



General Terms & Conditions Borstcrawlкурсus.nl:

(This is not a legally certified translation of the General Terms & Conditions, The Dutch copy is the only valid Copy of the General Terms and Conditions of Borstcrawlкурсus.nl)

1 Definitions

1.1 In these general terms and conditions, hereinafter referred to as the "Terms and Conditions", the following terms shall have the following meanings:

1.2 "Participant": the natural person who, pursuant to the Agreement between Borstcrawlкурсus.nl and the Client, uses the services of Borstcrawlкурсus.nl as a participant.

1.3 "Registration form": a form that is part of the Borstcrawlкурсus.nl website or a page directly linked to Borstcrawlкурсus.nl.

1.4 "Client": the natural person or legal entity who enters into an Agreement with Borstcrawlкурсus.nl and has approved Borstcrawlкурсus.nl' general terms and conditions. The Client is of legal age.

1.5 "Agreement": an agreement between Borstcrawlкурсus.nl and the Client for one or more services to be provided by Borstcrawlкурсus.nl to the Client and Participant.

1.6 "Total price": the total sum of the services to be provided by Borstcrawlкурсus.nl under an Agreement concluded with the Client, including VAT, but excluding any cancellation insurance.

1.7 Borstcrawlкурсus.nl, located in [city name], hereinafter referred to as "Borstcrawlкурсus.nl".

1.8 "Sports camp" the product of Borstcrawlкурсus.nl. This can be a sports camp, but also a sports holiday.

2 Applicability

2.1 These Terms and Conditions apply to all offers made by Borstcrawlкурсus.nl, order confirmations, and any resulting or related agreements or additional agreements.

2.2 The applicability of any general (or specific) terms or conditions or stipulations of the Client is explicitly rejected by Borstcrawlкурсus.nl.

2.3 Deviations from or additions to the Agreement or the General Terms and Conditions, in whatever form, are only valid if Borstcrawlкурсus.nl has agreed to them in writing.

2.4 In case of conflict between the provisions of the Terms and Conditions and/or provisions of the Agreement, the latter shall prevail.

2.5 If any provision of these Terms and Conditions is not applicable or contrary to public policy or law, only the relevant provision shall be deemed unwritten, and the remaining Terms and Conditions shall remain in full force.

3 Conclusion of the Agreement

3.1 All offers from Borstcrawlkursus.nl are without obligation and subject to availability unless explicitly agreed otherwise.

3.2 The Agreement is concluded after the Client has fully completed and submitted the Registration Form, or after the Client has agreed in writing, such as by e-mail, to our written offer. In case of registration via the internet, a cooling-off period of 7 days applies in connection with the purchase at a distance. Within this period, the registration can be canceled free of charge without giving any reason, provided this is done in writing.

3.3 Registrations will be processed in the order of receipt of the payment of the 1st installment. If the maximum number of participants for the relevant activity has been reached, the registration will no longer be processed.

4 Payment

4.1 A deposit (45% of the total cost) must be made immediately upon receipt of the booking confirmation from Borstcrawlkursus.nl. The second installment (55% of the total cost) must be paid no later than 45 days before the start date of the activity.

4.2 For a reservation less than 45 days before the start date of the activity, the full payment must be made within 7 days of receipt of the booking confirmation, but no later than the start of the activity.

4.3 If payment is not made in full or in part on time, the Client shall be in default by operation of law, without any notice of default being required.

4.4 If payment is not made on time, Borstcrawlkursus.nl reserves the right to cancel the Agreement and the Client shall be liable for cancellation costs.

5 Instructions and Code of Conduct

5.1 Borstcrawlkursus.nl may require the Participant to follow reasonable instructions to promote the proper execution of the Agreement. The Participant must also respect all rules of conduct that Borstcrawlkursus.nl deems applicable during their stay in connection with the Agreement.

5.2 A Participant who causes or could cause nuisance or disturbance to such an extent that the proper execution of the Agreement by Borstcrawlkursus.nl is significantly impeded may be excluded by Borstcrawlkursus.nl from (continuation of) the trip/camp. All resulting costs and damages shall be borne by the Participant. No refund shall be given.

5.3 If Borstcrawlkursus.nl expects that the Participant may cause nuisance, disturbance or obstacles to such an extent that the proper execution of the Agreement by Borstcrawlkursus.nl could be significantly impeded, Borstcrawlkursus.nl has the option to cancel the agreement.

