

GENERAL TERMS AND CONDITIONS SPORTSTARZ AQUATICS

1. Definitions

1.1 In these general terms and conditions, hereinafter referred to as "Terms and Conditions", the following definitions apply:

1.2 "Participant": the natural person who, under the Agreement between SportstarZ Aquatics VOF and the Client, participates in and makes use of the services provided by SportstarZ Aquatics.

1.3 "Registration Form": the form that is part of the SportstarZ Aquatics website or a directly linked page of SportstarZ Aquatics.

1.4 "Client": the natural or legal person who enters into the Agreement with SportstarZ Aquatics and has accepted the general terms and conditions. The Client must be of legal age.

1.5 "Agreement": an agreement between SportstarZ Aquatics and the Client regarding one or more services to be provided by SportstarZ Aquatics for the benefit of the Client and Participant.

1.6 "Travel Sum": the total amount for services to be provided by SportstarZ Aquatics under the Agreement with the Client, including VAT, excluding any optional flexible cancellation arrangements.

1.7 SportstarZ Aquatics, operating under the trade name SportstarZ Aquatics VOF, located in Hoogerheide (NL), hereinafter referred to as "SportstarZ Aquatics".

1.8 "Sports Camp": the product offered by SportstarZ Aquatics.

1.9 "Bike Rental Provider": the natural or legal person responsible for the rental or loan of bicycles.

2. Applicability

2.1 These Terms and Conditions apply to all offers, order confirmations, and resulting or related agreements or supplementary agreements issued by SportstarZ Aquatics.

2.2 The applicability of any general (or specific) terms or conditions of the Client is expressly rejected by SportstarZ Aquatics.

2.3 Deviations from or additions to the Agreement or these Terms and Conditions are only valid if agreed upon in writing by SportstarZ Aquatics.

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

2.5 If any provision of these Terms and Conditions is deemed inapplicable or contrary to public order or law, only that specific provision shall be considered void, and the remaining provisions shall remain fully effective.

3. Formation of the Agreement

3.1 All offers made by SportstarZ Aquatics are non-binding and subject to availability, unless explicitly agreed otherwise.

3.2 The Agreement is formed once the Client has completed and submitted the Registration Form, or has agreed in writing (e.g., via email) to our written offer. For online registrations, a 7-day cooling-off period applies due to distance selling regulations. During this period, the registration may be cancelled free of charge and without reason, provided it is done in writing.

3.3 Registrations are processed in order of receipt of the first payment. If the maximum number of participants for the relevant sports camp has been reached, the registration will not be processed.

4. Payment

4.1 A deposit (45% of the travel sum) must be paid immediately upon receipt of the reservation confirmation from SportstarZ Aquatics. The second payment (55% of the travel sum) must be made no later than 45 days before the first day of the sports camp.

4.2 For reservations made less than 45 days before the start of the sports camp, full payment must be made within 7 days of receiving the reservation confirmation, but no later than the start of the camp.

4.3 If timely payment is not made in full or in part, the Client is in default by operation of law, without the need for a formal notice of default.

4.4 In case of late payment, SportstarZ Aquatics reserves the right to cancel the Agreement, and the Client will be liable for cancellation costs.

5. Instructions and Code of Conduct

5.1 The Participant is required to follow all reasonable instructions from SportstarZ Aquatics to ensure proper execution of the Agreement. The Participant must also respect the code of conduct that SportstarZ Aquatics expects to be followed during the stay at accommodations under the Agreement.

5.2 A Participant who causes or may cause nuisance or disturbance to such an extent that proper execution of the Agreement is seriously hindered may be excluded by SportstarZ Aquatics from (continuing) the trip/camp. All resulting costs and damages are the responsibility of the Participant. No refund will be given.

5.3 If SportstarZ Aquatics reasonably expects that a Participant may cause nuisance, disturbance, or hindrance to such an extent that proper execution of the Agreement could be seriously impeded, SportstarZ Aquatics reserves the right to cancel the Agreement. No refund will be given.

5.4 The Participant (or the Client in case of a minor) agrees that during the "Sports Camp", staff members of SportstarZ Aquatics may take photos and/or videos in which the Participant may be recognizably depicted. SportstarZ Aquatics may use these images for professional publications, magazines, promotional purposes, etc.

See also Article 14.

5.5 Participants are not allowed to leave the sports camp without supervision.

6. Liability of SportstarZ Aquatics

6.1 All luggage and other personal belongings remain at the risk of the Participant/Client at all times. Except in cases of damage caused by intent or deliberate recklessness by SportstarZ Aquatics, the company accepts no liability for damage to (valuable) items, luggage, or other personal belongings of the Participant, whether or not entrusted to the staff of SportstarZ Aquatics, resulting from theft, loss, or damage.

6.2 SportstarZ Aquatics accepts no liability for damages that are covered by travel and accident insurance or by third-party (liability) insurance policies involved in the execution of the Agreement.

