

General Terms and Conditions for P&T Membership

These general terms and conditions apply to membership at PT SALIT Finland Oy from 9.3.2018.

The following conditions apply to gym memberships at Puls & Träning gyms (below referred to as "P&T"). These terms and conditions apply permanently and replace all previous P&T member terms. However changes to gym membership fees will only be made after the expiry of the current commitment period.

1. Membership: Terms are part of the P&T membership contract which is made between a person (later "Member") and P&T. It is required to have P&T membership in order to use P&T services in P&T Clubs in Finland.

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.

Payment must be made in accordance with establishment of membership. Payment responsibility may belong to someone other than a Member. This person or a legal person take over the responsibility to pay membership and workout fees. If payment is not received the case is handed over to debt collection.

2. Membership Selection: Membership is valid from the date you sign a 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 specific email address.

Selection:

* **All Clubs: 12 mth binding time.** *The membership gives Member a right to exercise in one or all P&T Clubs in Finland for 12 months from 5 a.m. to 11 p.m. every day. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership and chooses to pay the membership by invoice in advance for the entire gym membership period under the agreement or paying it in monthly parts.*

* **One Club: 12 mth binding time.** *The membership gives Member a right to exercise in one club only for 12 months from 5 a.m. to 11 p.m. every day. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership and chooses to pay the membership by invoice in advance for the entire gym membership period under the agreement or paying it in monthly parts.*

* **Flex: ongoing membership.** *The membership gives Member a right to exercise in one club only from 5 a.m. to 11 p.m. every day. The termination period is one month plus the remaining days of the notice month.*

* **Student Card: 6 mth binding time.** *The membership gives Member who is 18 years old or older, who is having a status of full-time student and who holds an active plastic or digital student card a right to exercise in one club only for 6 months from 5 a.m. to 11 p.m. every day. Not for postgraduate students and non-full-time students. The membership period will be charged in advance covering the whole period of 6 months. After the binding time the membership does not continue automatically but can be linked to previous period and be re-activated with no start-up fee. If membership is applied from web shop P&T needs to accept it before activating the membership.*

* **Senior Card: 12 mth binding time.** *The membership gives Member who is 65 years old or older and who is retiree or who holds an active card for national pensions recipient a right to exercise in one club only for 12 months from 5 a.m. to 3 p.m. every day. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership and chooses to pay the membership by invoice in advance for the entire gym membership period under the agreement or paying it in monthly parts.*

* **Youth Card: 12 mth binding time.** *The membership gives Member who is 14-17 year old a possibility to sign up for a membership in one club only for 12 months from 5 a.m. to 11 p.m. every day with a parent who has an active P&T membership. The parent must always participate in the minor's training. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership and chooses to pay the membership by invoice in advance for the entire gym membership period under the agreement or paying it in monthly parts. If membership is applied from web shop P&T needs to accept it before activating the membership.*

* **Day Card: 12 mth binding time.** *The membership gives Member a right to exercise in one club only for 12 months from 9 a.m. to 3 p.m. every day. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership and chooses to pay the membership by invoice in advance for the entire gym membership period under the agreement or paying it in monthly parts.*

If the Member has signed a discounted price agreement, when requested by P&T the Member must confirm the right to the discount. The Member is required to inform P&T of any changes to the basis for discount. If a discount ceases to apply after the initial commitment period the current membership will be changed to a regular membership after the commitment period expires.

In order to activate the membership the Member is committed to pay a start-up fee and to pay the membership fee according to the commitment period and termination period as stated in the membership agreement.

An active membership can be added with Personal Training following the length and structure of membership. The validity of Personal Training agreement follows the expiration date of membership agreement.

The membership can be changed during the commitment period to a higher-rate membership and the same commitment period or longer. For this type of change the Member pays the price difference between the membership.

3. Membership. Membership is valid from the date a gym membership agreement is signed. The commitment time is related to the type of membership. After the binding period the membership continues automatically until further notice unless the Member decides to have a new binding time membership. This must be informed no less than 30 days before the end of the commitment time.

Personal Training. In order to sign a Personal Training agreement an active membership at P&T is required. There is only one (1) active agreement for Personal Training per instalment. Once P&T has received a full payment a new Personal Training instalment can be started. The agreement is personal and may not be lent to another person. The validity of a Personal Training agreement is 1 year from the date the agreement is signed. If the membership is terminated or ends and the current instalment period is not complete an invoice concerning the used but unpaid Personal Training sessions will be sent; if the remaining sessions are paid in advance but are not used the sessions expire, the payments will not be paid back and may not be used a later date.

