

## Terms and conditions of membership of fitness dk



**§7. The membership:** A membership is personal to the member and cannot be used by any other person. In the event of misuse of the membership card a fee according to the applicable rate will be charged. Memberships may be transferred permanently to another person, who has not been a member of fitness dk within the past six months, against payment of fitness dk's applicable fee for such transfer. The person, who the membership is transferred to, cannot begin using the membership until the transference is registered by fitness dk and the fee of the transference has been paid. To be able to establish the identity of the member, a photo of the member is kept together with the other personal data. Notice of any changes to personal data such as name, address, email, telephone number, bank, account number etc must be given immediately to fitness dk. It is the member's own responsibility that fitness dk has the right contact information of the member at any time.

**§9a. Students:** Anyone with a student membership is obligated to present valid documentation if asked by fitness dk. In the event of lacking documentation the membership automatically goes up to fitness dk's applicable rate for a full-time membership without further notice.

**§9b. Age range 15-26:** Anyone under the age of 26 can hold a membership, where the price is identical to the current rate for a student membership until the day of their 26th birthday. Hereafter the price will go up to the applicable rate for a fitness dk full-time membership. This will happen automatically and without further notice.

**§9c. Companies:** Anyone with a membership through their workplace is obligated to present valid documentation if asked by fitness dk. In the event of lacking documentation the membership automatically goes up to fitness dk's applicable rate for a full-time membership without further notice. This will also happen in the event that the employment or the cooperation agreement between the company and fitness dk or the ends.

**§9d. Friends:** Anyone with a membership through a friend who's employed at fitness dk will find that the membership automatically goes up to fitness dk's applicable rate for a full-time membership if their friend's employment with fitness dk ends. This will happen without further notice.

**§9e. Membership card:** If a member loses his or her membership card or if the card is damaged, immediate notice thereof must be given to fitness dk. fitness dk will then issue the member with a replacement card against payment of the price-applicable at any time.

**§9f. Duration:** PBS memberships are memberships that continue to run until terminated in accordance with §8. Cash memberships cease automatically at the expiration of the period paid for. A new cash membership can later be bought for the, at that time, current price.

**§9g. Payment:** On the establishment of cash membership, a prepayment is made for a start package and for the price of the whole period of agreement. On the establishment of a PBS membership, the agreement is registered with PBS (payment service of the Danish Banks) and a cash payment is made for the start package and for the period from the date of establishment until the date of the first payment through PBS. The subsequent monthly payments are automatically deducted from the member's bank account in the beginning of each calendar month. If fitness dk is compelled to send a payment slip, a fee is payable in accordance with fitness dk's applicable rates.

Payment for membership includes the VAT amount paid by fitness dk for the member's access to exercise appliances and the like. The member's right to engage in group exercise such as aerobics, yoga, step, spinning and boxing for exercise is exempt from VAT.

**§9h. Late payment:** In case the current payment for a PBS membership is not paid by the agreed date, a reminder will be sent to the member and a reminder fee will be charged at the applicable rate. If the member fails to make payment within ten days after the specified due date, fitness dk is entitled to terminate the membership without notice and fitness dk reserves the right to demand immediate payment of the amount for the remainder of the period of notice. The member's membership card will be blocked and such period of exclusion will not be credited by fitness dk. This blocking will continue until the amount payable to fitness dk has been paid, after which the member is entitled to use fitness dk's facilities until the relevant payment period has expired.

**§9i. Price changes:** Notice of any price changes is given individually no later than 75 days before the price changes become effective. The price for JUNIOR memberships automatically goes up to fitness dk's applicable rate for a full-time membership when the child turns 15. This will happen without previous notice. If, after receipt of such notice, the member does not wish to continue his or her membership as a result of the price changes, the member is entitled to terminate his or her membership in accordance with the procedure set out in §8.

**§9j. Periods of suspension:** A membership may be suspended as often as the member desires but only for 3 months consecutively. For each period of suspension a fee must be paid in accordance with fitness dk's applicable rates. However, children under the age of 15 are not obliged to pay a fee for suspension. The membership can be suspended by personal application in the centre or by fitness dk's website. In case of doubt as to whether a membership has been suspended, the member must be able to prove beyond doubt that notice of suspension provided with a date has been given and present a receipt from either the centre or fitness dk's website.

