

Regulations

Governing Aachen University Sports

at RWTH Aachen University

Dated July 14, 2022

in the Second Revised Version of the Regulations

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Published as a Complete Version

Please note: This publication is an English translation. Only the German original of these regulations as published in the Official Announcements of RWTH Aachen University (“Amtliche Bekanntmachungen”) is legally binding.

Based on §§ 2 (4) and (64) of the Higher Education Act of the State of North Rhine-Westphalia (Hochschulgesetz – HG) in the version of the announcement dated September 16, 2014 (Law and Official Gazette of the State of North Rhine-Westphalia, p. 574), most recently amended by Article 1 of the Act to amend the Higher Education Act dated July 12, 2019 (GV. NRW p. 425, p. 593), RWTH Aachen University (Rheinisch-Westfälische Technische Hochschule; RWTH) has issued the following regulations:

Preamble

The universities of Aachen have the important cross-cutting social task of offering university sports to the students living in the city. University sports offerings can also be seen as a strong performance indicator for Aachen as an excellent place to study.

The University Sports Center (HSZ) is a central operational facility of RWTH Aachen University (RWTH). It is responsible for providing qualified sports and exercise offers at RWTH and FH Aachen based on the educational and service facilities of the two universities.

University sports offer both direct and indirect learning opportunities that can have a lasting impact on students' lives during their time at university and beyond. University sports give students the chance to network and meet others, provide an outlet for feelings, encourage them to be self-motivated, and build their identity while also taking care of their physical health through exercise and sports. Furthermore, university sports are an important cultural and integrative element for Aachen as a university city, by encompassing all of the various university institutions and facilities. Beyond that, the joint sports and recreation offerings also act to enhance both universities' profiles.

Students, in particular, are given another opportunity to be guided towards an active lifestyle and a lifelong love for sporting activities through university sports and recreation. By participating in university sports while studying for their later careers, students already learn to balance work and leisure time.

RWTH champions a culture of fairness, equal treatment, and respect among members and opposes all forms of discrimination. As a result, all cases of bullying, stalking, racism, xenophobia, harassment, and violence will be prosecuted and may result in exclusion from university sports.

1. General Comments

- 1.1. These regulations apply to the use of the sports facilities and the on-site and virtual class offerings (classified together as "offerings") provided by the HSZ. It is a central operational facility of RWTH, which is under the responsibility of University management. The Center is managed by the head of the HSZ.
- 1.2. Information about the various sports offered, including particular dates and times, is provided by the university sports program, which is published every semester and specifies the duration of the various offers. As a point of principle, there is no guarantee that all the classes on offer will actually take place. In particular, a class may be canceled
 - a) on public holidays,
 - b) in case of force majeure,
 - c) if the respective sports facilities are used for German university championships or other major events,
 - d) if the instructor is not available for the session and the organizers are unable to find a qualified substitute at short notice,
 - e) in the event of operational disruptions such as construction work, repairs, etc.
 - f) due to an official order or laws governing closure because of e.g. pandemics, natural disasters.

- 1.3. Important current information, such as program changes, announcements, job postings, etc., are posted on the notice board of the respective sports facility, at the HSZ Service Point, and online at hochschulsport.rwth-aachen.de. In addition, the HSZ offers members the option of subscribing to a mailing list on its homepage so they can be notified of any sports facility closures.
- 1.4. Access to and use of the sports facilities is only permitted to authorized individuals in accordance with clauses 3 and 4. Instructors, sports wardens, and other persons authorized by the HSZ are entitled to control access to the facilities according to section 4 and deny access where necessary.

2. Sports and Exercise Offerings

- 2.1. The HSZ offers a varied program, including leisure, popular, and competitive sports besides exercises classes. There are several different types of offers:
 - a. guided sports courses and workshops for different skill levels
 - b. guided matches and meetings
 - c. unguided matches and meetings
 - d. team training for competitions and training sessions for individual competitors
 - e. tournaments
 - f. extra tours
 - g. use of sports facilities with a reservation, such as a single session booking, subscription, or a permit for third parties to use sports facilities for their own sporting events
 - h. unrestricted use of facilities without a reservation.
- 2.2. Persons pursuant to sections 3.1 and 3.2 may, upon application, rent sports facilities for their own sporting events (permit). Further information can be found on the HSZ's website (hochschulsport.rwth-aachen.de) and in the valid version of the Regulations for the Use of HSZ Sports Facilities (available for download from the official announcements of RWTH).

