

# Consumer Protection Document for Sports Centers & Gymnasiums



## **Definitions:**

The following words and phrases, wherever mentioned in this Document, shall have the meanings given next to them unless the context requires otherwise:

The Ministry: The Ministry of Sport.

**The Document**: The Consumer Protection Document for Sports Centers & Gymnasiums.

**Sports Center or Gymnasium:** Any commercial entity licensed by the Ministry in accordance with the licensing Regulations for Sports Centers & Gymnasiums.

**Subscriber:** Every individual who benefits from the services provided by a Sports Center based on a contract concluded between the two parties.

# **Scope & Objectives:**

This Document aims to provide an organized sports environment to protect the rights of subscribers and Sports Centers & Gymnasiums, by setting out the minimum rights of subscribers and the obligations of Sports Centers & Gymnasiums towards their subscribers. The provisions of this Document shall apply to every contract concluded between a Sports Center and a subscriber.

# **Membership Contract:**

The membership contract concluded between a Sports Center and a subscriber must include, at a minimum, all of the following:

- 1. The name, address and ID number of the subscriber, in addition to their contact number or email. If the Sports Center requests any additional personal information, the subscriber's written consent must be obtained for such.
- 2. The date or condition for the start of the membership and its duration, the number of times the subscriber is allowed to suspend their membership and the suspension period.
- 3. The categories or locations of the Sports Center's facilities that the subscriber is allowed to enter based in their membership.
- 4. The rights and obligations of the Sports Center and the subscriber.
- 5. Membership fees and any other amounts or fees imposed or that may be imposed on the subscriber.
- 6. Cases in which the membership may be terminated by the Sports Center or the subscriber, and the procedures related to such termination.
- 7. An acknowledgment by the subscriber that they understand the contract and agree to everything provided therein.

Note: The start date of the membership may not depend on a specific date, but on a condition (for example: the subscriber's membership begins with their first visit to the club).



## **General Provisions:**

- 1. The subscriber shall only obtain membership in the Sports Center after signing the membership contract and obtaining a copy of the contract. If the subscriber is less than 18 years of age, their guardian must represent them in signing the contract. The contract may be electronic.
- 2. The membership contract must be written in a clear and understandable language for the subscriber. It must not include any misrepresentation, fraud or false information.
- 3. Without prejudice to the right of the relevant government agencies to request the subscriber's personal information, the Sports Center shall maintain the confidentiality of the subscribers' personal information and not use it for any other purposes or provide it to any third party without obtaining the subscriber's prior written consent.
- 4. The Sports Center shall set a trial period of no less than 48 hours from the date the membership starts, during which the subscriber has the right to cancel their membership and obtain a full refund one time only, in the event that the Sports Center has not provided a free one-day trial.
- 5. A subscriber may suspend their membership at least once every 3 months, for a period of no less than 25% of the term of their membership.
- 6. Except for cases of force majeure, the Sports Center shall compensate subscribers for days during which its facility is closed, unless the closure periods were previously outlined in the membership contract. If the closure lasts for more than a month, the subscriber may terminate their membership and obtain a refund of the amount due for the remaining period.
- 7. The Sports Center shall bar the sale, promotion or use of any of the stimulant substances not licensed by the Saudi Food & Drug Authority inside its facility.
- 8. The Sports Center shall not train or rehabilitate injured persons inside its facility without obtaining a permit from the competent authority.
- 9. The Sports Center may not terminate a subscriber's membership except in the cases of termination previously specified in the membership contract. The subscriber has the right to terminate their membership and obtain a refund of the amount due for the remaining period if the Sports Center has breached any of its essential obligations provided in the membership contract.
- 10. The Sports Center shall display this Document in a prominent and visible place at the entrance of its facility and on its website.

Note: The start date of the membership may not depend on a specific date, but on a condition (for example: the subscriber's membership begins with their first visit to the club).

