

Terms of agreement

These terms and conditions apply to membership of Kraft, the Arctic Student Welfare Organisation (Kraft Sports Centre, Kraft Elverhøy, Kraft Narvik and Kraft Stadion), hereafter referred to as Kraft.

1. Terms of agreement

These terms of agreement are our conditions for the membership agreement between the member and the Kraft centre concerned. All the various Kraft memberships are regulated by these conditions, but the scope of the various types of agreement is based on the current descriptions published on our website, www.kraftsportssenter.no. As a member, you are obliged to keep informed about and comply with the terms and conditions that apply to the activities at Kraft.

In the event of discrepancies between the Norwegian and English versions of the terms of agreement, the Norwegian version shall prevail.

2. Membership

To be eligible for Kraft membership, you must be in generally good health, have no outstanding debts associated with previous membership at a Kraft fitness centre and not be banned from one or more Kraft centres. The minimum age for membership is the year one turns 16 unless a special exemption is granted. ID must be presented. A person under age 18 may take out membership providing their parent/guardian enters into the agreement on their behalf.

By entering into the membership, the member confirms that he/she is physically and mentally fit to use the training facilities in a responsible and health promoting manner.

3. Terms of payment

All payments to Kraft are via direct debit using AvtaleGiro, which is a Norwegian service for automatic payment of your regular invoices. Your bank will ensure such invoices are paid directly from your account on the due date. To be eligible for AvtaleGiro, you must have a Norwegian bank and be at least 18 years old.

The member is responsible for ensuring that authorisation of his/her direct debit is created, as this is an agreement between the member and his/her bank. Moreover, he/she must ensure that the direct debit authorisation is always valid. Deletion of the AvtaleGiro agreement does not affect the member's payment obligations and does not constitute termination of membership.

The AvtaleGiro agreement must be active before the 4th of each month for the monthly payment to be processed in the normal manner without incurring additional fees. In cases where the AvtaleGiro is not active by the 4th of the first month after registration, the initial payment may be made at the centre concerned. Thereafter, the agreed monthly fee will be deducted from the member's account by AvtaleGiro on the 20th of each month. Instalments must be paid by the agreed date.

When registering at Kraft, the membership fee is payable for the entire first month. Any unused days from prior to the date of registration will be moved to the end of the membership, in addition to a one (1) month notice period.
Example: If the date of registration is 18 July and termination of membership is registered in October, the last payment will be on 20 November. This will apply for the entire month of November, and the member will have access to Kraft's facilities until 17 December. The 17 days in December are added to the membership owing to the 17 unused days paid for when registering in July.

4. Termination of membership

All memberships, except for prepaid cash memberships, continue until termination of the membership is registered correctly. The period of notice is one (1) month, starting from the first of the month after the notice of termination was received. The membership will remain active throughout the entire period of notice. The final date of the membership is based on the date you registered. As the first payment applies for the entire month, any unused days from prior to the date of registration will be moved to the end of the membership. *See the example in point 3.*

Membership is terminated by sending a written resignation by e-mail to narvik@kraftsportssenter.no. The member will receive a confirmation of the registered termination from Kraft within 14 days.

5. Prepaid cash memberships

For a small number of our memberships, we allow advance cash payments applicable for the entire training period (including memberships for international students, upper secondary school pupils and brief promotion periods). For prepaid cash memberships, the member must pay the entire amount for the chosen period in one transaction when registering. The member must pay the membership fee regardless of the amount they train. No price adjustments will be

made during the period of the cash membership, and the agreement may not be terminated during the prepaid period. Prepayments are non-refundable.

6. Termination of membership/Overdue instalments/Breach of agreement

In the event of overdue payment, reminder fees and charges will be incurred in accordance with the current rules concerning the recovery of overdue pecuniary claims. In the event of unpaid instalments, the claim will be transferred to a third party to follow up the claim and, if necessary, to a debt collection agency. In the event of three or more unpaid instalments, the fitness centre will ban the member until the claim is settled or terminate the membership and charge a penalty fee equivalent to remaining value of the agreement. However, this will not impact on the unpaid claims.

