingCenter, as a result of which a dangerous situation occurs, SaarRowingCenter can remove the participant or the visitor from the course.
7. The participant declares that he is aware of the risk of practicing a water sport on a public waterway, and accepts that participation in the course is at his own risk and that he is adequately insured for these risks.

Article 3 - Conclusion of the agreement

1. The agreement between the participant and SaarRowingCenter is concluded by registration through the digital registration form and receipt of the deposit amount by SaarRowingCenter.
2. For minor participants, a separate confirmation of a parent or legal representative is necessary.

Article 4 - Participation and payment of the course fee

1. Participation in the course by a participant is only final when:
 - The participant has received confirmation by email of his registration to the course and
 - The full course fee is paid.
2. The course fee must be paid as follows:
 - The deposit within 7 days after registration;
 - The remaining course fee at the latest 30 days before the start of the course.
 - When the course starts within 30 days after registration, the course fee needs to be paid in full within 7 days after registration.
3. Only after receipt of the deposit SaarRowingCenter will reserve a definitive place in the course for which the participant has registered.

If the deposit is not received by SaarRowingCenter within 7 days after registration, any claim to a place in the course for which the participant registered lapses.

4. If SaarRowingCenter does not receive the remaining course fee on time, SaarRowingCenter has the right to refuse the participant on the course. In this case, there will be no refund of amounts already paid.

Article 5 – Accuracy of statements

The participant declares that all requested information is provided truthfully and correctly by him.

Article 6 – The course

1. SaarRowingCenter can set a minimum number of participants for the course.
2. The course takes place according to the program and group schedule as provided by SaarRowingCenter to the participants prior to the course. Changes in the program or group schedule can be communicated until the evening before the start of the course, by email.
3. SaarRowingCenter can also make changes in the program or group schedule during the course, if any circumstances require so, at the discretion of the coach.

Article 7 - Cancellation

1. In case of cancellation of the agreement by the participant, the following amount will be due by the participant:
 - Within 7 days after registration: no cancellation costs, unless the start of the course is within one of the terms mentioned hereafter.
 - Until 60 days before start of the course: € 75,-.
 - Between 60 and 30 days before the start of the course: 50% of the course fee.
 - In case of cancellation 30 days or less before the start of the course, the whole course fee is due.
2. Cancellation must be reported by telephone and always confirmed by email (info@saarrowingcenter.com).
3. The aforementioned under 1. also applies in case of cancellation due to medical or other personal circumstances.
4. In case a participant decides during the course to end his participation prematurely or not to participate in one or more trainings, there will be no refund of (a part of) the course fee.
5. In case a course is cancelled by SaarRowingCenter, for instance if there are too few participants, the course fee already paid, will be refunded. Any further costs already made by the participant such as hotel costs, will not be reimbursed by SaarRowingCenter.
6. If during a course one or more outings cannot be rowed due to force majeure, the coach will provide (an) alternative training(s) to the participants. There will be no refund of (a part of) the course fee.

7. In any instance of force majeure, if circumstances or weather conditions dictate that they cannot be rowed safely, the decision of the coach will be final.

Article 8 – Provided equipment

1. If during the course the participant is provided by SaarRowingCenter with any (rowing) equipment, the participant will exercise the necessary care with regard to this equipment.
2. In case of any damage to the provided equipment, the costs of repair or replacement will be reimbursed by the participant to SaarRowingCenter.
3. If the damage is covered by the insurance of SaarRowingCenter, the participant will reimburse the deductible of the insurance to SaarRowingCenter, being an amount of € 250,- per event.
4. In case of damage to a multi-rower boat, the bow rower will be liable to SaarRowingCenter for the damage, regardless of the cause of the damage.

Article 9 – Obligations and liability SaarRowingCenter

1. SaarRowingCenter, her staff and coaches have a best efforts obligation towards the participant and do not guarantee any result or goal by participating in a course.
2. SaarRowingCenter and her staff will carry out their obligations towards the participant to the best of their knowledge and ability.
3. SaarRowingCenter is not liable for damage of, or loss by a participant resulting from death, physical or mental injury, accidents, loss or theft of properties during or as a result of the activities of the course, unless this is due to gross negligence of SaarRowingCenter.
4. SaarRowingCenter is not liable for costs, damage and interest that are the result of actions or negligence of the participant or a third party.
5. SaarRowingCenter is not liable for damage, theft, loss or misplacement of items brought by the participant or visitors.

Article 10 – Privacy

1. The participant consents to SaarRowingCenter to process his name, address, and all other relevant information for the course. Additionally, the participant gives permission to being informed by SaarRowingCenter of future courses, trainings and education, unless he states in the registration form that he doesn't want to receive any newsletters from SaarRowingCenter.
2. On first request of the participant, SaarRowingCenter will delete the information as mentioned under 1., unless:
 - the information provided is necessary for an agreement with the participant, or pre-contractual measures, and/or
 - the processing of the information provided is necessary for the promotion of the interest of SaarRowingCenter unless the interest of the participant and the protection of his privacy prevails.

Article 11 – Applicable law and competent court

1. Dutch law is applicable to this agreement.
2. Disputes will be submitted to the “Rechtbank Gelderland” in the Netherlands.

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