

# **General Terms and Conditions BRESS B.V.**

**1 July 2026**

## **1. General**

1.1 These general terms and conditions apply to all agreements, memberships, activities and services of BRESS B.V. (hereinafter: "BRESS").

1.2 BRESS is located at Nieuwe Inslag 99, 4817 GN in Breda and registered with the Chamber of Commerce under number 20142942.

1.3 By purchasing a membership, buying a day pass or participating in BRESS activities, the user declares to agree to these general terms and conditions.

1.4 BRESS offers sports facilities, activities and services to students, employees and other users. Access and options may vary per membership type.

1.5 BRESS reserves the right to amend these general terms and conditions. The most current version is always available on the BRESS website.

1.6 In cases not covered by these terms and conditions, BRESS will decide.

1.7 If any provision of these terms and conditions proves to be invalid or unenforceable, the remaining provisions shall remain fully in force.

1.8 All official communication from BRESS, including these general terms and conditions, website, app and correspondence, is in English.

## **2. Membership & access**

2.1 Use of BRESS facilities and participation in activities is only possible with a valid membership or a valid day pass.

2.2 Membership is strictly personal and non-transferable. Misuse may result in temporary or permanent denial of access, without the right to a refund.

2.3 The membership is valid from the moment of activation and runs for the chosen period.

2.4 BRESS offers various membership types. The content, duration and price may differ per membership type.

2.5 Access to facilities, activities and sports partners may depend on the type of membership.

2.6 BRESS may request a valid proof of enrolment, employee status or other relevant information to determine the membership type. For students — including MBO students and secondary school students aged 16 and older — a valid proof of enrolment is required showing the student name and a date from the current school year.

2.7 Anyone who takes out a membership during their time as a student and never cancels it, retains the student price for life, subject to the annual price indexation as described in article 3.10.

2.8 Members are responsible for the correct use of their account and/or access method (such as pass, app or QR code). Any loss or misuse must be reported to BRESS as soon as possible.

2.9 BRESS reserves the right to charge a replacement fee in the event of loss or damage to an access method.

2.10 BRESS may in exceptional cases refuse or restrict access to (parts of) the facilities, for example due to crowding, maintenance or safety considerations.

## **3. Registration & payment**

3.1 Registering for a membership or day pass can only be done online via the BRESS website or the BRESS app. All registrations and membership management are handled through GetGrib, the digital system of BRESS. Purchase at the reception is not possible.

3.2 Membership is paid via direct debit. Upon purchase, a one-time bridging fee is charged for the period from the purchase date up to and including the 24th of the current month. From the 25th of the month onwards, the membership fee is collected monthly in advance,

always on the 25th for the upcoming month. By entering into a membership, the user grants BRESS a mandate to automatically collect these amounts.

3.3 In the event of a failed direct debit, access to BRESS will be blocked immediately until the outstanding amount has been paid. Payment can be made by visiting BRESS in person or by contacting BRESS.

3.4 After payment and activation of the membership, the user receives an access method (QR code in the app). This access method is personal and may not be shared.

3.5 In the event of a long-term injury or relocation outside the region, a member may submit a request to BRESS for temporary suspension or early termination of the membership. BRESS assesses each request individually and reserves the right to request supporting evidence, such as a doctor's statement for injury or proof of change of address for relocation.

3.6 Students and employees may be asked to provide supporting documents upon registration, such as proof of enrolment with name and date from the current school year, or proof of employee status.

3.7 For memberships taken out through external parties, such as bedrijfsfitness.nl, additional terms and conditions of that party may apply. The general terms and conditions of BRESS remain in force in all cases for the use of the facilities.

3.8 Any additional costs such as administration fees or collection costs due to late payment are at the expense of the user.

3.9 A chargeback (reversal of a collected amount via the bank) is treated as a failed direct debit. In the event of a chargeback, access to BRESS will be blocked immediately until the outstanding amount has been paid. Payment can be made by visiting BRESS in person or by contacting BRESS.