In the event of behaviour in breach of Kraft's terms of agreement or other regulations, such as rules or conduct or safety rules, the centre may expel the member with immediate effect and ban him/her for up to one year or terminate his/her contract with immediate effect without obligation to refund the membership fee he/she has paid. In the event of a ban, the member will be bound by the terms of his/her membership agreement but will not have access to Kraft's facilities.

7. Transfer of membership

Membership is personal and may not be used by or transferred to others. Kraft retains the right to transfer the agreement with all rights to a third party.

8. Responsibility

The member is responsible for ensuring that his/her correct personal details are registered in Kraft's systems. These details may be updated via "My page" or by contacting your primary fitness centre. The member is also responsible for claiming any discounts he/she is eligible for (student price, staff discount, etc.). The member is also responsible for ensuring that the correct amount is deducted each month, and Kraft is not obliged to reimburse the difference if the member has not claimed the correct discount. Furthermore, the member is responsible for notifying Kraft about the ending of any discount /change of price group if he/she no longer meets the requirements for the discount. Students must provide valid student ID each semester. This must be done by the end of January and September each year to keep the discounted membership price.

All training and use of the centre at the member's own risk, including loss or damage of personal clothing and possessions. Kraft accepts no liability for the theft or loss of a member's personal property.

9. Access

Membership cards and membership are personal and may not be loaned to others. Members are not permitted under any circumstances to admit others to the centre. If this rule is breached, the member responsible will incur a fee of NOK 1,500.

If a member loses his/her membership card, he/she must notify Kraft immediately. If Kraft suffers any form of financial loss (theft, vandalism, etc.) due to the member's lost access card before the card is reported as missing, the member may be held liable for any loss/damage. The member will be charged for a new membership card based on the current price list.

The member must register his/her card at the entrance every time he/she trains at the centre. If you forget your card, you must contact an employee at Kraft who will admit you to the centre upon presentation of valid ID. If you are granted access in this manner several times, Kraft reserves the right to refuse access to the centre until you present a valid membership card or obtain a new membership card.

10. Video surveillance

Video surveillance may occur at Kraft's fitness centres. The purpose of such video surveillance is to prevent vandalism, theft, robbery and other criminal acts, as well as to have extended security control of entrances to prevent misuse of key cards and other unlawful access. The video surveillance is undertaken in compliance with Norwegian privacy legislation. For more information about the Arctic Student Welfare Organisation's privacy policy, please click here: <https://samskipnaden.no/om-samskipnaden/personvern>

11. Marketing

Members cannot reserve themselves against receiving information about membership, membership conditions and other important information pertaining to your fitness centre and membership.

12. Rules of conduct

Members are obliged to comply with our rules of conduct. Furthermore, members are responsible for keeping updated with our rules of conduct. These rules are published on Kraft's website.

13. Clean fitness centre

Kraft has entered into an agreement concerning "Clean Fitness Centre" with Anti-Doping Norway because we want a clean, healthy and health-promoting training environment at our fitness centres. Consequently, the use of doping agents (stimuli/steroids, etc.) among our members is not tolerated. As a member of Kraft, you distance yourself from use of doping agents and are familiar with the fact that use of such substances constitutes a material breach of the membership agreement, which gives Kraft the right to terminate the membership agreement with immediate effect without obligation to refund the membership fee paid. Any member who breaches of our anti-doping rules will receive a three-year ban from Kraft. By accepting our terms of agreement, the member commits to this declaration:

"I commit to not using doping agents (stimuli/steroids, etc.) that appear on the specific anti-doping list for fitness centres. I am aware that this list is published on www.antidoping.no. Kraft has entered into an agreement concerning performance of doping controls with Anti-Doping Norway. If there are signs or symptoms of the use of doping agents at the fitness centre, I am aware that I will be summonsed to a meeting. During this meeting, I will be presented with a doping control agreement requiring me to provide a sample while at the fitness centre, if the signs of possible use of doping agents persist. Failure to sign this declaration will be regarded as a material breach of my membership agreement and Kraft will have the right to terminate the agreement."

As of 1 July 2013, the use of doping agents is against the law, pursuant to Section 24 a) of the Medicines Act. Use or suspicion of use of doping agents at Kraft can be reported to the Police.

14. Membership freeze

Freezing your membership is an opportunity to take a temporary break for a period without paying the ordinary membership fee. When a membership is frozen, the member will not have access to Kraft. All members are entitled to freeze their membership for up to two months during a 12-month period by paying a monthly administration fee. You may request a freeze by sending an e-mail to narvik@kraftsportssenter.no.

