

# General Terms and Conditions for Puls & Träning Membership

These general terms and conditions apply to memberships at every Puls & Träning gym from May 24, 2018

## 1. General

The following conditions apply to gym memberships at Puls & Träning gyms (below referred to as "P&T"). The scope of P&T's various forms of memberships and fees are shown in P&T's current description of their range of services and current price list. These terms and conditions apply permanently and replace all previous P&T member terms. P&T reserves the right to change these terms and conditions and to make price adjustments. Any changes will come into effect no sooner than 30 days after P&T announces the change under paragraph 2.4 of these terms. However changes to gym membership fees will only be made after the expiry of the current commitment period.

## 2. Membership

Membership is valid from the date you sign a gym membership agreement. Personal training agreements are signed as an addendum to the gym membership agreement. The agreement is binding when you and P&T have approved the terms digitally or in writing. For web registration, the agreement is binding upon P&T sending confirmation of membership to the specified e-mail address. You commit to pay the gym membership fee according to the commitment period and termination period as stated in the membership agreement. P&T complies with the Swedish Act on Distance Contracts and Contracts Outside Business Premises (2005:59) on the 14-day right of withdrawal for e-commerce within Sweden. If you regret your purchase, please contact customer service at the gym before your right of withdrawal expires. The time is calculated from the day you signed up. At [www.pulsochtraining.se](http://www.pulsochtraining.se) you will find contact information for each gym. We recommend that you use the contact form on our website. We will give you a refund after you inform us that you wish to withdraw your purchase. Membership is personal and may not be lent to another person. A start-up fee must be paid for each membership entered. The start-up fee is a one-time expense to activate ongoing membership. If you wish to resume membership after termination, a new start-up fee will be charged for the newly signed period.

### 2.1 Changing Membership

**2.1.1 Change of membership agreement:** You can upgrade your membership during the agreement period to a membership agreement covering the same length of your current membership agreement or longer. You will be required to pay the difference in membership fee for this type of change. No other changes are possible to the membership agreement before the membership agreement expires. The minimum period for the change of agreement is 30 days.

Changes to an existing membership agreement can be made at no cost only once in any 12 month period. Additional membership agreement changes will be subject to an administrative fee of 200 SEK. Only one change per 30 days is permitted.

**2.1.2 Change of gym:** During your membership, you are entitled to change to another P&T gym. The length of the membership agreement remains the same; the price of membership is based on the new gym's price list. If you move to a gym which has a higher or lower monthly membership fee, your direct debit bill will be adjusted automatically. If you have already paid your membership fees, your fee will be adjusted or your membership period will be extended accordingly.

You may change gym free of charge only once during any 12 month period. Additional changes will be subject to an administrative fee of 200 SEK. Only one change of gym per 30 days is permitted.

**2.1.3 Transfer of agreement:** Only membership with a remaining commitment period may be transferred. New members must fulfil and confirm the requirements of the agreement being transferred. If the agreement has been paid by invoice, a financial arrangement is made between the members. Upon transfer of membership on autogiro, the autogiro will end for the transferring member and consent for a new autogiro will be created for the new member who also pays a new start-up fee. The transfer will become valid once it has been confirmed by P&T. Memberships purchased through preferential agreements may not be transferred.

**2.1.4 Changes in membership apply after 10 days processing time.**

### 2.2 Termination of membership

**2.2.1 Autogiro:** If you pay by autogiro and wish to terminate your membership at the end of the commitment period, the membership must be terminated at least one month before expiry. If not, your membership will continue to apply. After the commitment period, P&T is still entitled to payment. The termination period is one month plus the remaining days of the notice month, meaning that the last payment covers an entire month. Notice of termination must be given in writing to the respective gym, see our website for addresses. For the termination to be valid, it must be received and confirmed in writing by P&T.

**2.2.2 Invoice:** If you paid your membership via invoice, you may not terminate membership during the term. P&T will not refund a paid period unless P&T fails in its commitment to provide access to the selected gym for a substantial amount of time. Before the membership expires you will have the opportunity to pay for an additional membership period. If you do not, the membership ends.

### 2.3 Breaking training agreements during the commitment period

Only membership paid by autogiro may be broken, at a cost of 800 SEK per current contract year. Membership paid via invoice is not refunded.

### 2.4 Notices and information

Changes to membership, general terms and price adjustments are published on P&T's website. You are responsible for keeping up to date on any changes to the current price list, as well as terms and conditions. It is your responsibility to notify P&T of any changes to the information required to administrate your membership, such as name, address, e-mail address, phone number, bank and bank account. By providing your e-mail address or mobile number you agree that P&T may send information and offers to these information channels.

