

# Membership contract

**ElitePole ApS.**

**Rentemestervej 64, 2400 Kbh. NV**

**Prags Boulevard 24, 2300 Kbh. S**

**CVR: 37 84 01 30 / 36 49 40 50**

**Email: [Kontakt@ElitePole.dk](mailto:Kontakt@ElitePole.dk)**

## Member information:

**Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_ **Post nr.:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**CPR nr.** \_\_\_\_\_

**Reg:** \_\_\_\_\_ **account:** \_\_\_\_\_

NB: It is the member's responsibility to inform ElitePole if there are any changes in the member information's provided above. ElitePole disclaims any responsibility if there is an error in the member information's. ElitePole commits to handle the above information as confidential and under no circumstances it will be disclosed to third parties for commercial purposes. It is the member's responsibility to update the information, whenever changes occur.

The age limit at ElitePole is 16 years. If the member is under 18, the contact needs to be signed by the parent/guardian on behalf of the member.

The member agrees to be contacted by ElitePole via e-mail regarding any important information at the studio, news, workshops and etc. The member commits to read the newsletters and other important information sent by ElitePole to the member's e-mail address.

NB: If you have any missing payments, you might receive a reminder to your email. For every reminder, you will get charged 100 kr. for failed payment. Read more under "Payment". If there is a cancellation of the class, which the member is signed up for, the information about the cancellation will be sent to the member's e-mail address or SMS to the mobile phone mentioned in the contract.

We would like to pay your attention to the fact that training at ElitePole is held under your own responsibility. Any accidents or injuries, which occur due to training at ElitePole, will be covered by the private insurance of the member. ElitePole is not liable for injuries and accidents during or/ and after the training at our studios.

All valuable things, which are stored and/ or forgotten at the premises of ElitePole are at the members own risk. ElitePole is not liable and will not cover the losses of the valuables. It is under the responsibility of the member to have an insurance covering loss, damage, accident and theft of property.

**General rules:** ElitePole has a right to terminate membership without a notice in case if there is a perceived violation of the rules. ElitePole will assess whether there is a violation of rules in each case individually. The theft cases will be handed over to the police and the membership will be immediately terminated without a notice. The member's password to our booking system is confidential. It is forbidden to book classes under a name/ membership other than your own. Moreover, ElitePole does not take responsibility for any cases of abuse of this kind. In case if the penalty fee occurs, it will always be charged on the name, which stands on the booking. The membership card as well as the log-in to the booking system is personal, and it is therefore strictly forbidden to lend it to others.

**General rules of the house:** We kindly ask you to switch off the sound on the mobile devices during all the class and not to use your phone during the class, unless it is agreed otherwise with the instructor. It is required to follow the directions of the instructor at the class and to be respectful towards the instructor, other members and other staff of the ElitePole. It is not allowed to check in with your card at the computer for a class you have signed up for, and then leave/not attending the class, unless agreed with the instructor. In such cases, we consider to have full right to charge the member with a penalty fee of DKK 75, - for having taken a spot at the class from another member (plus additional administration fee of DKK 25,- on top).

**Booking of classes:** Cancellation of the booking must take place at least 4 hours before the class starts. After that it is not possible to cancel the booking and the member will be charged DKK 75, - per class, which the member has been signed up for and did not attend to. The member has to check in at the computer for each class he/she is attending. If the member does not check in, we will consider it as a missed class and charge the penalty fee of DKK 75, - for each class, which a member did not check in for. A member receives a receipt once he/she is checked in for the class. In case if there are any doubts whether the member has checked in for the class, the member should always be able to prove it with a valid receipt. If the member cannot show the receipt, ElitePole has a right to charge the member for not attending the class. We recommend to come 5 minutes before the class starts. The absence fee will be charged automatically together with the membership invoice every 1<sup>st</sup> of the month. The replacement of a lost membership card costs DKK 80, -. If the card is forgotten, the fee is DKK 40,-. If the member has forgotten the card, he/she should always inform instructor about it before the class starts, otherwise the member will be charged the absence fee of DKK 75,-. A member can max. have 2 bookings in the booking system at the time. If you have an additional membership, which includes both studios, you can have max 2 bookings in the system for each studio at the time (4 bookings in total). (Additional membership cannot be purchased online, it can be ordered at the studio or by email). You can, of course, train more than the max number of bookings. It just means, that you can secure a place only on 2-4 classes at the time (depending on your membership type). You can book your next classes only after the previously booked ones are finished.

**Termination/ binding:** The membership can be terminated at any time after the expiration of the binding period. Termination will take place in the following month, according to the termination rules below. The member can terminate the membership after the 4 months and the end of the current month after the membership has been activated (if the chosen membership has a binding period). If the termination request is sent after the 15<sup>th</sup> of the current month, the termination will take place only in the second following month, meaning that the member will have to pay for one additional month. The member can of course train at ElitePole during that month. The membership termination request must be sent via e-mail to [kontakt@ElitePole.dk](mailto:kontakt@ElitePole.dk). The e-mail must contain the full name of the member, membership number and the last payment date. The termination will be valid only if the member has provided correct information about the membership number, last payment date, given there is no binding period left and the request has been sent within the above mentioned deadline. The member has to send the termination request before the 15<sup>th</sup> of the current month containing correct information in order to terminate the membership on the 1<sup>st</sup> of the following month. If any doubts arise in regards to the membership termination, it is member's responsibility to prove that the termination has been carried out in compliance with the above mentioned procedure. It is not possible to terminate the membership while it is being put on-hold, only after 1 payment after the membership has been put on hold. The termination cannot be done retrospectively. If you have a premium membership for both studios, both memberships in your name will be terminated upon the request.

