

General terms & conditions

Valid from May 25, 2018.

1. General

The following General Terms & Conditions are valid for those who buy a training card at Klättercentret's training facilities. Training should occur according to the terms specified in the agreement and the below terms and conditions, which are valid until further notice. Klättercentret owns the rights to change the terms and conditions and all changes will be made available to the customer according to section 10, no later than 30 days before the changes take effect. All training cards are personal. Training card transfer to another person is not possible. Repurchase or repayment of training cards paid for in advance is not possible.

2. Training cards

The price of the training card is according to the current valid price list. The validity period is stated in the agreement. A clip card is valid for two (2) years from date of purchase. Any remaining entrance clips when clip card expires are invalid. Training card fees paid monthly by direct debit will automatically continue at the end of each month unless the customer give Klättercentret one (1) full calendar month's notice to end it. Termination of direct debit agreement is done according to what is described in section 13. Direct debit authorisation ends after the last withdrawal of the direct debit agreement.

3. Terms of Payment

The training card is paid for in advance by cash, credit card or via direct debit (see section 4). Companies and other organisations can pay by invoice in advance. Direct debit training cards, which are not junior training cards (under the age of 18), are charged the same monthly fee throughout the validity period. A junior direct debit training card has a price increase in the first month after the card holder has turned 18 years old. The new fee will be adjusted to that of the current adult direct debit training card fee. Separate terms and conditions apply for promotional campaigns and temporary price agreements. Fee increases due to changes in VAT or otherwise imposed by the public authorities are not included in the above mentioned reservation.

4. Direct Debit Payment

Consent to payment by direct debit is given by agreeing to these Terms and Conditions, as well as the Mandate Text (see attachment) for Autogiro. Debit takes place monthly, and in advance, from an account specified by the customer, normally three (3) working days before the last day of each month. It's the customer's responsibility to ensure that enough funds are in their account for debit each month. It's also the customer's responsibility to check that the withdrawal has been made according to the payment plan and to make sure that, in the event of failure or delay, the monthly fee is paid. Training cards paid by direct debit continues until further notice, unless member terminates the agreement. Such termination shall be in writing and in accordance with section 13.

5. Failure to Pay

If a customer does not make the payment in accordance with the agreed payment terms, Klättercentret has the right to suspend the customer by blocking their training card until payment is made. The customer is required to pay the fees even during the time the training card is blocked. If there are not enough funds in the specified account for direct debit at payment day, Klättercentret has the option to, for a maximum of one (1) week, make further withdrawal attempts in the next few business days (does not include Saturday, Sunday or public holidays). For non-payment, interest and late payment administrative fee will be charged. Extended payment delays will be sent to collection services. Klättercentret reserves the right to, in the event of non-payment, terminate the agreement according to section 13. Klättercentret also reserves the right to, in the event of non-payment, send a final invoice to the customer including any remaining time on the current agreement period, or time to come until the termination of direct debit agreement is made.

6. Order and Safety

The customer agrees to follow the rules and safety regulations that are displayed at each facility and the code of conduct posted on Klättercentret's website.

7. Changes to Opening Hours and Services

Klättercentret reserves the right to make permanent changes to opening hours and services. Changes shall be communicated to the customer in the manner described in section 10.

A few times per year and climbing facility, for instance when there are events or competitions, Klättercentret have the right to temporarily change the opening hours and services. When it comes to these temporarily changes it is the customer's responsibility to accumulate updated information via notices at each facility, or Klättercentret's website.

8. Freezing and Extension Period

Freezing of a half year card or annual card is allowed one (1) time during the card validity period and for a maximum of 30 days. Freezing of a direct debit agreement is allowed for one (1) time during each calendar year and for a maximum of 30 days. An extension period of 12 months (365 days) may be granted to all training cards under specific circumstances. Specific circumstances include injury, pregnancy (due to physical impediment), relocation or longer stay abroad (due to studies or work). For these longer freeze periods, and for repeated extension periods, Klättercentret will request a supporting certificate/document issued by healthcare, business organisation or school/university. A freezing or extension period shall be requested by the card holder by e-mailing Klättercentret's customer service no later than one (1) month prior to the desired start of such period. After a period of maximum 12 months (365 days), the training card validity period begins to apply again.

The freezing or extension of the training card is valid first when a confirmation e-mail is received from Klättercentret.

9. Liability and Disclaimer

Klättercentret is not liable for injury caused to a customer due to an accident being the result of another customer's negligence or failure to act accordingly. All training is done at own risk. Klättercentret reserves the right to discontinue a practice, which endangers the life of a customer. It's the customer's responsibility to ensure that the displayed rules and safety regulations are read and understood. Every customer is responsible for their health status being such as that they can safely exercise the activities they choose within the facility. Klättercentret is not responsible for losses due to theft, burglary or other reason, or damage to the customer's belongings.

10. Notices and Information

The customer will receive notifications of changes to the terms and conditions and price changes by e-mail to the address which the customer has given to Klättercentret. It is the responsibility of the customer to notify Klättercentret of any changes to contact details and, for training cards paid by direct debit, bank account etc. Customers that have submitted an e-mail address, also agree to Klättercentret sending information via this channel. If a valid e-mail address is missing, it is the customer's responsibility to accumulate updated information via notices at each facility, or Klättercentret's website.

11. Processing of Personal Data

Klättercentret processes information about the customer and other payers mentioned on the agreement. This is to provide and administer the agreement, for the activities the customer and other payers have agreed to. You will find information regarding Klättercentret's handling of personal data in our Privacy Policy which is published on our website.