### 2.5 Break in exercise

If for some reason you cannot exercise for a period, you may apply for an exercise break. You are entitled to an exercise break in case of illness, injury, pregnancy, study or work elsewhere and for military service or other valid reasons presented on P&T's website. Applications for exercise breaks must be made in writing and contain relevant certification to substantiate the validity of the break. You do not pay a workout fee during the exercise break. The exercise break is valid from the day P&T approves your application and sends confirmation. The minimum exercise break is 30 days and the longest is 365 days. The length of the requested break must be confirmed by the certification. Your membership will be extended corresponding to the duration of the exercise break. For serious illness or permanent injury so that exercise is no longer possible, deposited money will be refunded. This must be confirmed by a medical certificate.

### 2.6 Death

When a death certificate is sent to P&T, membership is cancelled immediately and deposited payments are repaid to the estate.

### 2.7 Age limit for training

The minimum age to exercise at P&T is 18 years old. From the age of 14 it is possible to sign up for membership with a parent, who is responsible for ensuring that the minor follows P&T's general terms of membership, including security and a peaceful environment.

The parent must always participate in the minor's training and must therefore have an active membership. When the minor reaches the age of 18, the agreement will become a regular membership.

### 2.8 Breach of Contract

If you do not pay in accordance with the membership agreement payment terms, P&T have the right to exclude you from P&T's gyms until such time that you have paid. You are liable to pay membership fees during the time that your card is deactivated. P&T reserve the right to cancel gym membership with immediate effect at any time upon non-payment of membership fees. P&T staff have the right to refuse any individual suspected of engaging in criminal behaviour or acting in breach of security admittance to the gym. Such persons will have their membership

fee revoked and will not be entitled to receive a refund for the remaining membership agreement period.

### 2.9 Discounted agreements

If you have signed a discounted price agreement, when requested by P&T you must confirm your right to the discount. You are required to inform P&T of any changes to the basis for discount. If a discount basis ceases to apply after the initial commitment period, the current membership will be changed to a regular membership.

When the commitment period for a discounted membership expires, P&T has the right to change the membership to a regular membership.

### 2.10 Supplementary Membership Agreements

In those instances where P&T offer a supplementary agreements alongside regular gym membership, it is these local prices and regulations that apply. In order to sign a supplementary agreement, current membership at a P&T gym is required.

## 3. Safety and conduct rules

Our safety and conduct rules are used to protect and assist you and other members of P&T, in order to avoid incident and injury to people, exercise equipment or other objects, as well as to contribute to proper conduct at the gym. Through your membership you agree to comply with P&T's conduct rules;

- Never bring or let unauthorised persons onto the premises.
- Trial workouts must be reported one day in advance to the applicable gym.
- You shall take care of the premises and machines and change to suitable workout clothes and indoor shoes. You shall behave in a manner that does not interfere with other members or staff.
- You agree that P&T may use camera surveillance at the gym for everyone's safety.
- P&T actively strives to foster a positive and enthusiastic environment in which to train. If a member looks severely underweight, is manically working out and/or is training in any way whatsoever that can be regarded as unhealthy, P&T sees it as our responsibility to act. Where necessary, we reserve the right to rescind gym membership should we believe membership of our gym is putting an individual's health at risk.
- P&T is categorically against doping. The use and/or distribution of substances listed on the RF's list of banned and performance enhancing substances is strictly forbidden at P&T gyms. Any person using or distributing banned substances will have their membership immediately terminated. No refund will be given. This applies even in those instances where there is reasonable suspicion that the use and/or distribution of banned substances has occurred. P&T reserve the right to carry out random drug tests.
- Your membership card/keycard should be presented if and when required.
- If you lose your membership card/keycard or damage it so it will not work, you are required to inform P&T immediately. Replacement cards will incur an administrative fee in accordance with the current price list.
- Children and adolescents under the age of 14 are prohibited from staying at the gym. The exceptions are any specifically stated childcare hours and/or scheduled child and youth workouts in the gym and these should only be in the specified areas.
- Marketing or selling your own or someone else's goods or services at P&T is prohibited.
- Last entry is always 15 minutes before closing and you must leave the premises by closing time. When staying in unmanned premises after closing time, P&T is entitled to charge you for emergency costs.
- Only instructors and personal trainers hired by P&T may instruct and train members at P&T's gyms.
- You may not photograph other members without their permission. It is prohibited to take photos in the changing rooms, sauna and showers.
- P&T reserves the right to charge a penalty of 400 SEK if the safety and conduct rules are violated. If you violate the safety and conduct rules and repeatedly fail to make corrections, P&T has the right to terminate your membership. You are not entitled to a refund for the remaining agreement period. P&T also reserves the right to

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claim compensation for any costs incurred in connection with breach of the member conditions.