5.4 The Participant agrees that during the "Sports Camp", Borstcrawlkursus.nl' staff may take photos and/or videos that may contain a recognizable image of the Participant. Borstcrawlkursus.nl may use these images in trade journals, magazines, advertising and so on. See also Article 14.

5.5 A minor Participant is not allowed to leave an activity or location without permission. This does not apply to the Swim&Sun holiday. In this case, participants fall under the responsibility of the client after the activity.

6 Liability

6.1 All luggage and other personal belongings are at the risk of the Participant / Client at all times. Except in case of damage caused by intent or conscious recklessness of Borstcrawlkursus.nl, Borstcrawlkursus.nl accepts no liability for damage to (valuable) items, luggage and other personal belongings of the Participant, whether or not entrusted to the staff of Borstcrawlkursus.nl, as a result of theft, loss or damage.

6.2 Borstcrawlkursus.nl accepts no liability for damage for which compensation can be claimed under a travel and accident insurance or under (liability) insurances of third parties involved by Borstcrawlkursus.nl in the execution of the Agreement.

6.3 Borstcrawlkursus.nl accepts no liability for the transportation of the Participant, except in case of individual transportation by Borstcrawlkursus.nl itself or in case of intent or gross negligence of Borstcrawlkursus.nl. In such case, the Participant should contact the relevant carrier. Upon request of the Participant/Client, Borstcrawlkursus.nl will provide the name of the relevant carrier.

6.4 Without prejudice to the provisions of the preceding paragraphs of this article, any liability of Borstcrawlkursus.nl is limited to the amount for which compensation can be claimed under its (liability) insurance(s) in the relevant case.

6.5 The Participant / Client remains at all times (self) responsible for diet and medication use.

7 Client's Liability

7.1 The Client is jointly and severally liable for all damage that will arise for Borstcrawlkursus.nl and/or any third party as a direct or indirect consequence of an attributable shortcoming - including non-compliance with the code of conduct below - of the Participant.

7.2 The Client shall indemnify Borstcrawlkursus.nl against claims by third parties for compensation of damages resulting from or related to the use by the Participant of facilities and/or services under the Agreement.

7.3 The Client is responsible for providing the correct names, birth dates, and passport information of the Participant and any accompanying travelers. If the Participant or accompanying traveler is refused at customs or check-in due to incorrect information, Borstcrawlkursus.nl cannot be held liable for this.

8 Force Majeure/Change/Cancellation by Borstcrawlkursus.nl

8.1 In case Borstcrawlkursus.nl is wholly or partially prevented from fulfilling one or more obligations arising from the Agreement due to force majeure, Borstcrawlkursus.nl is entitled to offer an alternative of equal value or to terminate

the Agreement, without judicial intervention and without being obliged to pay any compensation to the Client.

8.2 Force majeure, as referred to in paragraph 1 of this article, also includes insufficient registrations for participation in a trip, at least 30 days before the trip. In the above cases, the organizer will immediately and no later than 14 days repay any amounts received. Costs incurred by the traveler for services that are not covered by the Agreement, such as vaccinations, visas, purchase of equipment, insurance, and if not included in the trip, flights, tickets, accommodation, etc., are not reimbursed.

8.3 Borstcrawlkursus.nl is never liable for transportation costs incurred if the Agreement is terminated.

8.4 The Client has no right to any (damage) compensation if Borstcrawlkursus.nl or the Client cancels the trip due to terrorism, natural disasters, travel warnings, contagious diseases, and strikes.

9 Cancellation by Client

9.1 Cancellation must be done in writing, with the postmark date serving as the reference date for the provisions in clause 2 of this article.

9.2 If a contract is cancelled, the Client will be liable, in addition to any reservation and other costs due, for the following cancellation fees:

- In case of cancellation up to 45 days prior to departure: the deposit
- In case of cancellation between the 45th and 20th day prior to departure: 75% of the total travel cost
- In case of cancellation within 20 days prior to departure: 100% of the total travel cost

9.3 In case of cancellation, the Client is entitled to substitute another person in his/her place, subject to an administration fee of € 25.

10 Lost and Found Items

10.1 Lost and found items will be kept by Borstcrawlkursus.nl for two weeks after the end of a trip. After this period, Borstcrawlkursus.nl is entitled to transfer these items.

11 Participant Insurance

11.1 Client and/or Participant is required to take out travel and accident insurance with sports coverage for Participant during the period of the trip.

11.2 Client is responsible for verifying the booking confirmation, invoice, and policy for accuracy of personal information and whether the desired travel and/or cancellation insurance has been/will be taken out in accordance with the preferences indicated by Client on the Registration Form. Borstcrawlkursus.nl accepts no liability for any inaccuracies on the booking confirmation, invoice, or policy.

