

Participation Terms Kansrijk Brandevoort

Article 1 – What is Kansrijk Brandevoort?

1. Kansrijk Brandevoort is an initiative by and for residents of the Brandevoort neighbourhood in Helmond.
2. Kansrijk Brandevoort has no separate legal personality and is not a foundation, association or business.
3. The name Kansrijk Brandevoort is used as a collective name for activities and initiatives organised by participating residents, volunteers and, where applicable, partner organisations.
4. Kansrijk Brandevoort has no members or governing board in the legal sense, unless expressly organised otherwise in the future.
5. In these terms, organiser means the resident, volunteer, group of residents or partner organisation responsible for organising or carrying out a specific activity.
6. Participant means any person taking part in an activity, meeting or other initiative offered under the name Kansrijk Brandevoort.
7. Activity means any gathering, meal, bicycle ride, guided tour, training session, course, practical assistance or other activity organised under the name Kansrijk Brandevoort.

Article 2 – Scope of application

1. These terms apply to activities organised under the name Kansrijk Brandevoort, unless different terms expressly apply to a particular activity.
2. For each activity, the organiser or partner organisation carrying it out may be identified.
3. If an activity is organised or carried out by an independent organisation, foundation, association, business operator or other third party, that party's terms may apply in addition to or instead of these terms.
4. By registering for an activity for which advance registration is required, the participant confirms that they have had the opportunity to read these terms.
5. For drop-in activities, these terms apply insofar as they are relevant to the nature of the activity.
6. These terms do not restrict the statutory rights of participants or consumers.

Article 3 – Nature and purpose of the initiative

1. Kansrijk Brandevoort aims to bring Brandevoort residents together and support activities that encourage social interaction, participation, mutual assistance and the quality of life in the neighbourhood.
2. Activities are organised primarily by residents and volunteers.
3. As a rule, residents and volunteers contribute their time without remuneration and to the best of their ability.
4. Offering an activity does not mean that Kansrijk Brandevoort provides professional services.
5. Participation in activities is voluntary.

Article 4 – Registration and participation

1. Advance registration is not required for drop-in activities unless stated otherwise.
2. Where registration is required, it can be completed through the website, by email or by telephone.
3. Registration is final once it has been confirmed, unless otherwise stated for the activity.
4. If places are limited, participants may be admitted in order of registration or according to another procedure announced in advance.
5. An organiser may refuse or terminate participation if:
 - the maximum number of participants has been reached;
 - safe participation is not reasonably possible;
 - a participant seriously or repeatedly fails to comply with reasonable instructions;
 - a participant's behaviour endangers the safety or well-being of others.
6. Depending on the activity, minors may be required to have the consent or supervision of a parent or legal guardian.

Article 5 – Costs and payment

1. Kansrijk Brandevoort offers both free and paid activities.
2. Any costs will be stated in advance in the activity information.
3. Where necessary, it will also be stated to whom payment must be made and who is responsible for the activity concerned.
4. Payment to an organiser, venue or partner organisation does not make Kansrijk Brandevoort a separate legal entity or business.
5. Payment must be made in the manner indicated for the activity.
6. If an activity is organised or provided by an external party, payment may be made directly to that party, and that party's payment and cancellation terms may apply.

Article 6 – Cancellation by the participant

1. If a participant cannot attend an activity for which advance registration was required, they are asked to notify the organiser as soon as possible.
2. No cancellation fees are charged for free activities.
3. For paid activities, whether refunds are available and under what conditions will be stated in advance.
4. If specific costs have demonstrably been incurred for a participant and cannot be recovered after cancellation, those costs may remain payable by the participant, insofar as this is reasonable and permitted by law.
5. Consumers' statutory rights continue to apply where a consumer contract exists.

Article 7 – Changes to or cancellation of activities

1. An organiser may change, reschedule or cancel an activity where there are reasonable grounds to do so.
2. This may occur, for example, because of insufficient participants, illness or unavailability of volunteers, bad weather, unsafe conditions, loss of access to a venue or other circumstances that make it impossible or irresponsible to proceed.
3. Where participants' contact details are available, efforts will be made to inform them of any significant change or cancellation as soon as possible.
4. If a paid activity is cancelled in full, it will be made clear who will refund any participation fee already paid and under what conditions.
5. Participants' additional expenses will not automatically be reimbursed, except where they are entitled to reimbursement under the law or a separate agreement.

Article 8 – Conduct and safety

1. Participants must follow reasonable instructions given by organisers, volunteers, supervisors and venue managers.
2. Participants, volunteers and organisers are expected to treat one another with respect.
3. Discrimination, harassment, aggression, threats, sexually inappropriate behaviour and other serious misconduct will not be tolerated.
4. An organiser or supervisor may exclude someone from further participation where this is reasonably necessary for safety or the orderly conduct of the activity.
5. Participants are responsible for providing relevant information if a physical or other limitation could affect their ability to participate safely.
6. An organiser or supervisor may advise someone not to participate, or not to continue participating, if safe participation is not considered reasonably possible.

Article 9 – Outdoor activities

1. Outdoor activities involve the usual risks associated with such activities.
2. Participants must follow reasonable safety instructions given by supervisors.
3. Participants are expected to handle any duo bicycle or other equipment made available for use with care.
4. A supervisor may decide not to start an activity, to modify it or to end it early if weather conditions, technical problems, a participant's health or other safety considerations warrant this.
5. Defects or unsafe situations must be reported to a supervisor as soon as possible.
6. If a participant causes damage intentionally or through deliberate recklessness, the person who has suffered the damage may seek compensation from the person responsible in accordance with the applicable legal rules.