- We reserve the right to open locked security and changing lockers if we suspect any criminal or untoward activity.
- Animals are strictly not allowed at in P&T gyms.

## 4. Personal training agreement

In order to sign a personal training agreement, an active membership at P&T is required.

For payment by autogiro, the payment period is 6 months from the date of signing the agreement. If the membership is terminated and the current instalment period is not complete, an invoice will be sent for the remaining amount. If the membership ends and remaining sessions are not used, these sessions expire and may not be used at a later date. There is only one (1) active agreement for personal training per instalment. Once P&T has received full payment you can start a new instalment for personal training. The validity of a personal training agreement is 1 year from the date the agreement is signed. You are responsible for using your personal training sessions before the expiration date. The agreement is personal and may not be lent to another person. Cancellation of a session with a personal trainer must be done no later than 24 hours before the agreed time. Otherwise the full fee will be charged. In the case of personal training for two persons, where only one member chooses to use the training session, the opportunity is counted as used by both. P&T cannot guarantee that you will have the same personal trainer during your agreement period, thus a refund may not be claimed because of this. Missed opportunities for a PT group may not be used at a later date. A contract with a personal trainer is binding.

## 5. Payment terms

Prices and fees are valid according to the current price list. Payment must be made in accordance with establishment of membership. Payment responsibility may belong to someone other than a member. This person takes over the responsibility to pay membership and workout fees. Minors must have a guardian or other related person who is responsible for payments. However if responsibility lies with a legal person, it is still the member who is ultimately responsible for paying the stated fees. If payment is not received, the case is handed over to debt collection. P&T reserves the right to charge a billing and reminder fee per invoice and to calculate default interest by law.

### 5.1 Invoice Payment

If you choose to pay the membership by invoice, you pay in advance for the entire gym membership period under the agreement. The payment terms for invoices are 20 days. P&T is entitled to charge an invoice fee of 50 SEK for each sent invoice. Paid invoices are not refunded and therefore every new paid gym membership period is seen as a new commitment period. If you do not wish to extend your gym membership period, termination occurs according to 2.2.2.

### 5.2 Autogiro payment

You consent to pay by direct debit (autogiro) when signing up for gym membership. The amount drawn for the first month varies depending on when in the month the gym membership was agreed. Up to and including day 10, the current month will be billed. From day 11, the current month and the following month will be billed. These fees and the start-up fee are withdrawn 20 days (weekdays or next non-holiday) after the date of the agreement. Thereafter the monthly fee will be billed in advance on the 28th of each month or the next non-holiday and will refer to the following month. New notification will only be made for price changes, not announced in connection with the purchase. If correct account information has not been submitted to P&T within a reasonable time from the start date, the amount will be invoiced for the entire commitment period. If you do not have the funds to cover the training fee in your affiliated account, P&T will send an invoice for the amount. If this is repeated for three consecutive months, the entire remaining amount will be subject to payment by invoice. After the commitment period, membership paid via autogiro will continue to apply unless written termination is received and confirmed by P&T in accordance with 2.2.1.

## 6. Changes in business

P&T shall give notification as soon as possible of any forthcoming changes through appropriation of the gym and/or the website.

### 6.1 Changes in schedule and offerings

P&T reserves the right to make changes to open hours and scheduled workouts, as well as to premises and equipment.

## 6.2 Maintenance of premises

P&T reserves the right to close the gym for maintenance for shorter periods without compensation to you for the break.

## 6.3 Closure of business

P&T also reserves the right to permanently close operations at a particular gym. You may then choose to move your membership to another P&T gym or end your membership with a refund of any remaining paid gym membership fees.

## 7. Responsibility and insurance

All exercise at P&T's gym and under P&T's leadership is at your own risk. You and your guests are responsible for ensuring that your health status is such that you can exercise without risking your own health. P&T has the right to interrupt you or your guests' training and/or terminate membership if by P&T's own assessment continued gym membership may result in health or risk for injury.

P&T is not responsible for personal injuries or damages caused by accidents during your or your guest's workout or stay in the gym. Neither is P&T responsible for any damage caused by other members or visitors to you or your guest. However, P&T will compensate for personal injury and damages caused by improper or inadequate exercise equipment or due to negligence or failure by P&T staff. P&T will not accept responsibility for or replace your or your guest's property in the event of theft or other loss.

## 8. Personal Data

By signing our membership agreement you are consenting that P&T can use the personal details which were provided, stored and recorded for the purpose of administration, training and marketing, as well as journaling, at the time of purchasing personal training. P&T will keep such information confidential in accordance with the Data Protection Regulation (GDPR).