3. Individuals Eligible for Membership

The following individuals are generally eligible to participate, provided they are over 16 years of age:

- 3.1. Group 1
All enrolled students
- 3.2. Group 2
 - a) Employees of RWTH and FH Aachen (even after retirement)
 - b) Employees of Uniklinik RWTH Aachen
 - c) Employees of the Bau- und Liegenschaftsbetrieb NRW (Construction and Real Estate Agency)
 - d) Employees of Studierendenwerk
 - e) Employees of the affiliated institutes
 - f) Instructors at RWTH and FH Aachen
 - g) Individuals who are considered members and affiliates according to § 3 (1) of the University Charter and Bylaws
- 3.3. Group 3
Individuals who do not fall under Groups 1 or 2 can be admitted as guests if places are available.

4. Requirements for Participation and Use

The requirements for participation and use vary depending on the group.

4.1. Participation and use for Group 1

An RWTH BlueCard or FH card featuring a photograph of the holder or a valid student ID in conjunction with a photo ID as well as the registration confirmation for the selected offering serve as proof of an individual's access authorization.

4.2. Participation and use for Group 2

These individuals require a staff sports card to participate in university sports. The staff sports card is a prerequisite for registration in accordance with section 5.2. Participation is only permitted upon successful registration according to section 5.2. A valid RWTH BlueCard featuring a photograph of the holder, an official employee ID, or a current certificate (max. six months old) issued by their department in conjunction with a photo ID as well as the registration confirmation for the selected offering serves as proof of access authorization. A staff sports card does not have to be purchased in order to participate in the RWTH or FH Aachen "Pausenexpress" classes.

4.3. Participation and use for Group 3

These individuals require a guest sports card to participate in university sports. The guest card is a prerequisite for the registration in accordance with section 5.2. Participation is only permitted upon successful registration according to section 5.2. A photo ID in conjunction with the registration confirmation for the selected offering serves as proof of access authorization.

4.4. Members of Group 1 and Group 2

Individuals who belong to both Group 1 and 2 do not need a staff sports card to participate in university sports.

4.5. Minors must submit a written declaration of consent signed by a parent or guardian to the HSZ before participating in activities involving overnight stays.

5. Registration Procedure

5.1. Provisions for individual offerings beyond the regulations listed below are to be taken from the currently valid university sports program.

5.2. As a rule, participants have to register online via the HSZ's website (hochschulsport.rwth-aachen.de). For offerings that are subject to a fee, payment is generally made via the HSZ's website by direct debit using SEPA procedures. By registering for a course, the participants agree to have the course fee taken from their bank account by granting the HSZ the necessary mandate to collect the fee. The HSZ will send prior notification about the date of the debit to the email address given at the time of registration at least eight days before the transaction. Any costs incurred due to someone having given false contact details, account details, or having insufficient funds in the account are to be borne by the participant. If payment is not made in accordance with these stipulations, RWTH Aachen University has the right to preclude the participant temporarily or completely from booking courses online and assign their place in the course to someone else. The University can also cancel the registration and thus withdraw someone's right to participate in or have access to the course.

5.3. When registering, participants must provide a valid email address which the HSZ can use to contact them quickly. Bank details are requested during every new registration process, as these are never stored for data protection reasons.

- 5.4. When using online booking for offerings subject to a fee, the individual is obligated to make the payment.
- 5.5. The use of external automatic login mechanisms is not permitted. Any registrations made in this manner will be rejected.
- 5.6 The HSZ is entitled to assign passwords to offerings for the purpose of controlling and organizing the course in the registration process. The process for obtaining the password will be announced on the HSZ website. If unauthorized individuals find out about the password from a different source and register for the offering in this way, they will not be admitted to the course and their registration will be canceled.
- 5.7 If an offering is already fully booked, interested parties have the option of requesting a place on a waiting list via the website (hochschulsport.rwth-aachen.de).
- 5.8.1 Courses can be combined or canceled altogether if not enough participants sign up. If the HSZ cancels an offering or event, individuals who have already registered have the option of choosing another offer from the current program within the same fee group if there are still places available. Otherwise, they will be refunded the fee they have already paid. The withdrawal and cancellation regulations in accordance with section 6 remain unaffected.
- 5.9 The fees for extra sports tours might still be subject to change after booking due to unforeseeable increases in costs, or additional charges for certain services, or a change in the exchange rate applicable to the tour in question. The increased amount will be divided between all the participants equally.