3.10 BRESS reserves the right to index membership prices annually as of 1 August. Members will be notified in a timely manner prior to the effective date of the price change.

3.11 Minor members (aged 16 and 17) must add a parent or legal guardian during registration via GetGrib. By entering into the membership, they declare that consent has been obtained from the parent or legal guardian.

## **4. Cancellation**

4.1 Cancellation of a membership can only be done by visiting BRESS in person. Upon cancellation, the member must sign a cancellation form and provide a reason for cancellation. The following notice period rules apply: if the membership is cancelled on or before the 22nd of the month, the direct debit on the 25th of that same month is the final payment and the following month is the last month of membership. If the membership is cancelled from the 23rd of the month onwards, a direct debit is still processed on the 25th of that same month, followed by one more direct debit on the 25th of the next month. The month after that final direct debit is then the last month of the membership.

4.2 For a standard membership with a minimum term of 12 months, cancellation is free of charge after the first 12 months. After the minimum term, the membership is automatically renewed on a month-to-month basis until it is cancelled.

4.3 For a Flex membership, cancellation is free of charge after the first month. The membership is automatically renewed on a month-to-month basis until it is cancelled.

4.4 ESN memberships have a minimum term of 6 months, after which cancellation is free of charge.

4.5 Upon cancellation, the membership remains active until the end of the current payment period. Amounts already paid will not be refunded.

4.6 BRESS reserves the right to terminate a membership with immediate effect in the event of serious or repeated misconduct, fraud, misuse of the membership or violation of the general terms and conditions. In such cases, no refund will be made of amounts already paid.

## **5. Use of facilities & conduct**

5.1 Members and visitors must use BRESS facilities carefully and in accordance with staff instructions. Improper use of materials and/or equipment is not permitted.

5.2 It is prohibited to use equipment or facilities if one is not familiar with them. Staff can provide instruction on correct use.

5.3 Use of the facilities under the influence of alcohol, drugs, medication or other prohibited substances is not permitted.

5.4 Smoking is not permitted anywhere on BRESS premises. The sports centre is a smoke-free zone.

5.5 Members are responsible for their personal belongings. BRESS is not liable for loss or theft of clothing, materials or other personal possessions.

5.6 Members and visitors must treat each other with respect and follow staff instructions. Inappropriate behaviour may result in temporary or permanent denial of access.

5.7 Members may bring their own food and drinks for personal use, but selling or offering these as a commercial activity is not permitted.

5.8 Animals are not permitted in the sports centre, unless explicitly allowed by BRESS.

5.9 BRESS reserves the right to charge costs for repair or compensation in the event of repeated or serious violation of the rules.

## **6. Reservations & activities**

6.1 Reservations for fitness, group classes and team sports can be made via the BRESS app. Members use their personal QR code in the app to check in at the entrance.

6.2 For other facilities or rented spaces, the reservation must always be reported to reception in advance. Without notification at reception, access cannot be granted.

6.3 Members must check in when entering the sports centre or when participating in activities, so that attendance and usage are correctly registered.

6.4 Advance reservation is mandatory for fitness group classes and team sports. Participation may be refused without a reservation.

6.5 Day passes can be purchased online for €7.50 and can be used on any day of your choice. A day pass gives access to all facilities BRESS offers on that day, including fitness, group classes and team sports.

6.6 Some facilities or activities may require an additional contribution or fee, for example when renting (external) locations or special materials. This will be clearly stated upon request.

6.7 Some activities require a minimum number of participants. BRESS will communicate in a timely manner if an activity is cancelled due to insufficient registrations.

6.8 BRESS will endeavour to arrange a replacement in the event of absence of teachers or instructors. If this is not possible, no refund will be made for missed classes, unless BRESS decides otherwise.