6.3 Except in cases of individual transport provided directly by SportstarZ Aquatics or in cases of intent or gross negligence, SportstarZ Aquatics accepts no liability for the transportation of Participants. In such cases, the Participant must contact the relevant carrier. Upon request, SportstarZ Aquatics will provide the name of the carrier.

6.4 SportstarZ Aquatics accepts no liability for damage to rented bicycles resulting from theft, loss, or damage. The Client is jointly and severally liable for any damage to bicycles rented through SportstarZ Aquatics.

6.5 Without prejudice to the provisions of the preceding paragraphs, any liability of SportstarZ Aquatics is limited to the amount covered by its applicable (liability) insurance policy.

6.6 The Participant/Client remains fully responsible at all times for dietary requirements and medication use.

7. Liability of the Client

7.1 The Client is jointly and severally liable for all damages incurred by SportstarZ Aquatics and/or any third party as a direct or indirect result of a culpable breach—including failure to comply with the code of conduct — by the Participant.

7.2 The Client shall indemnify SportstarZ Aquatics against claims from third parties for compensation of damages arising from or related to the Participant's use of facilities and/or services under the Agreement.

7.3 The Client is responsible for providing accurate names, dates of birth, and passport details. If a Participant or fellow traveler is denied entry at customs or check-in due to incorrect information, SportstarZ Aquatics cannot be held liable.

8. Force Majeure / Changes / Cancellation by SportstarZ Aquatics

8.1 If SportstarZ Aquatics is wholly or partially unable to fulfill one or more obligations under the Agreement due to force majeure, it is entitled to offer an alternative deemed equivalent or to terminate the Agreement in whole or in part without judicial intervention, without being liable for 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/camp.

8.3 SportstarZ Aquatics is never liable for transportation costs incurred if the Agreement is terminated.

8.4 The Client is not entitled to any (damage) compensation if SportstarZ Aquatics or the Client must cancel the trip due to terrorism, natural disasters, travel advisories, infectious diseases, or strikes.

9. Cancellation by the Client

9.1 Cancellations must be made in writing, with the postmark date serving as the reference date for the provisions in paragraph 2 of this article.

9.2 If an Agreement is cancelled, the Client is liable for the following cancellation fees in addition to any reservation and other costs:

- Cancellation up to 45 days before departure: the deposit
- Cancellation between the 45th and 20th day before departure: 75% of the travel sum
- Cancellation within 20 days before departure: 100% of the travel sum

9.3 In case of cancellation, the Client is entitled to substitute another person in their place. An administration fee of €25 will be charged.

10. Lost and Found

10.1 Lost items will be kept by SportstarZ Aquatics for three weeks after the end of the trip/camp. After this period, SportstarZ Aquatics is entitled to dispose of these items.

11. Participant Insurance

11.1 The Client is required to arrange valid travel and accident insurance with sports coverage for the Participant for the entire duration of the sports camp. This insurance must cover at least medical expenses, accidents, repatriation, and assistance.

11.2 The Client is responsible for verifying the accuracy of personal details on the booking confirmation, invoice, and insurance policy, and for ensuring that the desired travel and/or cancellation insurance has been arranged in accordance with the preferences indicated on the Registration Form. SportstarZ Aquatics accepts no liability for any inaccuracies in these documents.

11.3 Participants from other EU countries must possess a valid European Health Insurance Card (EHIC), which entitles them to necessary medical care during their stay in the Netherlands. Dutch participants usually have this integrated into their health insurance card.

11.4 SportstarZ Aquatics reserves the right to refuse participation if proof of valid insurance and/or EHIC cannot be presented at the start of the camp.

12. Bicycle Rental

12.1 The Participant must always use the bicycle in a normal and proper manner.

12.2 Bicycles must be parked in designated areas and locked with a chain lock.

12.3 The Participant/Client is responsible for and must pay any fines or legal costs incurred by the Participant during the bicycle rental period.

12.4 The Participant must not use the bicycle in conditions or areas unsuitable for its use, such as stairs, steep slopes, multi-sport courts, etc.

12.5 In case of loss, theft, accident, or other relevant incidents, the Participant must notify the Bike Rental Provider and SportstarZ Aquatics within 2 hours and, if applicable, provide a copy of a relevant report or police declaration of loss or theft.

12.6 The Participant must return the rented equipment to the Bike Rental Provider in the same condition as it was received.

12.7 If applicable, the Participant/Client must pay the following penalties for non-compliance:

- In case of unauthorized use resulting in theft: €400
- In case of loss or damage to anti-theft devices, keys, or locks: €35 to €400 depending on the value of the accessory
- In case of damage: up to €400 depending on the actual damage caused

12.8 If transportation during the Sports Camp is (partly) by bicycle, the Client declares that the Participant has basic cycling skills. The Client/Participant is solely responsible for their physical and mental fitness for the activities, including any issues due to illness, medication, or disability that may affect their safety.