6. Fees, Withdrawal, and Cancellation Regulations

- 6.1 The university sports program consists of fee-based and free offerings and courses. Fees are published in the course program information and on the HSZ website (hochschulsport.rwth-aachen.de).
- 6.2 A withdrawal from a booked offering is only possible in exceptional cases. A booking made more than 24 hours before the booked session or start of the course can be canceled free of charge within 24 hours after the booking has been made. As long as no special cancellation regulations are listed in the respective offerings, the regulations below apply.
- 6.3 In case of withdrawals from courses and sports offerings within 7 days before the first session or the start of the offering, a cancellation fee of 50 % of the total course fee will be charged. For each withdrawal, a handling fee of 5% of the course fee, with the minimum fee being 5 euros, will be charged; the handling fee is added to the cancellation fee. Once a course or offering has begun, or someone has started using a sports facility or has started a specific sport on a sports card, a refund can no longer be claimed.
- 6.4 For external sports offers, such as extra tours, the following applies for cancellations:
 - a) up until 90 days before the start of the trip: 15% of the course fee will be retained
 - b) up until 60 days before the start of the trip: 25% of the course fee will be retained
 - c) up until 25 days before the start of the trip: 50% of the course fee will be retained
 - d) up until 14 days before the start of the trip: 90% of the course fee will be retained
 - e) in case of a no-show, the full course fee will be retained.

In any case, a handling fee of 5% of the total costs has to be paid.

The day of the withdrawal and the first day of the trip do not count in the calculation of the periods under a) to d).

- 6.5 If someone cancels their individual booking of a sports facility made less than 24 hours before the booked session, they are not entitled to a refund. If someone cancels their individual booking of a sports facility up to 24 hours before the booked appointment, they will be charged a cancellation fee of 50% of the fee.
- If the offerings cannot be carried out due to closure because of an official order or in accordance with a law as defined in section 1.2 f) of these regulations, the HSZ can take the following measures to compensate for fees paid:
 - Proportionate refund of the fee based on scheduled sessions
 - Proportionate refund of the fee for a sports card based on the period of validity
 - Proportionate refund of the fee for the permit of sports facilities based on the scheduled permit dates
 - Refund of the ticket price of purchased tickets in case of events that do not take place
 - Refund of the fee for sports trips not carried out
 - Proportionate refund for sports trips terminated early

7. Terms of Use

- 7.1 By registering or participating in the HSZ's sports program, participants confirm that they have taken note of and accept these regulations.
- 7.2 Access authorization (according to section 4) is personal and not transferable. Proof of eligibility to access the offering must be presented to the instructors, sports wardens, and authorized persons of the HSZ on request.
- 7.3 The instructions for use of the HSZ must be observed and any orders given by the instructors, the sports wardens, and persons authorized by the HSZ must be followed. Any conduct that keeps sporting events from running as intended, that disturbs others, or poses a danger to persons, buildings, or property must be avoided.
- 7.4 The HSZ may define sporting requirements for participation in sports offerings, which the participants must fulfill at the beginning of the offering in order to participate. Requirements are announced in the course description of the HSZ program. Participants are encouraged to inform themselves about the requirements and prerequisites of an offering before registering online. If a participant has booked the sports offering and does not fulfill the requirements (according to the instructor's assessment), the HSZ can exclude the participant from taking part in the course. In this case, the paid fee for the booked offering can be proportionally refunded minus a handling fee according to section 6.3.
- 7.5 Individuals who register for free offerings with a single session booking are obligated to participate. If the individual cannot participate, they must cancel their registration via the University Sports Center website (hochschulsport.rwth-aachen.de). This is free of charge. Persons who book single sessions and repeatedly fail to attend without prior cancellation may then be excluded from the online registration process.
- 7.6 The following provisions apply:
- a) The sports grounds may not be driven on.
 - b) Bicycles must be parked in the bicycle racks.

- c) The rooms for changing and storing clothes must be used as provided for this purpose.
 - d) Only courses that have been organized or authorized by the HSZ may be held at the RWTH sports facilities.
 - e) Participants in the HSZ sports program are urgently requested to bring any valuables (jewelry, money, etc.) with them. Clothing etc. should be locked in the lockers provided. The HSZ assumes no liability in the event of theft.
 - f) Participants who use the lockers are obliged to empty them before closing time. Any lockers that are not cleared after the closing time of the respective sports facility may be opened by the appropriately authorized HSZ staff who may secure the respective contents.
 - g) The sports halls may only be entered wearing clean non-marking indoor shoes, which are used exclusively in sports halls. All outdoor sports are also subject to further regulations regarding footwear, which are listed in the respective regulations and on the HSZ website (hochschulsport.rwth-aachen.de).
 - h) The consumption and sale of alcohol at the HSZ sports facilities are not permitted. Exceptions to this rule are only granted during events that are designated as special events by the HSZ and with express HSZ permission.
 - i) As a rule, photography or filming of instructors and participants in university sports offerings is not permitted. Picture taking or filming is only permitted with proof of a legitimate interest, only after prior consultation with the HSZ management, and also only with the express consent of those affected by the taking of such photos or film.
 - j) Animals may not be brought into the sports halls or to outdoor sports facilities.
- 7.7 Furthermore, the use of the sports facilities is governed by the rules of use of the respective facility, which contain regulations on appropriate and purpose-specific use. The regulations governing use are binding. They are published on the website (hochschulsport.rwth-aachen.de) and posted at the respective facility.
- 7.8. The following provisions also apply to virtual offerings:
- a) No recordings may be made of the virtual offerings.
 - b) The virtual offers may not be reused or forwarded.
 - c) Participants of virtual offerings are not allowed to pass on their log-in data to third parties, nor are they allowed to pass on or send their booking links to third parties.