6.9 Outdoor sports activities may be cancelled due to weather conditions. BRESS will communicate this as soon as possible via the available communication channels.

6.10 By participating, participants consent to photos or videos being taken during activities for promotional purposes, unless they object to this with BRESS.

6.11 BRESS reserves the right to change activities, times or locations if necessary for the organisation, safety or quality of the sports offering. Members will be informed of this in a timely manner.

## **7. Cancellations & no-show**

7.1 Members can cancel their reservations for fitness group classes, team sports or other activities via the BRESS app or by calling reception.

7.2 For cancellations that are not communicated in time (no-show), BRESS may charge costs or restrict participation in future activities.

7.3 If an activity is cancelled by BRESS, for example due to insufficient participants, absence of an instructor or unforeseen circumstances, this will be communicated in a timely manner via the usual channels. Payments for such activities will be settled or refunded on a pro-rata basis.

7.4 It is the responsibility of members to stay informed of their reservations and any changes to the programme via the app, website or notices in the sports centre.

7.5 Het is de verantwoordelijkheid van de leden om op de hoogte te blijven van hun reserveringen en eventuele wijzigingen in het programma via de app, website of mededelingen in het sportcentrum.

## **8. Changes & offering**

8.1 BRESS reserves the right to adjust the sports offering, opening hours, facilities and activities if necessary for organisation, safety, maintenance or quality.

8.2 BRESS opening hours may differ during public holidays. In July and August, BRESS operates on a summer schedule with adjusted opening hours. Current opening hours are always available on the website and the BRESS app.

8.3 Changes may for example consist of:

8.3.1 Adjustment of group classes or team sports

8.3.2 Changes to opening hours or closures

8.3.3 Temporary or permanent changes to access rules or facilities

8.4 Members will be informed of changes in a timely manner via the app, website, email or notices in the sports centre.

8.5 No rights can be derived from the published sports and activities programme. BRESS will endeavour to follow the schedule as closely as possible but reserves the right to make changes.

8.6 Members are not entitled to compensation or refund in the event of changes to the offering.

## **9. Liability & safety**

9.1 Participation in activities and use of BRESS facilities is at the member's own risk. Members must wear appropriate sportswear, sports shoes and any necessary protective equipment.

9.2 BRESS is not liable for injuries, wounds or damage arising during or as a result of the use of facilities or participation in activities, fitness, group classes, squash or team sports, unless there is intent or gross negligence on the part of BRESS.

9.3 Members are responsible for their personal belongings. BRESS is not liable for loss, theft or damage to clothing, materials or other personal possessions.

9.4 In the event of damage to facilities, equipment or materials caused by members or visitors, BRESS reserves the right to charge the costs of repair or replacement to the person responsible.

9.5 Members must follow staff instructions and the safety rules in the sports centre. Inappropriate behaviour or violation of safety regulations may result in temporary or permanent denial of access.

9.6 BRESS ensures a safe environment and adequate first aid provisions. Members must immediately report any incidents or accidents to staff.

## **10. Privacy & data**

10.1 BRESS processes personal data of members, tenants and visitors in accordance with the General Data Protection Regulation (GDPR) and other applicable legislation. BRESS only processes personal data that is necessary for the performance of its services.