During the active binding period, the member may freeze his/her membership for up to two months without incurring a fee. The binding period will then be extended by the same number of months as the membership is frozen. When the binding period has expired, the member is entitled to freeze his/her membership in accordance with the normal "freeze rules" for up to two months during a 12-month period. This incurs an administration fee of NOK 49 per month.

Memberships may only be frozen for complete calendar months. The membership will begin to run again automatically when the agreed freeze period ends. It is not possible to terminate memberships while they are frozen or to freeze a membership during the period of notice.

Applications to freeze memberships for longer periods will be assessed on a case-by-case basis. Circumstances in which longer freeze periods may be granted include sick leave of more than one month's duration and temporary posting in connection with work/education and military service. Send a written application supported by relevant documentation to your primary centre. Applications must be made prior to the freeze period or, in the event of injury or illness, as soon as possible after the illness/injury occurs.

Freeze of membership with retrospective effect will not be granted. The member will receive a response to their application within 14 days.

15. Changes

The centre reserves the right to change its service provision. Kraft retains the right to change its prices and conditions.

Notification is not required for price rises equivalent the increase in the consumer price index, and such rises do not entitle the member to the right of cancellation. When entering into a discounted membership (student, company, promotion, etc.) the price may be adjusted automatically, and without further notice, to the ordinary price in accordance with the current price and any price guarantee. It is the member's responsibility to present documentation confirming that the discount should be continued. Kraft offers the member a price guarantee for the monthly fee when entering into a membership agreement with a binding period. However, this does not apply if the membership entered into is based on a campaign that defines the price structure or if the reason for the discounted membership ceases to exist.

Kraft must notify of any changes it considers to be of a certain significance and in disfavour of the member a minimum of one month before the change takes effect. In such circumstances, the member is entitled to terminate the agreement in accordance with the stipulated rules for termination of membership.

16. Right of cancellation

The right of cancellation applies only in cases when the contract is concluded as a distance contract or off-premises contract, cf. Section 1 of the Cancellation Act. In such cases, the cancellation form is attached to the booking confirmation.

17. Group training

Kraft will not always be able to guarantee available space for training activities where the number of participants or access is limited. Kraft reserves the right to cancel group training sessions at short notice and/or change the instructors for arranged sessions.

When utilising group training sessions, the member is obliged to familiarise himself/herself with, keep updated about and comply with rules pertaining to online booking.

18. Climbing

By approving the terms and conditions upon enrolment, you sign a declaration of responsibility for climbing, which comes into effect when the member first uses the climbing facility. When using the climbing facility, the member is obliged to follow the centre's climbing rules. Violations of these will be dealt with as explained in point 6.

It is required that you hold a Norwegian "Brattkort", "Topptaukort" or equivalent approved certification from abroad in order to be able to belay in our facility.

"With this, I assume full and complete responsibility for my own activity and stay in the climbing facility. If I bring an underage person into the climbing facility, I assume complete responsibility for their activity and stay in the facility. I am aware that climbing is a risky activity that is carried out at one's own risk. I hereby confirm that I have the necessary knowledge and experience with climbing, climbing equipment and safety techniques to use the climbing facility in a safe manner. I have familiarized myself with and understood the rules for using the climbing facility and the climbing safety poster and undertake to follow these during my stay in the climbing facility.

I agree that neither the Kraft Sportssenter with its staff nor the Norwegian Arctic Student Welfare Organization can be held responsible for loss or damage of any kind. I also agree that I myself am responsible for valid accident insurance that covers indoor climbing."

19. Access

Kraft reserves the right to close all or part of the centres on public holidays, as well as reduce opening hours during holiday periods and public holidays. The member should reckon on brief closure periods of all or part of the fitness centre, or reduced opening hours, in the event of necessary maintenance work or events, etc. Kraft is not liable for the prevention or restriction of training opportunities owing to circumstances beyond the fitness centre's control, and that Kraft could not reasonably be expected to foresee, avoid or conquer (Force Majeure).

Disputes between the member and Kraft are to be resolved amicably. If this is not possible, either party may take the dispute to a court of law.