

GENERAL TERMS AND CONDITIONS FOR JAYRA

Registered at Gashouderstraat in (3063 68) Rotterdam and Adamhofstraat 33 in (3062 ZA) Rotterdam, registered with the Chamber of Commerce under number 72540891.

Article 1: Registration

Registration for a membership is possible from the age of 18. Minors may register if one of the parents and/or legal representatives co-signs the agreement.

Article 2: Duration of Membership

A membership is entered into for an indefinite period.

Article 3: Termination of Membership

Membership can only be terminated in writing at the end of the current month, with a notice period of one month. The term "in writing" in these terms and conditions is also understood to mean by e-mail.

Article 4: Monthly Fees

The fees must be paid in advance each month by direct debit, for which the member authorizes Jayra. Payments for the fees continue throughout the year, including during school holidays, gym closures, and closures due to competitions, accidents, force majeure, etc. The setting of the amount of the fees and the annual contribution has already taken this into account. Suspending the monthly fees is only possible in exceptional cases and will be assessed on a case-by-case basis by Jayra. The member cannot derive any rights from the manner in which Jayra grants this suspension.

Article 5: Annual Contribution

In addition to the fees, the member owes Jayra an annual contribution of €25.00 each year. This contribution is debited in December for the following year. If a member joins during the current year, this annual contribution will be charged pro rata. No refund of the annual contribution will take place, even if a member cancels the membership during the current year.

Article 6: Price Adjustment

Jayra is entitled to adjust its prices for fees and the annual contribution at any time.

Article 7: Exams, Private Lessons, and Waiting List Costs

The costs for exams, private lessons, and waiting lists are not included in the fees and no refund will take place, even if a member cancels the membership.

Article 8: Opening Hours, Timetables, Locations, and Lesson Forms

Jayra determines the opening hours, as well as the timetables, locations, forms, and rates of the lessons and reserves the right to change these at any time. Any changes will be announced well in advance of the change taking effect, except during school holidays.

Article 9: Absence

In the event of absence of the member from a lesson or exam, the member remains liable for the full fees. No refund of already paid fees, membership fees, exam fees, or waiting list costs will take place.

Article 10: Attending Lessons

The general rule is that parents/guardians or supervisors are not present in the classroom during the lessons, unless explicitly stated otherwise by Jayra Sport. Bringing and Picking Up: Parents and/or guardians must bring the children and pick them up after the lesson. It is not permitted to wait in the building during the lesson or to stay there.

Article 11: Timely Payment

If the fees or the annual contribution cannot be debited from the bank or giro account specified by the member, Jayra reserves the right, after having sent the member a written reminder to pay, to assign the outstanding amount to a collection agency and to deny the member further participation in Jayra's lessons and activities until the outstanding amounts have been paid in full. All costs for recovery, including (extra)judicial costs, shall be borne by the member.

Article 12: Liability

Jayra, its directors and its employees and instructors are not liable for any damage or injury that the member or third parties may suffer during the lessons or the stay in the sports facility. Furthermore, Jayra accepts no liability for any loss or damage that a third party may cause to the member during the stay in the sports facility, for example in the sports field or during a lesson. Participation in one or more of the lessons offered by Jayra is entirely at your own risk. Furthermore, Jayra and its directors accept no liability for lost, stolen or damaged property of the member and/or third parties.

Article 13: Damage to the Building and Property of Jayra

Damage caused by members and/or third parties to the inventory or the building of Jayra, or to objects or buildings that Jayra uses from third parties in the performance of the agreement, by members and/or third parties, can be recovered on the basis of statutory liability.

Article 14: Physical Condition

The member must inform the instructor in advance of any (physical) limitations, special conditions, injuries or illnesses, so that the instructor can take these into account during the lessons. Every member is responsible for consulting their general practitioner before participating in one or more of the sports offered or when they suffer from injuries or illnesses.

Article 15: Exclusion and Denial of Access

Members and/or guardians of the member who engage in misconduct, harassment, do not follow the instructions of the instructor, do not comply with the house rules of Jayra, act in a disruptive manner, injure people or property or undermine the good name of one or more employees/instructors of Jayra, may be temporarily or permanently denied access to the sports facility. Members will in that case lose their right to participate in lessons, but will retain their ongoing payment obligations.

Article 16: Amendment of the Terms and Conditions

Jayra reserves the right to amend these terms and conditions at any time. Amendments will take effect immediately and will be announced. The member then has the right to terminate the membership within 30 days of notification.

Article 17: Portrait Rights

Jayra reserves the right to use photos and videos that are made during lessons, open days, demonstrations, exams, and the like, to promote its business activities, including but not limited to publication thereof on its website, in advertisements and on social media. By entering into the membership, the member irrevocably grants permission for this and waives any possible claims for portrait rights in this regard.