10.2 Personal data is processed for the following purposes:

10.2.1 Entering into and executing memberships and agreements

10.2.2 Managing reservations, check-ins and occupancy rates

- 10.2.3 Communication about activities, sports offering, events and changes
- 10.2.4 Sending newsletters and marketing communications, only after explicit consent from the data subject (opt-in)
- 10.2.5 Safety, monitoring and access to the sports centre
- 10.3 For the above purposes, BRESS may process the following personal data, among others:
  - 10.3.1 Name, date of birth, gender and contact details (address, phone number, email)
  - 10.3.2 Membership type, payment details (such as IBAN for direct debit) and reservation information
  - 10.3.3 School or employee status, student/employee number and proof of enrolment
  - 10.3.4 Reservation and usage history (such as date/time of reserving, cancelling and checking in and out)
  - 10.3.5 Photo or image of the person, for verification upon access and use of facilities
  - 10.3.6 Information on how a member came into contact with BRESS and any previous membership
- 10.4 BRESS processes personal data on the basis of the following legal grounds:
  - 10.4.1 Consent of the data subject (for example for marketing and visual material)
  - 10.4.2 Necessity for the performance of an agreement
  - 10.4.3 Legitimate interest, such as identity verification, safety and optimising the sports offering
- 10.5 During activities and events, photos and videos may be taken for promotional purposes (website, social media, print and narrowcasting). Members can object to the use of visual material via reception or via [info@bress.nl](mailto:info@bress.nl).
- 10.6 BRESS does not retain personal data longer than necessary for the purposes for which it was collected, in compliance with statutory retention periods. In practice, this means among other things:
  - 10.6.1 Member data: for the duration of the membership and thereafter for a maximum of 7 years for administrative purposes
  - 10.6.2 Data of activity participants: maximum 1.5 years
  - 10.6.3 Marketing data: until withdrawal of consent
- 10.7 BRESS only shares personal data with third parties if this is necessary for the performance of its services or to comply with a legal obligation. Appropriate agreements are made with parties that process personal data on behalf of BRESS to ensure security. A data processing agreement has been concluded with GetGrib, the digital system through which BRESS processes registrations and membership management.
- 10.8 BRESS takes appropriate technical and organisational measures to protect personal data against loss, misuse or unauthorised access. Only authorised personnel have access to personal data.
- 10.9 Members and other data subjects have the right to access, correct and delete their personal data, to the extent possible within statutory retention periods. Requests can be submitted via [info@bress.nl](mailto:info@bress.nl) or by phone on 076 – 521 5453.
- 10.10 Parents or legal guardians of minor members (aged 16 and 17) have the right to contact BRESS for access, correction or deletion of their child personal data. Requests can be submitted via [info@bress.nl](mailto:info@bress.nl) or by phone on 076 – 521 5453.
- 10.11 Members are themselves responsible for the accuracy of their personal data and for the confidential use of their account and access methods (such as QR code or pass).

## **11. Miscellaneous provisions**

- 11.1 BRESS is not liable for damage or loss of use resulting from force majeure, including natural disasters, pandemics, government measures, technical failures or other circumstances beyond the control of BRESS.

11.2 BRESS reserves the right to amend or supplement these general terms and conditions. The most current version is always available on the website and in the sports centre. Members will be informed of important changes via the app, email or notices in the sports centre.

11.3 Dutch law applies to all agreements and memberships of BRESS. Disputes arising from these terms and conditions or the execution of agreements will first be attempted to be resolved through mutual consultation. If this is not successful, disputes will be submitted to the competent court in Breda.

11.4 If any provision of these terms and conditions proves to be invalid or unenforceable, the remaining provisions shall remain fully in force. BRESS will in that case establish a replacement provision that aligns as closely as possible with the original intention.

11.5 Members must pass on any relevant terms and conditions or arrangements to fellow visitors or participants with whom they undertake activities, so that they are also aware of the rules and obligations.

## **12. Rental of facilities**

12.1 Renting spaces, courts or facilities at BRESS always takes place in consultation with a BRESS staff member.

12.2 For each rental, a separate rental agreement is drawn up, in which all specific terms, costs, deposit and arrangements are recorded.

12.3 Members or third parties may only use the rented space or facility after signing the rental agreement and any payment of the deposit or rental price.

12.4 BRESS reserves the right to refuse or cancel a rental agreement if the tenant does not comply with BRESS rules, fails to pay on time or cannot provide required permits.

12.5 Any additional terms and conditions that specifically apply to the rental of spaces, facilities or events are included in the rental agreement and always take precedence over the general membership terms and conditions.