12.9 The Participant is personally responsible for complying with traffic regulations.

12.10 Neither the Bike Rental Provider nor SportstarZ Aquatics can be held liable for compensation resulting from accidents, damage, consequences, or harm caused, including normal or improper use of the bicycles, or damage to third-party persons or property, or loss of personal belongings during the rental period.

13. Kids Paintball

13.1 Kids Paintball can be played from the age of 8.

13.2 The mask must be worn on the face throughout the game while on the field, even if there are issues with the mask.

13.3 No shooting is allowed at individuals who, against the rules, are not wearing their mask.

13.4 Do not attempt to fix mask issues yourself; report them immediately to the game leader.

13.5 The playing field may only be exited with the weapon via the designated weapon

return point.

13.6 Weapons must not be loaded or fired in the weapon return area.

13.7 Weapons must not be loaded or fired outside the playing field.

13.8 Shooting must stop immediately after the clearly audible end signal.

13.9 A minimum safety distance of 5 meters must be maintained before shooting at someone.

13.10 Weapon issues must be reported immediately to Mr. C. Swanen, Mr. R. van Gastel, or a person appointed by them.

13.11 Participants are responsible for wearing appropriate clothing and footwear. Overalls to protect against dirt can be rented optionally but do not guarantee cleanliness.

13.12 The entire game is played at the Participant's/Client's own risk.

13.13 At least one adult must accompany the group into the forest to record scores. The game leader remains at the field entrance to resolve urgent issues with masks, weapons, or other matters.

13.14 SportstarZ Aquatics, Kampeerboerderij 't Uilenest, and Party-alarm are not liable for any injuries of any kind resulting from participation in the kids paintball game.

14. WinnerCam (Video Analysis)

14.1 Click [here](#) for the general terms and privacy policy of WinnerCam.

15. Air Travel

15.1 If the Sports Camp is booked including air travel, the general terms and conditions of the respective airline also apply.

15.2 SportstarZ Aquatics cannot be held liable for flight delays, cancellations, or denied boarding by the airline.

16. Delays in (Public) Transport

16.1 In case of delays due to force majeure, such as traffic congestion, strikes, or weather conditions, resulting in missed connections, SportstarZ Aquatics cannot be held liable for any resulting costs.

16.2 In such cases, SportstarZ Aquatics reserves the right to adjust the program. No refunds will be issued.

17. Merchandise Warranty

17.1 SportstarZ Aquatics offers a 6-month warranty on material and construction defects for merchandise products under normal use and maintenance. Wear and tear from intensive use is not covered. Any shipping or transport costs are the responsibility of the customer.

18. Flexible Cancellation Policy

18.1 Upon registration, the Client may opt for the Flexible Cancellation Policy at a surcharge of 5.5% of the travel sum.

18.2 This policy entitles the Client to a 100% refund of camp costs (excluding booking fees and the surcharge of the Flexible Cancellation Policy) in case of cancellation due to:

- Illness or accident of the Participant (with a doctor's certificate)
- Death of a direct family member (1st or 2nd degree)
- Serious illness or life-threatening condition of a family member (1st or 2nd degree)
- Accident or hospitalization of a family member (1st or 2nd degree)

18.3 Cancellation under this policy must be submitted in writing with relevant documentation within 5 working days of the incident.

18.4 The policy is only valid if selected during registration and the surcharge has been paid.

18.5 This policy is a commercial service offered by SportstarZ Aquatics and not an insurance policy. No insurer is involved.

18.6 The standard cancellation terms in Article 9 remain applicable for participants who do not opt for this policy.

18.7 SportstarZ Aquatics reserves the right to determine whether a situation qualifies as serious based on the submitted information. This assessment is binding and will not be further explained.

19 VZR Garant

19.1 In order to meet its statutory obligation to provide a guarantee, SportstarZ Aquatics VOF makes use of the guarantee scheme provided by VZR Garant (www.vzr-garant.nl/en). You can check that this is the case by visiting VZR Garant's website and verifying that the organisation is listed as a participant. VZR

Garant's guarantee applies within the limits of its Guarantee Scheme (which can be found on VZR

Garant's website). The Guarantee Scheme specifies the exact (travel) offering to which VZR Garant's

guarantee applies and what the guarantee entails. If services are not provided due to the financial

insolvency of SportstarZ Aquatics VOF, you can contact VZR Garant, which has its offices at Torenallee 20,

5617 BC Eindhoven, Netherlands, by sending an email to info@vzr-garant.nl or calling +31 (0)85 1307 630.

20. Applicable Law, Interpretation, and Disputes

20.1 Dutch law exclusively applies to the Agreement and all resulting agreements.

20.2 The (English) translation of the Terms and Conditions is for informational purposes only and has no legal status; the Dutch version shall prevail in all cases.

20.3 The (German) translation of the Terms and Conditions is for informational purposes only and has no legal status; the Dutch version shall prevail in all cases.

20.4 All disputes arising from the Agreement or related agreements shall be settled by the competent court in Bergen op Zoom.

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