# General terms and conditions

Valid from May 20th 2024.

## 1. General Information

The following General Terms & Conditions apply to customers who purchase a training card at Klättercentret's training facilities. For the purpose of this document, the term training card also includes punch cards. All training is subject to these General Terms & Conditions along with any terms and conditions set out in the agreement for the selected training card. These General Terms & Conditions are valid until further notice. Klättercentret has the right to change these Terms & Conditions. Any changes must be notified to the customer as described in Section 11 no later than thirty (30) days before the changes take effect. Only customers 18 years or older are allowed to enter into an agreement for monthly payment by direct debit or debit card where the customer and payor are the same. All Klättercentret training cards are personal. They may not be transferred to another person. Pre-paid membership cards cannot be repurchased or refunded. The customer has a 14-day right of withdrawal on distance purchases. More information can be found on the Swedish Consumer Agency's website and Klättercentret's website. To exercise your right of withdrawal with regards to your distance purchase, contact the Klättercentret facility to which the purchase relates. Contact details can be found on the website or in the confirmation e-mail.

#### 2. Training Cards

Training cards are purchased at prices according to the current price list. Klättercentret offers training cards with different validity periods. The validity period is usually stated in the name of the product. A punch card is valid for two (2) years from the date of purchase. Any remaining visits on the card once it expires will be invalid. When paying monthly by direct debit or recurring payment by debit card, the membership agreement runs for one (1) calendar month at a time with no commitment period. Different terms regarding the commitment period may apply in connection with promotional offers. Cancellation takes place in accordance with Section 14. The authorisation for payment by direct debit or debit card ceases to be valid once the final agreed payment has been made.

# 3. Payment Terms

Training cards are paid in full at the time of purchase. When signing up for monthly payment by direct debit or debit card, one partial payment is made up front, followed by monthly payments (see Section 4). Companies and organisations may pay by invoice in advance. Unless otherwise is notified as described in Section 11, the same monthly fee will be charged throughout the membership agreement period for training cards paid for on a month-by-month basis. However, this does not apply to discounted agreements. Separate terms and conditions or agreements apply to promotional rates and time-limited agreement rates. Fee increases due to changes in VAT or other charges imposed by a government agency are not included in the above reservation.

**3.1. For junior membership agreements**, the discount rate applicable at the time of signing the agreement will apply. From the month the customer turns 18, the monthly fee will be adjusted to that of the current adult fee (ordinary rate). The membership will then continue to run until the customer cancels their membership in accordance with Section 14.



**3.2.** For facilities offering student membership agreements, the discount rate applicable at the time of signing the agreement will apply. Student discount requires the customer to present valid student documentation at the time of signing up and every six months thereafter. When the requirements for student discount are no longer being met, the monthly fee will be adjusted to that of the current price list. The membership will then continue to run until the customer cancels their membership in accordance with Section 14.

## 4. Monthly Payment

Authorisation for payment by direct debit is provided by accepting these Terms and Conditions and the text in the Direct Debit Authorisation. Authorisation for payment by debit card is provided by accepting these Terms and Conditions. Payment is made monthly in advance from the specified account (for direct debit) or debit card (for recurring card payment), normally three (3) working days before the last day of each month (the due date). It is the customer's responsibility to ensure the availability of sufficient funds on the due date. It is also the customer's responsibility to verify that payment has been made according to the payment plan and, in case of non-payment or late payment, to ensure that the monthly fee is paid. Notification of payments is considered to have been made through these Terms and Conditions. Training cards paid by direct debit or debit card are valid until further notice unless the customer cancels the membership agreement. Such cancellation must take place in accordance with Section 14.

### 5. Non-Payment

If the customer does not make payment in accordance with the agreed payment terms, Klättercentret has the right to suspend the customer by blocking the training card until payment has been made. The customer is liable for paying the fee even during the time the training card is blocked. If there are insufficient funds to make the monthly payment on the due date, Klättercentret may make further withdrawal attempts on the weekdays of the following one (1) week (not including Saturday, Sunday, or public holidays). Non-payments will be subject to interest and a reminder fee as well as any administrative fee. The matter may then be handed over to a debt collection service. In the event of non-payment, Klättercentret reserves the right to cancel the customer's membership agreement in accordance with Section 14. In the event of non-payment, Klättercentret also reserves the right to issue a final invoice to the customer for the remainder of the current agreement period.

## 6. Change of Agreement

Customers with a fixed-term card or a training card paid by direct debit or debit card (does not apply to punch cards) may request a change of training facility. Such request is made with the local Klätter-centret on site. The customer may need to pay an administrative fee for making the change. The fee / rate may increase if the new facility charges a higher fee / rate than the previous facility. If the switch is for monthly payment by direct debit or debit card, a new agreement may need to be signed and, for direct debit, a new direct debit authorisation. No pre-paid costs will be refunded. (Learn more about other possible changes to existing agreements on Klättercentret's website.)

