

## ARTICLE 1: DEFINITIONS

If you are a member or want to become a member of us and make use of our services or products, we are happy to do so with clear and transparent agreements. By registering, you declare that you have read and accepted these general terms and conditions and the house rules of Invicta Sports and that you act accordingly.

The General Terms and Conditions will enter into force on 1 September 2024 and will be valid for any new subscription taken out from that date. These general terms and conditions also apply to subscriptions taken out before 1 September.

**Invicta Sports:** By this we mean Invicta Sports with company number BE0767775982 and registered office: Fraterstraat 56 - 9820 Merelbeke - Belgium.

Invicta Sports reserves the right to amend the general terms and conditions.

The offer that applies at the time of your registration is listed on our website.

The physical location where Invicta Sports offers its lessons, sports camps or incentives is always communicated in advance to the participating members.

The effective date of your agreement is the same as the day of your registration.

**Member:** You can become a member of us if you are a natural person. Invicta Sports may ask you to prove by identification that you are the one to whom the membership card belongs.

**Agreement:** the agreement that arises between Invicta Sports and the member by registration. These terms and conditions are also part of your agreement.

**Prices:** can be found on our website under the tap 'prices'. Prices depend on the lessons taken and may be subject to change.

**Membership card:** You must have this card or your registration confirmation to be able to enter one of our classes.

**Friend:** If you are a member of the Invicta Sports community, you can always bring a friend. This friend must be registered before access to the class. The first lesson is free for your friend.

## ARTICLE 2: BECOMING A MEMBER AND RIGHT OF WITHDRAWAL

**a.** You can become a member of Invicta Sports in the following ways:

1. On the website by filling in the online registration form ([Registration | Invicta Sports](#)); or
2. During one of our lessons by filling in the registration form that you will receive from our instructor.

**b.** If you register via the website, you have the right to cancel the agreement within

14 calendar days after the date of your registration without giving reasons by sending an e-mail to the address **info@invictasports.be**, or by post to the address: **Fraterstraat 56 - 9820 Merelbeke**. This cooling-off period does not apply to registration during one of our classes.

If you decide to cancel your membership within the 14-calendar day cooling-off period, and the membership has not been used during that period, this withdrawal is free of charge. If the membership has been used during this period, Invicta Sports may charge a pro rata fee for the membership (from the activation of the membership until the day of withdrawal). [You will receive your money back as soon as possible, and no later than 14 days after receipt of your request to terminate your agreement, via the same payment method you initially chose.](#)

c. If you become a member of Invicta Sports, your registration fee for the first lesson must be transferred to the following account number: **BE88 973407672341**.

### **ARTICLE 3: MEMBERSHIP, TERM**

- a. We have different membership types, all details of which can be found on our website ([Prices | Invicta Sports](#)).

#### **Ten or twenty turn cards**

- The card is strictly personal and cannot be exchanged with each other.
- A card is valid for 120 days from the first lesson taken.
- Session cards for kickboxing or total body workout are not valid for children.
- 10-session card: + first lesson free - 115 EURO - turn tickets are not sold for the children's lessons.
- Tickets are non-refundable.

#### **Subscription**

- A subscription is strictly personal and cannot be exchanged.
- This formula is only valid for children's classes: junior kickboxing and multisports
- A subscription is non-refundable.

#### **Swimming lessons**

- Swimming lessons are only offered in packages of 10, 15 or 20 lessons.
- The entrance fee to the swimming pool is not included in the price.

- b. When registering, you can indicate for which type of membership you want to enter into an agreement.

#### **How to register?**

- Complete your registration online.
- Transfer the amount due to our account : BE88 973407672341
- Use your name + number of lessons and style(s) or the card of turns as a message.
- At your first lesson, your membership card or multi-session card will be ready after filling in the registration form!

#### **When can you register?**

- Registration is possible during the open week in September/January: after following a free trial lesson, you can register immediately afterwards.
- You can register for the classes online at any time using the form above or by e-mail: [info@invictasports.be](mailto:info@invictasports.be).