12 Air Transport

12.1 If the Sports Camp is booked including air travel, the General Terms and Conditions of the respective airline shall also apply.

12.2 Borstcrawlkursus.nl cannot be held liable in any way for flight delays or cancellations, as well as refusal of boarding by the airline.

Delays in (Public) Transport

12.3 If delays occur due to force majeure, such as traffic congestion, at sea or in the air, strikes or weather conditions, and connecting (public) transport is not possible, Borstcrawlkursus.nl can never be held liable for the resulting costs.

12.4 In the event of delays as described in Article 12.1, Borstcrawlkursus.nl reserves the right to adjust the program. No refunds will be given.

13. Delays in (public) transport

13.1 If force majeure, such as traffic on the road, at sea or in the airspace, strikes or weather conditions, delays occur and subsequent (public) transport is not possible, Borstcrawlkursus.nl can never be held liable for the resulting costs.

13.2 If delays occur as described in article 16.1, Borstcrawlkursus.nl reserves the right to adjust the program. No refund will be made.

14 Warranty provisions merchandise articles

14.1 Borstcrawlkursus.nl provides a 6-month warranty on material and construction defects on its merchandise products under normal use and maintenance. Wear and tear due to intensive use are not covered by the warranty. Any postage or transportation costs are for the customer's account.

15 Applicable law, interpretation and disputes

15.1 Dutch law exclusively applies to the Agreement and all agreements arising from it.

15.2 The (English) translation of the General Terms and Conditions ('Terms and Conditions') is for information purposes only and has no legally binding status; the Dutch version shall prevail in all cases.

15.3 Any disputes arising from the Agreement or agreements arising from it between the parties shall be settled by the competent court of The Hague.

General Terms & Conditions Mijzwemcoach:

Applicable to course participants

1. Registration

Mijzwemcoach.nl is an initiative of the Royal Dutch Swimming Federation (KNZB). By registering for a course or clinic of Mijzwemcoach, you agree to these general terms and conditions. After registration and payment, you will receive a confirmation of participation by email. The following conditions apply to the courses and clinics of Mijzwemcoach:

1.1. Minimum number of participants

The minimum number of participants for a course or clinic is 3 people. If less than 3 participants have registered, the course on the specified date will not take place, and an appropriate solution will be sought:

1. The participant can participate in a course/clinic at a different location or time.
2. The participant will be refunded their participation fee.

1.2. Maximum number of participants

To ensure quality, there is a maximum number of 12 registrations per course.

Registrations are processed in order of registration on the Mijnzwecoach website.

It is possible that the course or clinic is fully booked and no longer available for booking. In exceptional situations, overbooking may occur. In that case, we will contact you to discuss alternatives.

For various course locations, a partner organization is used to organize and provide the lessons. They follow the KNZB methodology and provide the course according to the strict KNZB guidelines and conditions.

If you take a course at a location where a partner organization is active, your contact details will be shared and may be used only for matters related to the execution of the KNZB offering. This may include contacting you if a lesson is cancelled or a substitute trainer is assigned. On the website, the relevant courses that are provided by a partner organization are indicated. By completing the registration, you agree to the sharing of your contact details (name and email address).

2. Payment

Payment for a Mijnzwecoach activity is always made through available online payment methods, prior to the course or clinic. Registration is final after successful payment.

3. Age

The minimum age for participation in a course and/or clinic of Mijnzwecoach is 18 years.

4. Liability

The clinics and courses are given by a certified trainer from the KNZB. The trainer cannot be held liable for any injuries or damages that occur during or after the course/clinic, unless there is intent or conscious recklessness on the part of the KNZB. Participation in clinics and courses of the KNZB is entirely at your own risk. If liability is accepted, the liability is limited to the amount that the insurer pays in the given case. The trainer is not liable towards you. The KNZB is not liable for the failure to achieve the desired results of your training. The KNZB and its trainers are solely bound to an obligation of effort.

5. Right of withdrawal

By accepting these general terms and conditions when purchasing a course and/or clinic, you waive the right of withdrawal. It is therefore not possible to cancel the purchase of a course and/or clinic.

6. Force majeure

Mijnzwemcoach is not obliged to fulfill any obligation if they are hindered from doing so due to circumstances that are not attributable to fault, and that are not covered by the law, a legal act, or prevailing views in society. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Mijnzwemcoach has no control, but which prevent Mijnzwemcoach from fulfilling the obligation.