# 7. Order and Safety

The customer agrees to comply with the rules and safety regulations posted at each facility and to be friendly to and respectful of other customers as well as Klättercentret employees. Anyone who fails to comply may be expelled from Klättercentret's facilities.



# 8. Changes to Opening Hours and Services

Klättercentret has the right to make permanent changes to its opening hours and services. Any changes must be notified to the customer as described in Section 11. A few times per year and climbing facility, e.g. in connection with competitions and events, Klättercentret has the right to temporarily change the opening hours. It is the customer's responsibility to keep informed of these temporary changes via Klättercentret's website or via notices posted at Klättercentret's facilities.

## 9. Membership Freeze

Freezing of annual and half-year cards is allowed one (1) time during the card validity period and for a maximum of thirty (30) consecutive days. Freezing of training cards with direct debit payment or recurring card payment is allowed one (1) time per calendar year and for a maximum of thirty (30) consecutive days. An extended freeze of a maximum of twelve (12) months (365 days) may be granted for all training cards in special circumstances. Special circumstances include injury, illness, pregnancy (due to physical impediment), extended stay abroad or relocation due to studies or work. Freezing and cancellation cannot be done at the same time. The freezing of a training card is considered valid only once the customer has received e-mail confirmation from Klättercentret.

**9.1.** A freeze period of a maximum of thirty (30) consecutive days can be requested by contacting Klättercentret well ahead of the start of the freeze. Any fees already paid or monthly payments in progress will not be cancelled or refunded. A pre-paid training period can be utilised once the training card is reactivated.

**9.2.** If a freeze period of more than thirty (30) days is requested, and in case of repeated freeze periods, Klättercentret will require a certificate / documentation from e.g. a physician, employer, or school. See the website of each Klättercentret for contact details. The certificate / documentation must be received by Klättercentret no later than two (2) weeks before the desired start of a longer freeze period. After a freeze period of a maximum of twelve (12) months (365 days), the validity period of the training card will start again.

### 10. Liability and Disclaimer

Klättercentret is not liable for any injury suffered by the customer due to an accident resulting from another customer's action or failure to comply with the rules and safety regulations. All training is done at the customer's own risk. Klättercentret reserves the right to stop any training that endangers the life of a customer. Every customer has a personal responsibility to make sure they read and understand any posted rules and safety regulations. Every customer is responsible for ensuring that their health allows them to carry out the activities they choose to do in the facility. Klättercentret is not liable for any loss due to theft, burglary, or other reason, or for any damage to customer belongings.

#### 11. Notifications and Information

The customer shall be notified of any changes to these General Terms and Conditions and any price changes by e-mail to the address provided by the customer to Klättercentret. It is the customer's responsibility to notify Klättercentret of any changes to the customer's contact details and payment details for direct debit or debit card. By submitting their e-mail address, the customer consents to Klättercentret sending information via this information channel. If no valid e-mail address has been provided, it is the customer's responsibility to keep informed via notices posted at each facility or via Klättercentret's website.



## 12. Personal Data Processing

Klättercentret processes data about the customer and any other payor specified in the agreement in order to provide and administer the agreement as well as to carry out the activities to which the customer and the payor have consented. Information about Klättercentret's personal data processing can be found in the information text <a href="Personal Data Policy">Personal Data Policy</a>, which is published on Klättercentret's website.

## 13. Force Majeure

Klättercentret is not liable for any disruption in training due to circumstances beyond Klättercentret's control, including water damage, fire damage, or other damage to the training facility, strikes, lockouts, natural disasters, or decisions issued by a public authority.

#### 14. Cancellation

Klättercentret reserves the right to cancel the membership agreement with immediate effect, regardless of the type of training card or payment form, if the customer fails to comply with Klättercentret's rules and safety regulations as well as the Code of Conduct as published on Klättercentret's website. Klättercentret also has the right to cancel the membership agreement if the customer repeatedly lacks sufficient funds to make the monthly payment on the due date, if the bank account to which the direct debit authorisation is linked is closed, or if the debit card provided is invalid.

Customer cancellation of agreements for monthly payment by direct debit or debit card must be made one (1) calendar month before the month in which the customer wishes to cancel their agreement (for example, if the customer's cancellation is received on a day in April, the agreement will be cancelled on the last day of May). However, if a monthly subscription is purchased with a commitment period, cancellation can only be made once the commitment period expires. Cancellation can be made by e-mail, phone, or in person by the customer or legal guardian at the Klättercentret facility. The cancellation is valid once confirmation by e-mail has been received from Klättercentret. The customer must be able to document that the cancellation has been completed.

Cancellation of any other agreement must be made in writing to the customer's e-mail address, if one has been provided, if cancelled by Klättercentret, or, if cancelled by the customer, to the e-mail address of the relevant Klättercentret facility.