### **More info about registration**

- The new season starts on September 1, 2024 and runs until June 1, 2024.
- We work with semester subscriptions/annual subscriptions and/or multi-use cards).
- When a teacher is ill, a replacement is always sought. If no replacement can be provided, the lesson will be cancelled or made up. This will always be communicated by text message or e-mail.
- Per lesson max. 30 students. If there are too few students in a course, the lesson can be adapted to the wishes of the group.
- Registration fees are non-refundable.
- Subscriptions and multi-session cards are strictly personal.
- A series of lessons can only take place when **a minimum of 5 people** are registered.
- **Your course must be paid for after participating in the free trial lesson, before the start of the course.**
- Only those who are registered for the course and have paid for it can participate. This way we can insure you in time and we can judge whether there are enough registrations for the course.
- Course fees are always paid for a full semester or full school year. For adult lessons, there are also multi-session cards of 10 or 20 lessons available.
- The registration fee for the dance classes includes a mandatory contribution for accident and civil liability insurance. This insurance is only valid during the lesson activities led by an instructor from INVICTA SPORTS. You are not insured during activities on your own initiative. You are not insured for late registrations or payments.

**c.** If you want to visit our classes separately or just want to give it a try, you can contact us via **info@invictasports.be**.

**d.** If you have chosen to change your membership online, you have the right to cancel this change without giving any reason within 14 days from the date of the change. In this case, the change will be cancelled and your original membership will revert to the end of your original contract (and for any renewals, if applicable).

### **ARTICLE 5: RATES AND PAYMENT**

**a.** All membership types have their own membership rate and conditions, which can be found on the website.

**b.** If you become a member of Invicta Sports, we may charge a registration fee. This registration fee may vary depending on the membership type. If you have terminated your membership and wish to rejoin, you will be charged a new registration fee.

**c.** If you become a member of Invicta Sports, you will owe a membership fee from the moment of registration. All membership fees are due and payable in advance.

**d.** For group lessons we work with multi-use cards, individual lessons can also be paid per lesson.

**e.** If for any reason we do not receive your payment, we will send you a reminder. If you do not meet your payment obligation, access to the classes will be blocked until the payment obligation has been met.

**f.** If the payment obligation has not been met, a free first reminder will be sent in accordance with the law and you will be in default. At that time, we can hand over the claim and the outstanding claim will be increased in accordance with the law by:

- Interest on late payments

The default interest may not exceed the interest at the reference interest rate plus eight percentage points as referred to in Article 5, second paragraph, of the Act of 2 August 2002 on combating late payment in commercial transactions.

- A flat-rate compensation in accordance with Art. XIX4, 2° of the law of 04/05/2023:

(i) EUR 20 if the balance due is less than or equal to EUR 150

ii) EUR 30 plus 10% of the amount due in the bracket between EUR 150.01 and EUR 500, if the balance due is between EUR 150.01 and EUR 500

iii) 65 euros plus 5% of the amount due on the bracket above 500 euros with a maximum of 2,000 euros if the balance due exceeds 500 euros.

We can also terminate the agreement at the end of the contract term, without any compensation being due to you. At the end of the contract term, you will owe all outstanding membership fees.

**g.** We reserve the right to adjust the rates and/or conditions after the end of the contractual period. We will always inform you of this one month in advance, after which you will have the option to terminate the agreement free of charge, provided that notice is given in writing (e-mail or registered letter). In the event of termination, this must be done within 4 weeks of the announcement of the change, subject to a notice period of at least one Period of at least 4 Weeks. In the absence of timely termination, the agreement will be continued under the amended conditions. Tariff adjustments due to government measures can be implemented immediately, regardless of the amount, and do not entitle them to dissolution.

**h.** The prices are inclusive of VAT, corresponding to the sum of the amounts excluding taxes to which the applicable VAT is applied. Invicta Sports reserves the right to implement any new tax and VAT rate increase on these prices as soon as it comes into effect.

**i.** You agree to receive your invoices or proof of registration electronically by e-mail.

## **ARTICLE 6: MEMBERSHIP CARD**

**a.** You can't transfer your membership to someone else. It is a personal membership.

**e.** These terms and conditions also apply, where relevant, to registered friends and members who are taking a one-off class. As a member, you are responsible and liable for the manner in which the membership is used or abused. Therefore, you have the responsibility to ensure that the relevant terms and conditions of Invicta Sports are respected and complied with.

**f.** If you lose your membership card or registration certificate or if it is stolen, you can request a new card free of charge via the Invicta Sports.

