

Contractual Terms – Forever Pihlajalinna

The terms form part of a membership contract concluded between the contracting person (hereinafter referred to as the “Customer”) and Forever (hereinafter referred to as the “Center”).

GENERAL INFORMATION

The annual membership fee will be charged from the Customer with their first exercise fee for the year. The amount of the exercise fee varies based on the contents of the service selected by the Customer.

TERMS OF CONTRACT

1. The Customer has the right to terminate a non-fixed term agreement subject to a notice period of one (1) calendar month. The agreement shall be terminated by notifying the Center in writing in accordance with the valid guidelines at the time. The existing guidelines at each time can be found at www.foreverclub.fi/jasenyysmuutokset
2. A fixed-term agreement of 12 months cannot be terminated during the agreement period. After the agreement period, a fixed-term 12-month agreement will continue as a non-fixed term agreement with a notice period of one (1) calendar month. The contract price of the relevant fixed-term agreement shall be used as the price. (This applies to Premium locations only).
3. If the Customer moves to a location that does not have a branch of Forever before their fixed-term 12-month agreement period is concluded, the agreement may be terminated with a notice period of one (1) calendar month. In this case, the Customer will be charged the difference in the prices of a fixed-term membership card and a non-fixed term membership card for the duration of the agreement period. The retail value of any sign-up gifts (which are specified in the agreement) shall also be charged in full from the Customer in this case. The agreement shall be terminated by notifying the Center as described in section 1. The Customer shall enclose a residence certificate with the notification of termination submitted to the Center. Any decisions regarding the termination of agreement before the specified period shall be taken solely by the Center.
4. A one-year membership card cannot be terminated or suspended during the agreement period. The agreement shall expire at the end of the agreement period. (This applies to Lite locations only).
5. The agreement may be suspended with a written notification submitted to the Center (including email) in advance. The duration of a suspension may be no less than fourteen (14) days and no more than six (6) months. The Center will charge a 10-euro processing fee for any suspension of agreement regardless of its duration. The Customer's payment obligations and right to exercise at the gym will be withdrawn for the duration of the suspension granted. Any payments for exercise services that already been made will not be refunded and instead they will count toward future charges. Any credits to be granted shall be provided in the form of exercise time.
6. If the agreement is terminated during a suspension, the customer shall be charged the full exercise fee for one calendar month.

7. In case of illness, an agreement may also be suspended retroactively. If a Customer wishes to apply for a retroactive suspension, they shall provide a written explanation of the grounds for the suspension and a medical certificate to the Center. Any credits to be granted shall be provided in the form of exercise time. The Center will charge a 10-euro processing fee for any suspension of agreement.
8. Suspensions do not count toward the agreement period.

GENERAL CONTRACTUAL TERMS

In addition to the membership agreement, the members are also bound the general rules of the center. These terms and conditions can be found at www.foreverclub.fi/saannot

1. The Customer has the right to terminate a membership and services purchased through distance selling within fourteen (14) days of the purchase by notifying the Center in writing. The Center has the right to charge a reasonable fee for the use of services during the 14-days withdrawal period.
2. Customers who do not have outstanding debts pertaining to previous use of the Center's services may become customers of the Center.
3. Membership is only available to people who have not been previously barred from one or more Forever Pihlajalinna center.
4. The Customer has the right to terminate any additional services included in their membership with a notice period of one (1) calendar month.
5. The prices charged for exercising and additional services are specified in the price list. The Center will inform the Customer of any changes to the pricing no later than two (2) months before the new price list is adopted, excluding changes made under section 6, which will be notified in accordance with section 6.
6. The Center is obligated to notify the Customers of any changes to the prices resulting from changes in VAT rates or the prices of other possible administrative measures no later than one (1) month before such changes come into effect.
7. The Center has the right to charge a reasonable invoice fee.
8. If a Customer's payments are delayed, the Center has the right to charge interest on late payments under the Finnish Interest Act along with a payment reminder fee. If it is necessary to transfer an invoice to debt collection, the Customer shall be liable for the payment of reasonable collection charges. If a Customer fails to make payments under the agreement despite having been reminded of their payment obligations, their membership may be terminated with immediate effect.
9. In the case of corporate agreements, the contracting parties comprise the Center and the Customer as a private individual. The Company shall cover a portion of the Customer's exercise fees as specified in the corporate agreement.
10. The Center has acquired liability insurance as required for owners of business enterprises. The Center's insurances do not cover any events held by the Center outside of the Center's premises.
11. The Customer accepts that the Center and any companies belonging to its group may register, record, and process personal data pertaining to the Customer, such as the

Customer's contact information, photograph, payment details, and services used by the Customer. Personal data is processed for the purposes of maintaining, managing, and developing the customer relationship, the production, provision, and development of services and products, and in relation to the marketing of the Center's products as well as for statistical and market research. Personal data may also be processed for the purposes of creating profiles pertaining to the data subjects for improving the customer relationship and for targeted marketing and advertisement for the data subject. The controller in charge of the processing of personal data is Forever Helsinki Oy. More information about the processing of your personal data is available at www.foreverclub.fi

12. The Customer accepts that the Center may send its customers information about its services to the postal and email addresses provided by the member and by text messages. The Customer has the right to prohibit the use of their personal data at any time by notifying the Center at www.foreverclub.fi/kielto
13. The personal data of the Customer shall not be disclosed to third parties without the written consent of the Customer, excluding any disclosure of data based on legislation.
14. The group exercise class schedule at the Centers is changed 2–4 times per year. The number of classes included in the schedule varies based on the number of customers. For example, the schedule has less classes in the summer due to reduced attendance. A change made to the schedule does not entitle the Customer to terminate their fixed-term agreement.
15. The Customer receives a membership card from the Centre for the duration of their membership. The membership card is personal. The membership card must be kept safe and may not be handed over to third parties. The Customer must always have their membership card when accessing the center. If a membership card is lost, a fee shall be charged for the replacement card in accordance with the valid price list. The card fee will not be refunded as the agreement expires.
16. If a membership card provided to a Customer is used by any other person than the Customer and the Customer has not notified the Center of having misplaced the card in writing or the Customer brings an unauthorized person to the Center without a permission from the Center, the violation shall result in a written caution for the Customer. Additionally, the Customer shall be charged the single visit fee in accordance with the price list multiplied by ten for each such visit of an unauthorized person to the Center. If the violation is repeated despite the caution, the Center has the right to terminate the Customer's membership with immediate effect.
17. The Center has a unilateral right to amend the terms of contract. The Customer shall be notified of any changes to the terms two (2) months before the changes come into effect. If the interests of the Customer can be considered to have been significantly worsened from their perspective, the Customer shall have the right to terminate the agreement with immediate effect within one (1) month of a notification of the changes having been posted on the Club's notice board or some other area where notifications of matters covered by the change are typically provided. If the Customer has not terminated their agreement within one (1) month of the provision of an appropriate notification of the matter, the Customer shall be considered to have accepted the changes.

The terms of contract have been updated on 1 September 2023.