8. Breaches of Regulations

- 8.1 Anyone who breaches the HSZ regulations or disregards the orders of the HSZ staff or instructors can be punished as follows:
1. Reprimand
 2. Expulsion for the duration of the course day
 3. Exclusion from online registration and online courses
 4. Confiscation of the booking confirmation for the affected offering. The confiscation must be recorded in writing. There is no entitlement to reimbursement of the fee paid for confiscated registrations.
 5. Partial or total (temporary or permanent) exclusion from registration and participation in the university sports program in the event of serious or repeated violations of HSZ regulations or orders from the staff authorized to issue them.

- 8.2 The full-time staff of the HSZ (the sports wardens or the supervisory staff) as well as the instructor can order an expulsion and confiscate a booking confirmation. This applies to all instructors, whether they have an employment contract with the HSZ or are working on a freelance basis.
- 8.3 The HSZ is entitled to charge a fee plus a surcharge of 15% of the course fee, but at least 10 euros, to individuals who attend courses subject to a fee without access authorization, but this does not equate with admission to the course.
- 8.4. The HSZ reserves the right to assert claims for damages.
- 8.5. When executing the measures according to the above sections (except 8.1.1 – 8.1.2), RWTH will instigate a written hearing of the reprimanded individuals. The latter will be given a period of 14 days in which to make a statement on the matter.

9. Liability and Insurance

- 9.1 The liability of RWTH, its legal representatives, and vicarious agents arising from breaches of duty and crimes shall be limited to intent and gross negligence. However, this limitation of liability shall not apply in the event of a breach of material contractual obligations, the non-fulfillment of which jeopardizes the purpose of the contract (contractual obligations).

Liability is in any case limited to direct damages; compensation for indirect and consequential damages (in particular due to loss of profit, wasted expenses, production losses) is excluded. The limitation of liability shall not apply to damages resulting from injury to life, body, or health or to damages for reasons of liability where a limitation of liability would be inadmissible by law (e.g. under the Product Liability Act).

- 9.2 RWTH Aachen University/the HSZ does not accept liability for theft, damage to property, or other damage in the sports facilities used by university sports.
- 9.3 If borrowed sports materials and/or equipment are partially or completely damaged or not returned, the borrower is liable for damages.
- 9.4 RWTH Aachen University/the HSZ is not liable for any damages resulting from events held by third parties.
- 9.5 The accident insurance regulations of Unfallkasse des Landes Nordrhein-Westfalen (North Rhine-Westphalia Accident Insurance Fund) apply to employees and enrolled students. There is no insurance cover for unguided offerings or virtual offerings. Insurance coverage cannot be guaranteed for extra tours. Therefore, all students are strongly advised to have private insurance coverage for offerings without guidance and extra tours.

10. Entry Into Force/Duration

These regulations shall be published in the official announcements of RWTH Aachen University and will enter into force on the day after publication.

Issued based on the resolutions of the Senate and the Rectorate of RWTH Aachen University from January 27, 2022 and June 7, 2022.

The Rector
of RWTH
Aachen University

Aachen,
dated

July 14, 2022

sgd. Rüdiger

Univ.-Prof. Dr. rer. nat. Dr. h. c. mult. Ulrich Rüdiger

* Explanation on accident insurance coverage: At present, students of RWTH and FH Aachen are covered by accident insurance through Unfallkasse des Landes NRW if they participate in events that take place within the organized exercise program of the HSZ during fixed times and under the direction of an appointed instructor. Accident reports must be filed at Studierendenwerk within three days. Forms are available from the sports wardens at Königshügel Sports Hall Complex, via the HSZ website, at the HSZ Service Point, and in the Sports Affairs Office. Employees of RWTH Aachen University are legally insured against accidents when participating in university sports only if events are advertised exclusively for RWTH employees and are directly connected to their daily working hours (weekend events and extra tours are expressly excluded). In the case of civil servants, any accident that occurs during university sports is usually not considered an occupational accident. They are not entitled to accident coverage. Private insurance coverage is therefore strongly recommended for all employees.

If an accident occurs during staff sports, it must be reported to RWTH Occupational Protection immediately. There is no accident insurance for individuals who are not listed under 9.5. Private insurance coverage is therefore strongly recommended.

Important Information: The statement on accident insurance coverage is not binding, as Unfallkasse NRW is responsible for this matter.