## **ARTICLE 7 : MODIFICATION OF GROUP LESSONS**

**a.** We always want to keep the offer of our classes up-to-date. This means that we can adjust the (content of the) lessons, the type of lessons and the timetable. Occasionally, it can happen that a group lesson with a trainer is cancelled. In that case, we will inform the participants of the cancellation of the lesson as soon as possible.

## **ARTICLE 9: INJURY**

**a.** Good health is a must for exercising. You may use the option to suspend your membership for medical reasons in all forms of membership, subject to the following conditions:

- membership can only be suspended upon receipt by Invicta Sports of a valid medical certificate indicating that the Member is temporarily unable to practice sports;
- the medical certificate indicates that from the day of sending the certificate to Invicta Sports, there is at least 1 month of necessary suspension;
- the suspension will take effect from the day of receipt by Invicta Sports and not retroactively;
- the suspension is always for a fixed period and ends on the prescribed date of the medical certificate;
- As a result of the suspension, the duration of the agreement shifts pro rata with the period of the suspension;
- for the processing of the suspension, you must pay a one-off administrative fee of 5 EUR.

**c.** If you submit a medical certificate showing that you will no longer be able to exercise for a period of at least 12 months after the date of the certificate, Invicta Sports will terminate the membership at your request as of the date of receipt of the request accompanied by the medical certificate. All medical certificates must be sent by e-mail to Invicta Sports at the following e-mail address: **info@invictasports.be**.

## **ARTICLE 10: TERMINATION MEMBERSHIP**

**a.** If you have entered into an agreement for a multi-use card, no refund is possible, unless you provide a medical certificate for this. Without a medical certificate, we can never refund a multi-use card.

**b.** You can cancel your agreement in several ways. You can do this via the contact form on the website or by e-mail and letter. In case of cancellation by e-mail and letter, you must provide the following information: your first and last name and yes address.

**c.** We strive to create an environment where everyone respects each other and the rules are followed. If you do not comply with the agreements of the agreement, or if you seriously and/or repeatedly fail to comply with the general terms and conditions or show unacceptable behavior,

Invicta Sports may deny you access to the lessons and terminate the agreement (immediately) and without refund. Re-registering after such a denial is a valid reason to terminate the new membership immediately and refund your payment.

**d.** Exercising together is encouraged at Invicta Sports. However, coaching other athletes in the clubs is exclusively left to the personal trainers with whom we work exclusively. If you do offer personal training and/or perform other commercial activities in our clubs, this may be a reason for us to terminate your agreement and to claim any damages.

**e.** If you can demonstrate that Invicta Sports does not comply with its contractual obligations in a serious manner and only if Invicta Sports is informed of this by you by registered letter within 7 days after establishing this violation, Invicta Sports will agree to terminate the agreement immediately and, if necessary, Invicta Sports will pay the demonstrable damage suffered as compensation.

**f.** All other mentioned methods of termination by you, such as unilateral termination of payments, will be considered as unlawful breach of the agreement. In these cases, all full membership fees remain due. If these contributions due are not paid voluntarily by you, Invicta Sports can call on a collection agency to collect the contributions due. Article 5h shall apply mutatis mutandis from then on.

## **ARTICLE 11: RISK AND LIABILITY**

**a.** Playing sports may involve risks. If you participate in our classes, you have to estimate for yourself what you can handle. You always remain responsible for the way you exercise and the choices you make. The use of the facilities is at your own risk. If you have any physical conditions, we recommend that you seek expert advice from a doctor or specialist to determine the correct and feasible way of exercising for you.

**b.** Invicta Sports is not liable for material or immaterial damage as a result of an accident or injury that you sustain during our lessons. For this, you need to use your insurance company.

**c.** We advise you not to bring any valuables to the lessons and to insure such valuables yourself. Invicta Sports does not provide lockers. Invicta Sports does not accept custody of cash, luxury branded items, electronics, jewelry and other valuable goods with a value of more than 250 euros in the hall or changing rooms. Experience shows that no locker room is safe from experienced thieves. Invicta Sports does not accept any liability for damage, loss or theft of your belongings, with the exception of cases caused by intent or gross negligence on the part of Invicta Sports.