P&T handles personal data in order to administer and fulfil its obligations as a provider of training services; it also handles personal data to provide other related services, including services from our partners, as well as for marketing, product development and business development purposes. Personal data may also be used for market and customer analysis. P&T may, where necessary, compare personal data with other personal records for the purpose of providing and updating customer records with such data that the person responsible for maintaining customer records deems necessary. By entering into an agreement with P&T, you give your consent to that P&T may send you offers from time to time. P&T only stores personal data records for the time necessary for which the personal records are required. At any time, you are entitled to request what information we have on you is stored as well as make any amendments to incorrect information. You may also request that that your personal data may not be used for marketing purposes. Upon termination of the membership agreement, you may request that your personal data be deleted with immediate effect. P&T is responsible for processing personal data. See our website for full contact information

## 9. Force Majeure

P&T is not responsible for obstacles to or limitation of exercise opportunities that are due to circumstances outside of P&T's control and which could not reasonably have been foreseen, avoided or overcome. Examples of such circumstances may include: water and fire damage, strike, lockout, natural disaster or government decision.

## 10. Direct Debit Mandate

I (the payer) confirm that payment may take place through the transfer of funds from the bank account stated (or the account provided by the payer at a later point) at the request of the recipient Puls & Träning for payment on the specified payment date by direct debit (autogiro). They payer agrees that the storage of the personal details which are provided in accordance with this agreement can be handled by the payer's payment supplier, recipient's financial provider and Sweden's Bankgirocentralen BGC AB in order to administer this service. The person responsible for personal data processing in this instance is the payer's payment service provider, the payee and the payee's payment service provider. Additional information about processing of personal information in connection with payments can be found in the terms of the account and the agreement with the payee. The payer may at any time withdraw their consent, which will terminate the service as a whole. P&T

reserves the right to send an invoice, under section 5.1.

Description of consent for payment via autogiro: Autogiro is a payment service which means that payments are made from the payer's account at the initiative of the payee. In order for the payer to pay via an autogiro, the payer must give their consent to the payee to initiate payments from the payer's account. In addition the payer's payment service provider (e.g., bank or payment institution) must approve the account to be used for autogiro and the payee must approve the payer as an autogiro user. The payer's payment service provider is not required to review eligibility of or notify the payer in advance of the requested withdrawal. Withdrawal charges the payer's account according to the rules applicable to the payer's payment service provider. Notice of withdrawal is received by the payer from their payment service provider. Consent may be transferred to another account with the payment service provider or an account with another payment service provider at the payer's request.

Definition of banking day: "Banking day" refers to all days except Saturday, Sunday, Midsummer Eve, Christmas Eve or New Year's Eve or other public holiday.

Payment information: The payer will be notified by the payee of the amount, due date and payment method no later than eight banking days before the due date. This may be announced for each individual due date or all at once for several future due dates. If the notice refers to several future due dates, the notice shall be submitted no later than eight banking days before the first due date. However this does not apply when the payer has approved the withdrawal in connection with purchase or order of goods or services. In such a case the payer receives notification from the payee of the amount, due date and payment method in connection with the purchase and/or order. By signing this consent, the payer agrees that payments covered by the payee's notice under this section will be implemented.

Funds must be in the account: The payer will ensure that funds are available in the account no later than 12:01 a.m. on the due date. If the payer has no funds on the due date, this may prevent the payment from being made. If funds are not available for payment on the due date, the payee may make additional withdrawal attempts during the upcoming banking days. The payer may request information from the payee on the number of withdrawal attempts.

Stop payment (withdrawal of payment order): The payer may stop a payment by either contacting the payee no later than two banking days before the due date or their payment service provider by the banking day before the due date at the time specified by the payment service provider. If the payer stops a payment as above, it means that the current payment is stopped for that specific time. If the payer wants all future payments initiated by the payee to be stopped, the payer must revoke their consent.

Term of validity, revocation of consent: Consent applies indefinitely. The payer is entitled to withdraw consent at any time by contacting the payee or their payment service provider. In order to stop payments not yet made, notice of withdrawal of consent shall be made by the payee no later than five banking days before the due date or by the payer's payment service provider by the bank day before the due date at the time specified by the payment service provider.

The right of the payee and the payer's payment service provider to terminate connection to the autogiro: The payee is entitled to terminate the payer's connection to the autogiro thirty days after the payee has notified the payer accordingly. However the payee is entitled to immediately terminate the payer's connection to the autogiro if the payer has repeatedly had an insufficient account balance on the due date or if the account to which consent is given is closed or if the payee assesses that the payer should not participate in an autogiro for other reasons. The payer's payment service provider is entitled to terminate the payer's connection to the autogiro according to the terms and conditions between the payer's payment service provider and the payer.