**Pausing membership:** The membership can be put on hold at any time after the binding period expiration for a fee of DKK 100,-. The membership can only be paused for the full month, meaning from the 1<sup>st</sup> to the 1<sup>st</sup> of the following month and only once a year. The maximum period of putting membership on hold is 6 month. If a member would like to pause the membership, he/she must do it via e-mail to ElitePole, stating the membership number and the date of the start and end of the membership pause. The membership can be considered as "put on hold" only after a member have received a confirmation e-mail from ElitePole. If ElitePole received the request e-mail after the 15<sup>th</sup> of the month, the earliest period, when the membership can be paused is the second following month. Thus, a member has to pay for the following month, before the membership is being put on hold. The member can, of course, train during that month. The member must make sure to send the e-mail requesting to pause the membership, before the 15<sup>th</sup> of the month, to have the "on-hold" period starting on the 1<sup>st</sup> of the upcoming month. If the member has an supplement membership for both studios, both memberships on the member's name will be paused.

**Payment:** You only pay from the date you signed up for the membership. Your first payment will include the rest of the month from the date where you signed up, the whole following month, because memberships are paid ahead, and the signup fee at DKK 150, -. If you sign up at the end of the month, your first payment will take place on the 1<sup>st</sup> of the next month. After the PBS system will be force, you will pay for one month at the time. This means that the monthly membership payment together with administrative fee of DK 20, - and any other incurred fees will be automatically charged to your account each 1<sup>st</sup> of the month. The membership is valid until terminated, thus is not terminated automatically. Not using the membership does not relief the member from the payment, unless the member requested putting the membership on hold. If you have a premium membership together with the DKK 349, - membership, both memberships will be blocked if there has not been a timely payment done for at least one of them. You will be able to train again only after you have settled the overdue with ElitePole. Every reminder for failed payment imposes an additional fee of DKK 100, - in accordance with the Interest Charge Act § 9, stk. 2, nr. 2. ElitePole has right to decline a member and suspend him/her from training at ElitePole until the overdue full amount has been paid in full. The case of bad debt will be handed over to debt collection, which will incur additional costs to the member.

**Changing the membership type:** You can always change your membership for a fee of DKK 100, -. You can change your membership type to the cheaper one only after the binding period has expired, but you can always upgrade your membership. If you upgrade your membership, the binding period will stay the same as in your initial membership. You can always get a supplementary membership allowing you to train in both studios for only DKK 100,-. If you buy a membership online and wish to train in both studios, select the membership of DKK 349, - and select one of the studios. Next time, when you come to the studio, please inform the instructor that you would like to purchase an additional membership and fill in the contract for new membership.

**PBS:** If the member is not enrolled into the PBS system, the administrative fee for the membership will be DKK 39, - pr. month until the member enrolls to PBS. Your first invoice will be a bill, which is sent to your home address. All the following payments will be done automatically via PBS. If the next invoice will be made via payment slip and not PBS, the administration fee of DKK 39, - per month will be charged immediately until the payments are done via PBS. ElitePole does not take any responsibility if the member provides wrong information in the contract (such as name, CPR-number, account details), which can be an obstacle for PBS payment to go through or the member does not receive the invoice to his/ her home address, as expected. Please note if you chose an additional membership alongside with the membership of DKK 349, - per month, you have 2 separate PBS agreements. According to the rules mentioned above, if the member chooses not to enroll into the PBS system, the administration fee of DKK 39, - will be charged per each of the membership payments.

**Yes, (Put X) \_\_\_ I have read understood and accepted the above mentioned conditions in regards to training at ElitePole.**

**Chose the studio: (Put X) Rentemestervej 64, 2400 CPH. Nv. \_\_\_ Prags Boulevard 49, 2300 CHP. S. \_\_\_**

**Chose the membership type:**

- Yes, please \_\_\_ (Put X) DKK 279,-/ month. Over PBS, attached to 1 studio. Max. 5 classes per month, 4 month binding period.
- Yes, please \_\_\_ (Put X) DKK 349,-/ month. Over PBS, attached to 1 studio. Unlimited training, 4 month binding period.
- Yes, please \_\_\_ (Put X) DKK 499,-/ month. Over PBS, attached to 1 studio. Unlimited training, no binding period.

**Additional membership** (NOTE! This can only supplement the membership of DKK 349,-/ month, and this additional membership is charged separately)

- Yes, please \_\_\_ (Put X) DKK 100,-/ month. Over PBS, allows training in both studios.

Date and member's signature

(Under 18 years old)/ Guardian's signature

Date of membership activation

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