**d.** The training programs and advice are given for informational purposes; they cannot be considered as specific advice (such as medical advice or dietary advice). You follow these programs at your own risk. It is your responsibility to behave reasonably, appropriately and thoughtfully when reviewing and reproducing the exercises, in accordance with the enclosed instructions and your own skills. For example, by adjusting the exercises, the intensity, the frequency and the break times to your own limits. In case of doubt, and especially in case of pregnancy or illness, we recommend that you consult a doctor to ensure that the services offered are in line with your state of health.

## **ARTICLE 12: COMPLAINTS**

**a.** We do our utmost to serve everyone and want to give as many people as possible access to sports lessons with our club. If you have any complaints, we regret them, but of course we would like to hear from you. You can first contact the instructor in our clubs and in the second instance contact us via the contact form on our website.

**b.** In the event that Invicta Sports fails to comply with a contractual obligation, the injured party must give notice of default to this party by means of a durable carrier within 30 calendar days after becoming aware of the shortcoming. If, within 30 calendar days of receipt of the notice of default, the shortcoming stated therein has not been rectified, the injured party is entitled to a lump-sum compensation. If the damage suffered can be valued in money, this compensation amounts to 10% of this amount with a minimum of 25 euros and a maximum of 75 euros. In the event that the damage suffered cannot be valued in money, the lump sum compensation will be 25 euros.

## **ARTICLE 13: PERSONAL DATA**

**a.** In order to execute your agreement with Invicta Sports, we use and dispose of your personal data. Invicta Sports processes your personal data in a proper and careful manner and within the framework of the applicable laws and regulations for the protection of your personal data, such as the General Data Protection Regulation (GDPR).

**b.** The privacy statement of Invicta Sports lists which data are processed by us, for what purposes we do so and how the personal data is handled. In addition, it explains how data subjects can exercise their rights to the processing of their personal data. The privacy statement of Invicta Sports can be found in the footer of our website.

**c.** If you do not wish to be contacted by phone, you have the right to subscribe to the Do Not Call list.

## **ARTICLE 14: MODIFICATION OF DATA**

**a.** Changes in your personal situation (e.g. address details, telephone number) must be reported directly to Invicta Sports via the contact form on our website.

## **ARTICLE 15: CONTACT DETAILS INVICTA SPORTS**

You can find our contact details at:

Website: [Contact | Invicta Sports](#)

Postal address: Fraterstraat 56 - 9820 Merelbeke

Email address: [info@invictasports.be](mailto:info@invictasports.be)

Phone: 0476/274957

## **ARTICLE 17: APPLICABLE LAW AND DISPUTES**

**a.** These general terms and conditions and all agreements entered into by or with Invicta Sports are exclusively governed by Belgian law.

**b.** All disputes that arise as a result of the agreement between the member and Invicta Sports will be assessed by the competent court in the place where the member resides.

**c.** Invicta Sports also accepts the out-of-court settlement of disputes of the Consumer Ombudsman Service, if you wish to appeal to it as a member. The characteristics and conditions of application of this scheme can be found on

<https://www.consumentenombudsdienst.be/nl/praktijk>.

The contact details of the Consumer Ombudsman Service are:

North Gate II Koning Albert II-laan 8 bus 1 1000 Brussel

tel: +32 2 702 52 00 fax: +32 2 808 71 20 e-mail: [contact@consumentenombudsdienst.be](mailto:contact@consumentenombudsdienst.be)

web: <http://www.consumentenombudsdienst.be>

**d.** You can also report a dispute via the European Commission's online platform for online dispute resolution: <http://ec.europa.eu/consumers/odr/>. Please note that we are not obligated and will not participate in any dispute resolution process before a consumer arbitration committee to resolve legal disputes with consumers.



## ANNEX: MODEL WITHDRAWAL FORM

Within the 14-day cooling-off period of the agreement that was concluded online.

\* Only fill in and return this form if you want to withdraw from the agreement that has been signed online.

At:

Invicta Sports

Fraterstraat 56 - 9820 Merelbeke

Or:

info@invictasports.be

I hereby inform Invicta Sports that I want to revoke (dissolve) my agreement regarding membership at Invicta Sports within the 14-day cooling-off period.

Membership Effective Date:

Surname/first name:

Enamel:

Address:

Date of birth:

Telephone number:

Date:

Signature: (only if this form is submitted on paper)