



Hagabadet AB (hereinafter referred to as 'Hagabadet') – General Terms and Conditions of Membership.

1. General

The terms and conditions below apply to membership of Hagabadet. Members are entitled to train in accordance with these terms and conditions and the information in the membership contract. The terms and conditions apply until further notice. Hagabadet has the right to make changes to the terms and conditions, and members shall be notified of any changes in accordance with clause 11 no later than 30 days before they come into force.

2. Membership

Valid membership is obtained on payment of the price as applicable at the time. The applicable price and membership period can be found in the signed membership contract or on the renewal invoice received. All memberships are valid until further notice, though for at least 12 months. Memberships paid for by direct debit/monthly invoice are binding for 12 months and will thereafter run monthly until further notice, subject to 60 days' notice of termination. Membership is binding for 12 paid months, any free months not included. When payment is made against an annual invoice, the term of the agreement is as per the contract and ends on expiry of the term of the agreement. A Satisfied Customer guarantee applies for four weeks from the signing of the contract for any members who have not previously trained at Hagabadet. Members may terminate the agreement for any reason during the first month by contacting the member host and completing a special notice of termination form no later than four weeks after entry into the agreement. All training fees under this agreement will thereby be repaid or waived, except the fee for the first month. Any start-up packages/gifts received are included subject to completion of 12 full months. In the case of termination of membership, any gifts received will be returned and the value of services charged. After four weeks, members will not be entitled to terminate their membership and will be obliged to pay for the entire period of membership. The minimum age for signing a membership contract is 18 years. Membership is personal. A start-up fee (membership fee) will be charged to new members. Any members who have had a break of more than 60 days between two membership periods are also considered to be new members.

3. Terms and conditions of payment

Membership is paid in advance – in cash, by invoice or by monthly direct debit (see clause 4). If the invoice addressee, where this is a person other than the member, does not meet his or her obligations, responsibility for payment will pass to the member. The price of membership paid monthly by direct debit or on invoice is protected during the initial 12-month period. The price may then be increased to the price applicable at the time. The price of any fixed price membership may be increased where this is due to a change in value added tax or other charges determined by an authority outside Hagabadet's control.

4. Direct debit payment

Consent for payment by direct debit is provided as an appendix to this agreement. Withdrawals from the specified bank account for the following month will be made at the turn of each month (between the 27th and 30th of the month), and it is the responsibility of the member to ensure that funds are available in the specified account. It is also the responsibility of the member to check that withdrawals from the account have been made in accordance with the payment plan and, in the case of a missing or delayed withdrawal, to ensure that payment can be completed. Notification of the payments is considered as done through these terms and conditions until further notice. If the member fails to ensure that funds are available in the specified account, Hagabadet will ask the member to ensure that the monthly fee is paid immediately and within no more than ten days. If there are insufficient funds in the account at the time of withdrawal, an invoicing fee will be charged. The case will then be handed over for debt collection. Following the mandatory 12-month binding period, membership paid by direct debit will continue to be valid until further notice unless the member terminates the agreement. Notice of termination of direct debit agreements is to be given no later than 60 days before the desired end, and no earlier than after the mandatory and charged 12-month period. For the avoidance of misunderstanding, notice of termination should ideally be given in writing and preferably in person.

5. Missing payment

If payment is not made in accordance with the agreed terms and conditions of payment, Hagabadet will be entitled to suspend the member by blocking his or her membership card until payment is made. Members will be obliged to pay membership fees during the period for which the membership card is blocked. In the event of any missing payment, Hagabadet reserves the right to terminate the membership contract, with cessation in accordance with clause 14.

6. Code of conduct

Members are obliged to comply with the applicable code of conduct and instructions regarding training methods and training equipment as directed by the staff at Hagabadet verbally or in writing. Members are expected to behave in a manner that does not inconvenience other members, guests or staff. It is not permitted to possess or use any prohibited substances within the facility, including any doping or performance-enhancing agents.

Members must show their membership card on entry into Hagabadet's premises. If the membership card is lost or damaged, this must be reported immediately to the staff at reception. A new membership card will be issued, subject to an administration charge of SEK 100. Membership is personal and may not be used by any other person. Where a breach of the content of this clause is suspected, Hagabadet's staff have the right to expel the member from the facility and to exclude the member from training without compensation. Members are responsible for ensuring that accompanying guests comply with the applicable rules and instructions.

7. Changes to opening hours and range of services

Hagabadet reserves the right to make changes to opening hours and group training schedules, as well as to premises and equipment, which may lead to restrictions in the range of services. The range of services and opening hours are limited during major holidays and during the summer. Hagabadet is entitled to close the facility for a period during the summer for basic renovation and maintenance.

8. Membership upgrades and downgrades

Members choose a membership that determines the times of day at which the membership is valid, and which options are included, where applicable. Members are entitled to upgrade to a more comprehensive membership during the membership period. An equivalent downgrade is possible after the first 12 months of membership, though not during the membership period in progress.

9. Freezing of membership

All memberships may be frozen in the event of injury or illness on production of a medical certificate, or in the event of temporary work/study in another location on production of a study/employer certificate. In the event of pregnancy, membership can be frozen for four months without a medical certificate. Freezing of membership on production of a medical certificate can only be done for at least 30 days and a maximum of 365 days. No compensation or reimbursement is made for any frozen time that is not used in some way. Any monthly fees paid while the membership was frozen on production of a certificate will not be reimbursed but may be used in the form of time immediately following the period of notice/term of the agreement.

10. Liability and insurance

All training is performed at the person's own risk. Hagabadet is not liable for any personal injury caused to the member through any accident or as a result of the actions or lack thereof by another member or visitor. All members and their respective guests are responsible for ensuring that their state of health is such that they are able to participate in their chosen activities at Hagabadet without risk. Hagabadet is entitled to terminate the membership if the training entails a deterioration in the member's state of health. Hagabadet is not liable for any losses due to theft, break-in or other cause, nor for any damage to the belongings of members or other visitors.

11. Notices and information

Notices of price changes and changes to the general terms and conditions of membership will be posted on Hagabadet's notice boards. Up-to-date terms and conditions of membership can be found on Hagabadet's website. It is the responsibility of members to notify Hagabadet immediately of any changes, for example to their name, address, e-mail address, telephone number and – for memberships paid by direct debit – bank account number. Any member who has provided contact details consents to Hagabadet sending information and offers via Hagabadet's information channels.

12. Processing of personal data

Hagabadet processes such personal data about members that is necessary in order to fulfil its obligations under the signed agreement. The data may be coordinated with other registries for the purpose of good customer and registry maintenance. Members give consent for their personal data to be used to provide information about Hagabadet's services and offers from third parties, and in order to provide good service in other respects. Members wishing to be provided with information about the data recorded by Hagabadet may receive this by sending a written request to Hagabadet. Members may also request the correction of any erroneous data.

13. Force Majeure

Hagabadet is not liable for any interruptions to training opportunities resulting from circumstances that are beyond Hagabadet's control, such as water damage, fire damage or other damage to the facility, strikes, lockouts, natural disasters or government decisions.

14. Premature termination on Hagabadet's part

In the event of the premature termination of this agreement for reasons other than a material breach of contract by the member, the unused part of the prepaid payment will be reimbursed.