Membership cannot be suspended during a period of notice, and any suspension is cancelled if membership is terminated.

**§8. Termination of memberships:** Memberships may be terminated at any time by notice to expire at the end of the month + one month. Notice must be given in writing and the member must sign his or her name and specify the date. The member may terminate his or her membership by personal application to the member's centre of enrolment, by letter to the centre of enrolment or by filling out an online form on fitness dk's website (notice of termination by e-mail is not valid). In case of doubt as to whether a membership has been terminated, the member must be able to prove beyond doubt that notice of termination provided with a date has been given and present a receipt from either the centre or the post office.

Where notice of termination of cash membership is given before the expiration of the period of agreement, the amount for unused months is refunded. Members who choose to terminate a cash membership will be charged with the at that time applicable fee.

**§9. Legally incapable members:** A person who is under 18 or legally incapable can only obtain membership if a guardian subscribes to membership on behalf of such person for the account of the guardian.

**§10. State of health and personal injury:** The member is responsible for all exercises performed by him or her. All members engaging in exercise for the first time ought to consult a training advisor before engaging in such exercise. A member is responsible for being in a state of health which permits participation in activities at fitness dk. In addition, fitness dk accepts no liability for personal injuries to a member as a result of accidents or other visitors' actions or inadequate actions. Furthermore, Danish law of damages will apply in the area.

**§11. Valuables:** fitness dk recommends that all articles of value are kept in a locked cabinet during exercise. fitness dk is not liable for any loss as a result of theft or damage to property.

**§12. Rules and regulations:** The rules and regulations given by fitness dk in force at any time as well as any directions given by the fitness dk staff must be complied with at all times. Violation hereof can cause suspension. Racially offensive or patronizing comments will cause immediate suspension. In special instances where the training is considered to be harmful to a member's health, fitness dk can demand a presentation of a doctor's note.

**§13. Cancellation of reservation:** If a member is prevented from using a class reservation or from keeping an appointment with a training advisor, such reservation or appointment must be cancelled not later than two hours before the group's start. Where a member 1) fails to cancel a class reservation within the specified time or do not register at the reception 10 minutes before the class starts; 2) fails to cancel his or her participation at least two hours before the class start if the member has been on a waiting list and participation has been confirmed by fitness dk; or 3) fails to cancel his or her appointment with a training advisor within the specified time, the member – if a PBS member – will be charged with a fee at the applicable rate. Cash memberships will be deducted 1 day from their membership period when failing to cancel a class reservation (cf. article 1 and 2).

**§14. Doping:** fitness dk is a member of Anti Doping Denmark. A member is obligated to be tested for doping if impartial representatives of Anti Doping Denmark so demand. If a member refuses to be tested for any reason whatsoever, this is deemed to be a positive test. A positive test will cause the membership to cease with immediate effect, and the member must pay all costs connected with the doping test. fitness dk will disclose any information about a positive doping test to Anti Doping Denmark, and the positive test will result in at least two years' exclusion from exercise at all fitness centres connected to Anti Doping Denmark.

**§15. Exclusion of member:** fitness dk may terminate any agreement concerning membership without further notice. In that event all unused prepayments will be repaid. If fitness dk terminates the membership due to a member's significant violation of the existing rules and regulations, no repayment of any kind will be made. Significant violation entails doping, repeated lending of membership card and racially offensive comments. Misuse of the membership card will give rise to a fee according to the applicable rate.

**§16. Change of membership terms and conditions:** fitness dk may change the membership terms and conditions by 75 days notice. On any material change of the membership terms and conditions, the member will be notified on this individually. If the member does not wish to continue his or her membership as a result of the changes to the membership terms and conditions, the member is entitled to terminate his or her membership in accordance with the procedure set out in §8. fitness dk is entitled to make any usual changes to rules and regulations, group activities, premises, equipment and opening hours by giving two weeks notice posted on a notice board at fitness dk.

For further information about prices, fees and rules and regulations see [www.fitnessdk.dk](http://www.fitnessdk.dk).