4. Prices. The scope of P&T's forms of memberships and fees are shown in the P&T's current description of their range of services, current price lists and membership agreements. P&T reserves the right to change these terms and conditions and to make price adjustments. Any change will come into effect no sooner than 30 days after P&T announces the change. However changes to gym membership fees will only be made after the expiry of the current commitment period. During the binding period P&T is entitled to make price adjustments if there will be changes concerning VAT or the price is binded with new tax or some other public fee.

5. Payment

* **E-Invoice:** Member will receive the e-invoice inside his/her own e-bank. The Member and the bank agree how the payment will be paid.

* **Invoice Payment (if available):** If the Member chooses to pay the membership by invoice the Member pays in advance for the entire gym membership period under the agreement or monthly payments and start-up fee. The payment terms for invoice are 14 days. P&T is entitled to charge an invoice fee of 5 € for each invoice sent. After the commitment period membership paid via invoice will continue automatically and by using e-invoice unless the Member decides to have a new binding time with invoice payment. Invoice payment can be chosen only if it is available in the P&T gym in question.

* **Vouchers:** Vouchers are accepted, e.g. Smartum. Vouchers does not authorize a refund. Each P&T gym has a right to decide how and when they will collect the vouchers.

* **Credit/Debit Card Payment (if available):** Each P&T gym has a right to decide whether they accept Credit/Debit Card payments or not. In case they are accepted they will follow a personalized payment plan and payments will be charged in advance. P&T has no access on cardholders personal / card information and no information concerning the card is collected by P&T.

* **Cash Payment:** no cash is accepted in P&T.

6. Break in Exercise If for some reason the Member can not exercise for a period the Member can apply for an exercise break. The Member is entitled to an exercise break in case of illness, injury, pregnancy, study or work elsewhere and for military service or other valid similar reason. The minimum exercise break is 4 weeks and maximum 365 days. The Member does not pay a workout fee during the exercise break. The Member has no access inside the gym during the exercise break. The membership will be extended corresponding to the duration of the exercise break. No deposited money will be refunded. Application for exercise break must be made in writing and contain relevant certification to substantiate the validity of the break. The break is valid from the day P&T approves the application and sends confirmation. In case of serious illness or permanent injury the break must be confirmed by a medical certificate and it will be approved as soon as possible. Personal Training agreement is following the exercise break.

7. Termination of Membership

* **Termination by Member: Ongoing Agreement** Ongoing agreement as well as Personal Training agreement can be terminated at least one (1) month before expiry. The termination period is one (1) month plus the remaining days of the notice month meaning that the last payment covers an entire month; **Binding Period** Binding period agreement can be terminated only if P&T changes the terms and conditions in a way the membership is not following the interests of the Member. The binding period membership can be terminated at a cost of 80 €. The termination period is one (1) month plus the remaining days of the notice month meaning that the last payment covers an entire month. Notice of termination must be given writing to the respective gym. For the termination to be valid it must be received and confirmed by P&T. Membership payments will not be refunded. Voucher payments will not be refunded due taxation regulations.

* **Termination by P&T:** If the Member does not pay the payments within 30 days starting from the original due date P&T has a right to terminate the membership.

* **Breached by Member:** Member has a right to breach the membership immediately due serious illness or permanent injury if exercise break is not an option. In case the breach must be confirmed by an official certificate, e.g. a medical certificate. The Member has a right to breach the membership immediately in case P&T is fundamentally breaking the terms and conditions of the membership agreement.

* **Breached by P&T:** In case the Member is fundamentally breaking the terms and conditions P&T has a right to breach the membership immediately. Personal Training agreement is following the action.

* **Death:** When a death certificate is sent to P&T the membership is cancelled immediately and deposited payments are payed to the estate.

8. Penalty Fee: P&T reserves a right to charge a penalty fee of 50 € if the safety and conduct rules are violated. P&T also reserves the right to claim compensation for any costs incurred in connection with breach of the members conditions or other damages.

9. Changes in Membership: P&T has unilateral right to change the membership criteria for justified reasons. Valid general terms and conditions for P&T membership are existing in our web page (www.ptsaliti.fi and www.pulsochtraning.fi). Fundamental changes in these documents are informed in notice boards in every gym and in P&T web pages 30 days before activating them. The Member is obliged to follow these media.