12. Force Majeure

Klättermittret is not responsible for any interruption of training opportunities due to circumstances beyond Klättermittret's control, such as water damage, fire damage or other damage to the training facility, strikes, lock-outs, natural disasters or decisions made by public authorities.

13. Termination of Membership Agreement

Klättermittret reserves the right to immediately terminate a customer agreement in the event of a customer not following Klättermittret's code of conduct and safety regulations as posted on the Klättermittret website. This also applies if a customer repeatedly is without sufficient funds on their direct debit account on the payment day, or if the bank account direct debit consent is linked to is terminated. Training card fees paid monthly by direct debit will automatically continue at the end of each month unless the customer gives Klättermittret one full calendar month's notice to end it. The customer must pay the full training card rate during the month's notice. Example: The customer gives notice to end the contract on any day in April, but the full calendar month's notice will not start until 1 May and the customer will leave on 31 May (the final payment will be for the month of May). Cancellation of a direct debit agreement can only be made in writing to kundservice@klattercentret.se. Termination of any other customer agreement shall be made in writing, regardless of party, to the customer's e-mail address, if available, as well as to Klättermittret's respective facility e-mail address. A termination is valid when confirmation e-mail is received from Klättermittret.

Mandate text for Autogiro

Valid from May 25, 2018.

The mandate text is the text that describes the conditions and rules for Direct Debit (Autogiro). This is the text the customer (payer) agrees to with their consent. The mandate text is a prerequisite for an approved mandate. If the concessions are signed before 1 August 2010, the mandate text valid at that point applies.

Mandate for payment by Autogiro

The undersigned ("the payer"), consents to payment being made by withdrawal from the account indicated or an account indicated by the payer at a later time or from the account that is connected to the bankgiro number indicated on request of the indicated payee for payment to the payee on a certain date ("the due date") through Autogiro. The payer consents to processing of personal data provided in this mandate being handled by the payer's payment service provider, the payee, the payee's payment service provider and Bankgirot AB for the administration of the service. Personal data managers for this personal data processing are the payer's payment service provider, the payee and the payee's payment service provider. The payer may at any time request to receive access to or correction of the personal data by contacting the payer's payment service provider. Further information regarding the processing of personal data in connection with payments may be found in the terms and conditions for the account and in the agreement with the payee. The payer can at any time revoke his or her consent, which concludes the service in its entirety.

Description

General

Autogiro is a payment service that means that payments are carried out from the payer's account on the initiative of the payee. For the payer to be able to pay through Autogiro, the payer must provide his or her consent to the payee that the payee may initiate payments from the payer's account. In addition, the payer's payment service provider (e.g. bank or payment institution) must approve that the account can be used for Autogiro and the payee must approve of the payer as a user of Autogiro. The payer's payment service provider is not obliged to check the authorisation of or notify the payer of requested withdrawals in advance. Withdrawals are charged to the payer's account in accordance with the rules that apply at the payer's payment service provider. The payer receives notification of withdrawals from his or her payment service provider. On request of the payer, the mandate can be transferred to another account with the payment service provider or to an account with another payment service provider.

Definition of banking business day

A banking business day refers to all days except Saturday, Sunday, Midsummer's Eve, Christmas Eve or New Year's Eve or another public holiday.

Information on payment

The payer will be notified by the payee of the amount, due date and means of payment no later than eight banking business days before the due date. This can be notified prior to every individual due date or on one occasion

concerning several future due dates. If the notification refers to several future due dates, the notification must be made no later than eight banking business days before the first due date. However, this does not apply to cases in which the payer has approved the withdrawal in conjunction with a purchase or order of a product or service. In such a case, the payer receives a notice from the payee regarding the amount, due date and means of payment in conjunction with the purchase and/or the order. By signing this mandate, the payer provides his or her consent to payments covered by the payee's notification in accordance with this section being carried out.

Sufficient funds must be available in the account

The payer must ensure that sufficient funds are available in the account no later than 12:01 a.m. on the due date. If the payer does not have sufficient funds in the account on the due date, it may mean that payments cannot be carried out. If sufficient funds are unavailable for payment on the due date, the payee may make additional withdrawal attempts during the coming banking business days. The payer can receive information from the payee upon request regarding the number of withdrawal attempts.

Stop payment (revocation of payment order)

The payer may stop a payment by contacting either the payee no later than two banking business days before the due date or his or her payment service provider no later than the banking business day before the due date at the point in time indicated by the payment service provider. If the payer stops a payment as per the above, it means that the current payment is stopped on a single occasion. If the payer wants all future payments initiated by the payee to be stopped, the payer must revoke the mandate.

Mandate's period of validity, revocation

The mandate is valid until further notice. The payer has the right to revoke the mandate at any time by contacting the payee or his or her payment service provider. In order to stop payments not yet carried out, the notice of the revocation of the mandate must be received by the payee no later than five banking business days before the due date or be received by the payer's payment service provider no later than the banking business day before the due date at the point in time indicated by the payment service provider.

The right for the payee and the payer's payment service provider to end the connection to Autogiro

The payee has the right to end the payer's connection to Autogiro 30 days after the payee has notified the payer thereof. However, the payee has the right to immediately end the payer's connection to Autogiro if the payer on repeated occasions does not have a sufficient account balance on the due date, if the account to which the mandate pertains is closed or if the payee deems that the payer should not participate in Autogiro for another reason. The payer's payment service provider has the right to end the payer's connection to Autogiro in accordance with the terms that apply between the payer's payment service provider and the payer.