

Membership contract / "Handelsbetingelser"

ElitePole ApS - CVR nr. 37 84 01 30

ELITEPOLE

☆ By Marie Kolstrup ☆

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.

The age limit at ElitePole is 16 years. If the member is under 18, the contact must 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 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 will receive a reminder to your email / phone. For every reminder, you will get charged 100 kr. for failed 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 written phone number.

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 may occur due to training at ElitePole, will be covered by the private insurance of the member. ElitePole is not liable for injuries or accidents during or/ and after the training at our studios.

All values 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 a private insurance that covers loss, damage, accidents, injuries and theft of property.

General rules:

ElitePole has the right to terminate your membership without a notice in case 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. All ElitePole locations is under video surveillance, which you accept by signing this contract. The member's login to the 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 have the 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 must 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 you arrive 5 minutes before the class starts. The absence fee will be charged automatically together with the membership invoice every 1st 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 same time. If you have the membership, which includes all studios, you can have max 4 bookings. You can, of course, train more than the max number of bookings. It just means, that you can reserve a place only on 2-4 classes

(depending on your membership type), and 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. At the termination the member must pay for the current month plus the following month, according to the termination rules below. The member can terminate the membership after the 4 months of binding period (if the chosen membership has a binding period) and after the end of the current month plus the upcoming month. The membership termination request must be sent via e-mail to 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 rules. If any doubts arise in regard 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 in compliance with the above-mentioned procedure. The termination cannot be done retrospectively.

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 1st to the 1st of the following month and only once a year. The maximum period of putting membership on hold is 6 months and 2 times a year. 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 or do it online. 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 15th 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 15th of the month, to have the "on-hold" period starting on the 1st of the upcoming month.

Payment:

You only pay from the date you purchased the membership. Your first payment will include the rest of the month from the date you signed up, the whole following month, because memberships are paid ahead, and the signup fee at DKK 150, -. After this you will pay for one month at the time which will be paid automatic each month from your payment card. 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 1st 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. In case of missing payment your membership will be blocked so you will not be able to book classes, and we will send you a reminder. 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. By signing this contract, you accept that ElitePole will save your personal information's. You also accept that ElitePole automatic will charge you your monthly payment from your card every month. In case of failed payment, you accept that ElitePole will handle over your personal information's to a third part.

Missing payment:

If the monthly payment is not paid in time, we will send you a fee at 100 kr. If you then do not pay the failed payment within 10 days you must pay for your whole (binding) period immediately, and you cannot use your membership before the payment is succeeded. You will not get any refunds for the period you could not use your membership.

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.