Article 10 – Partner organisations and third parties

1. Kansrijk Brandevoort may work with community organisations, businesses, neighbourhood organisations, volunteer organisations, the municipality and other parties.
2. Mentioning, working with or referring to another organisation does not automatically mean that Kansrijk Brandevoort is responsible for that organisation's work or services.
3. Where an external party offers an activity or service, any agreement will in principle be concluded directly between the participant and that external party, if this is indicated for the activity.
4. Additional house rules and terms may apply at third-party venues.

Article 11 – Responsibility and liability

1. The residents and volunteers involved in Kansrijk Brandevoort endeavour to organise activities carefully and safely.
2. Kansrijk Brandevoort is the name of the residents' initiative, not a separate legal entity. Liability therefore cannot automatically be attributed to "Kansrijk Brandevoort" as an independent legal entity.
3. Liability for damage in a particular situation is determined by the circumstances, the agreements made and the applicable statutory rules.
4. Depending on the circumstances, the person or organisation that organises an activity, enters into an agreement, provides a service or causes damage may be personally responsible or liable for it.
5. These terms do not exclude anyone from liability where such an exclusion is not permitted by law.

6. Participants remain responsible for their own actions and for following reasonable safety instructions.
7. Participants bring personal belongings to activities at their own risk. This does not affect any statutory liability of a person who causes loss or damage.
8. Participants are advised to check whether their personal insurance provides sufficient cover for the activities in which they take part.

Article 12 – Volunteers

1. Volunteers contribute to Kansrijk Brandevoort's activities to the best of their ability.
2. Volunteering for Kansrijk Brandevoort does not automatically authorise a volunteer to enter into financial or legal obligations on behalf of other residents involved.
3. A resident or volunteer who makes an arrangement with a third party must make clear on whose behalf the arrangement is made and who is responsible for the resulting obligations.
4. Where volunteer insurance is available through the municipality, a partner organisation or another scheme, the scope of cover is determined by the terms of that insurance.

Article 13 – Force majeure

1. An organiser is not obliged to carry out an activity if circumstances beyond their reasonable control make it impossible or inadvisable to do so.
2. Such circumstances may include extreme weather, fire, government measures, disruptions, loss of access to a venue, transport problems or the unexpected unavailability of essential volunteers.
3. Where reasonably possible, efforts will be made to offer an alternative or replacement date.

Article 14 – Privacy and personal data

1. Personal data may be processed in connection with Kansrijk Brandevoort activities, for example when registering, making a contact request or subscribing to a newsletter.
2. Personal data is processed in accordance with applicable privacy legislation.
3. Kansrijk Brandevoort's Privacy Statement explains in more detail which personal data is processed, why it is processed and what rights data subjects have.
4. Kansrijk Brandevoort's Cookie Statement applies to cookies and similar technologies on the website.
5. Photographs or video recordings may be taken during activities. Where consent is required, it will be requested.

Article 15 – Website

1. The volunteers involved endeavour to keep the information on the Kansrijk Brandevoort website accurate and up to date.
2. However, it cannot be guaranteed that all information will be complete or current at all times.
3. Obvious errors or typographical mistakes may be corrected.
4. Activity dates, times, locations and programmes may change. The most recently announced information takes precedence.
5. The website may contain references and links to external websites. The administrators of Kansrijk Brandevoort are not responsible for the content or availability of third-party websites.
6. Texts, photographs, logos and other material may be subject to intellectual property rights held by their creator or another rights holder.

Article 16 – Questions, comments and complaints

1. Kansrijk Brandevoort has no formal complaints procedure or legally constituted governing board.
2. Participants with a question, problem or complaint about an activity are asked to discuss it first, preferably with the organiser or volunteer concerned.
3. General questions and comments can be sent to:

Kansrijk Brandevoort

't BrandPunt

Biezenlaan 29

5708 ZD Helmond

Email: info@kansrijkbrandevoort.nl

4. The residents involved endeavour to resolve complaints and problems through constructive discussion and within a reasonable period.
5. If a complaint concerns an activity or service provided by an external organisation, the participant may be referred to that organisation.

Article 17 – Amendments

1. These terms may be amended if activities, working methods or statutory rules change.
2. The latest version will be published on the Kansrijk Brandevoort website.
3. For a specific agreement, the terms applicable when that agreement was entered into will continue to apply, unless the parties agree otherwise or the law provides otherwise.

Article 18 – Applicable law and disputes

1. Activities organised in the Netherlands under the name Kansrijk Brandevoort are governed by Dutch law, insofar as applicable.
2. In the event of a dispute, the parties will first attempt to reach a solution together.
3. If a dispute concerns a specific organiser, partner organisation or agreement, it must be determined between which persons or organisations the dispute legally exists.
4. Any dispute may be submitted to the court having jurisdiction under Dutch law.
5. The mandatory statutory rights of consumers and participants remain fully applicable.

Contact

Kansrijk Brandevoort

Residents' initiative by and for the residents of Brandevoort

't BrandPunt

Biezenlaan 29

5708 ZD Helmond

E-mail: info@kansrijkbrandevoort.nl

Website: www.kansrijkbrandevoort.nl

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