10. Cancelling the web registration: Membership is valid from the date the Member signs a gym membership agreement. For web registration the agreement is binding upon P&T sending confirmation of membership to the specified e-mail address. The Member commits to pay the gym membership fee according to the commitment period and termination period as state in the membership agreement. The member has a 14-day right of withdrawal for e-commerce unless the Member has started to use gym services during the period.

If the cancellation is made within 14 days calculated from the day the Member was signed up, P&T has a right to charge the Member for the time the membership has been active based on the total price of membership. The unused part of the payment will be refunded. Start-up fee is not refunded.

Cancelling can be done by email, www pages or phone but it must be adressed for the contact person of Member's own P&T gym.

11. Transferring Membership: Membership is personal but it can be transferred and updated to a person who is not yet a P&T member. The new member must fulfill the requirements of each membership type in question (e.g. Student). If the Member has paid membership by using invoice the Member and the new member are agreeing how to handle the unused part of payments by themselves. If the Member has paid membership by using e-invoice P&T and the new member are signing a new membership agreement. The new member is paying the start-up fee.

12. Collecting: If the Member does not pay in accordance with the payment terms P&T is entitled to ban the Member from exercising until open payments have been paid. The Member is required to pay training fees during the time the card is locked. P&T has a right to terminate membership with immediate effect for non-payment.

The payment terms for invoices are 14 days. If the payment is not received by the payment due date an invoice reminder will be sent after 14 days from the original due date. In case the invoice reminder will not be payed the 2nd invoice reminder will be sent after 14 days from posting the 1st invoice reminder. Collecting related costs and an extra 5 € for reminding are charged. P&T is also entitled to calculate default interest starting from the original due date by law (633/1982; 4 §). If the payment is not payed by the due date mentioned in the 2nd invoice reminder the case is handed over to debt collection. At this point the card will be locked and the Member will be banned from exercising. The duty to pay open payments is not disgarged.

13. Restrictions on liability: P&T reserves the right to close the gym or to change the opening hours for maintenance for shorter periods without compensation to the Member for the break. P&T also reserves the right to permanently close operations at a particular gym. The Member then may choose to move membership to another P&T gym or end membership with a refund of any remaining paid gym membership fee. P&T is not responsible for obstacles to or limitation of exercise opportunities that are due to circumstances outside or 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 governmental decision.

All exercise at P&T gym and under P&T leadership is at Member's own risk. P&T is not responsible for personal injuries or damages caused by accidents during Member's or Member's guests workout or stay in the gym. Neither is P&T responsible for any damage caused by other members or visitors to Member or Member's guests. 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 Member's or Member's guests property in the event of theft or other loss.

14. Personal Data: When the Member signs up for a membership the Member agrees that P&T will use the personal data provided, stored and processed for administration, training and marketing purposes as well as any journal records for purchase of Personal Training. P&T commits to keeping the information confidential and conforming to the Finnish Personal Data Act (Suomen henkilötietolaki, 523/1999 including changes and updates). The Member is entitled to terminate this agreement by giving a written note for P&T.

15. Safety and Conduct Rules: The Member and Member's guests are responsible for ensuring that the health status is such that one can exercise without risking one's own health. Through membership the Member agrees 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.*

* *The Member shall take care of the premises and machines and change to suitable workout clothes and indoor shoes.*

* *The member shall behave in a manner that does not interfere with other members or staff.*

* *The Member agrees that P&T may use camera surveillance at the gym for everyone's safety.*

* *It is not permitted to possess or use unauthorised preparations within the P&T gym including doping, drugs or illegal performance enhancement.*

* *The Member should always be prepared to show the membership card.*

* *If the Member damages or loses the membership card so that it becomes unusable the Member should notify P&T promptly. P&T charges 10 € for issuing a new membership card.*

* *Children and adolescents under the age of 14 are prohibited from staying at the gym. The exceptions are any specifically stated childcare area or Youth Card membership.*

* *Marketing or selling your own or someone elses goods or services at P&T is prohibited.*

* *Only instructors and Personal Trainers hired or approved by P&T may instruct and train members at P&T gyms.*

* *Photographing other members without their permission is prohibited. It is prohibited to take photos in the changing rooms, sauna and showers.*

* *The Member must have sufficient personal or private insurance covering training in the gym.*

* *Last entry is always 15 minutes before closing. The Member must leave the premises by closing time. When the Member is staying in unmanned premises after closing time P&T is entitled to charge the Member for emergency costs.*