

CHILDREN'S TRAININGS MEMBERSHIP AGREEMENT NO. [REDACTED]

CLUB'S DATA:

Name: My Fitness AS
Registry code: 11273563
Location: Haabersti 5, Tallinn 13516
Phone:
E-mail:
LHV: EE387700771004450422; SWIFT: LHVBE22
Swedbank: EE462200221032077123; SWIFT: HABAE2X
SEB: EE461010220074514017; SWIFT: EEUHEE2X

Hereinafter referred to as "Club" or "MyFitness"

MEMBER'S DATA:

* mandatory information

Name*:
Personal identification code*:
Place of residence:
Phone:
E-mail:

Hereinafter referred to as: "Member or Child"

INFORMATION OF REMITTER / LEGAL REPRESENTATIVE

Name of remitter / legal representative*:
Personal identification code of remitter / legal representative*:
E-mail of remitter / legal representative*:
Phone of remitter / legal representative*:

Hereinafter referred to as: "You or Parent"

GENERAL MEMBERSHIP INFORMATION:

Sports Club:
Date of entry into Agreement:
Beginning of validity of Agreement*:
Training package: <i>Please find detailed terms and conditions of the training package on the Club's website</i>

Membership Fee: [REDACTED] euros/month
Membership fee during entry into Agreement may be subject to change according to the Price List
Reference number:
Username:
Password:

MEMBERSHIP

1. By signing the present children's trainings membership agreement (hereinafter: Children's Agreement), a Member is allowed to participate in the trainings designated for the training group of the age and physical level of the Child on the terms and conditions indicated in the Children's Agreement. Outside the Trainings, a Child has the right to use other services of the Club as well based on the Children's Agreement and taking into account the age limits indicated in the Regulations. The Children's Agreement does not confer a right to book a place in group trainings.
2. After entry into the Children's Agreement, a personal electronic membership card is issued to the Member. The member card is personal and must not be passed on to any third party.
3. For a child under 18 years of age, the Children's Agreement will be entered into and signed by his/her parent or guardian who is his/her legal representative and will be held solidarity liable to the Club for the performance of all obligations arising from the Children's Agreement.

FEES

4. A prerequisite for the agreement is the existence of a termless e-invoice with automated standing order agreement without a fixed limit with the Club. If the bank providing your services does not allow entry into an e-invoice with automated standing order agreement, please fix 80 euros per member as the limit. Based on the e-invoice with automated standing order agreement, the Club will debit the fees related to the Children's Agreement from Your account on the 10th date of each month.
5. If the Children's Agreement is signed between the 1st and the 24th of the month, the Membership Fee must be paid until the end of the current month. If the Children's Agreement is signed after the 25th date until the end of the current month, the Membership Fee must be paid for the following calendar month. Henceforth, the Club will debit the Membership Fee to your account in accordance with the e-invoice with automated standing order agreement on the 10th date of every month.
6. A Member will pay all fees arising from the Children's Agreement based on the Price List and according to the training package selected and the training group agreed upon. Payment of the Membership Fee is mandatory until the expiry of the Children's Agreement regardless of the validity of the e-invoice with automated standing order agreement or whether the Member actually visits the Sports Club.

ON-HOLD MEMBERSHIP

7. An on-hold membership can be arranged outside the season from 1 June to 31 August for any reason for one or a maximum of three calendar months free of charge.
8. The On-hold Membership Agreement is made in the Sports Club and signed in person by You and a representative of the Club.
9. When arranging the On-hold Membership Agreement between the 1st and 14th (included) date, the On-hold Membership will start on the first day of the following calendar month. When arranging the On-hold Membership Agreement after the 15th and until the last day of the month (included), the On-hold Membership will start on the first day of the month after the next.

EXAMPLE: When arranging an On-hold Membership Agreement for one month on the 14th of May, the On-hold Membership will last from the 1st of June to the 30th of June. During that period, You are not allowed to use the Club's services. The right to use the Club's services and the responsibility to pay the Membership Fee will automatically recur on the 1st of July. When arranging an On-hold Membership Agreement on the 15th of May, the On-hold Membership will last from the 1st of July to the 31st of July.

10. It is not possible to arrange an On-hold Membership in the high season of children's trainings from September to May. A child missing trainings does not entail the right to have the Membership Fee returned.
11. In the period between 1 June to 31 August, the Club has the right to not hold children's trainings at all or to not offer trainings for the specific training group in the Sports Club. In this case, You are not obliged to pay the Membership Fee for this period.
12. If a Child misses the trainings due to an illness over an extended period of time, the Parent has the right to submit a certificate in the Club or to the e-mail of the manager of the Club in 5 calendar days after the end of the Child's illness period together with a medical certificate to have the Membership Fee reduced. Reduction of the Membership Fee can only be applied if the Child is ill for more than 14 days and the Children's Agreement is also valid in the calendar month following the illness. The Club will satisfy the applications duly submitted as follows:

if the length of the illness is 14–20 days, the Club will reduce the Membership Fee for the month following the illness by 25%; if the length of the illness is 21 days or more, the Club will reduce the Membership Fee for the month following the illness by 50% per one period of illness.

TERMINATION OF CHILDREN'S AGREEMENT

13. The arrangement to terminate a Children's Agreement can be made at all times.
14. The arrangement to terminate a Children's Agreement is made in the Sports Club and signed in person by You and a representative of the Club.
15. When arranging the termination of the Children's Agreement between the 1st and 14th (included) day, the Children's Agreement will be terminated on the last day of the respective month. When arranging the termination of the Children's Agreement after the 15th and until the last (included) day of the month, the Children's Agreement will be terminated on the last day of the next month. The Children's Agreement cannot be terminated with longer nor shorter advance notice than described in the present clause.

EXAMPLE: When arranging the termination of the Children's Agreement on the 14th of October, the Agreement will be terminated on the 31st of October. When arranging the termination of the Children's Agreement on the 15th of October, the Agreement will be terminated on the 30th of November.

16. The Children's Agreement will automatically be terminated on the 31st of May at the end of the season in which the Child becomes 16 years of age.
17. The Club has the right to unilaterally terminate the Children's Agreement with a 1-month advance notice if the Club decided to discontinue organising children's trainings or trainings of a specific training group for any reason in the Sports Club.

AMENDMENT OF AGREEMENT

18. The Children's Agreement can only be amended by agreement with the Club. Any amendments will only take effect on the first day of the calendar month following entry into the agreement to make the amendment.

LIABILITY

19. The Club is liable to You and/or the Child and You / the Child have the right to apply legal remedies only if the Club has breached its obligations wilfully or due to gross negligence. The restriction of liability does not apply in case of causing a death or damaging the health.

MISCELLANEOUS

20. Children's trainings are held based on the time schedule designated by the Club for a specific training group and at the frequency indicated in the time schedule. The Club has the right to make amendments in the time schedule without prior notice. No trainings are held during public and national holidays.
21. For breaching the Children's Agreement, the Club reserves the right to charge You with penalty fees as stated in the current Price List and the Regulations.
22. The Club has the right to forward Your personal data (incl. name, personal identification code and contact details) and data on Your indebtedness for publishing in payment disturbance register(s) (e.g. AS Krediidinfo's register for tax disturbances) if Your debt to the Club has been due for more than 30 days; also, for collection of debts to collection companies.
23. If You have any unfulfilled duties to the Club, the Club has the right to refuse the performance of its duties (incl. to block the Member Card) until the proper performance of the respective duty, incl. to refuse to arrange the On-hold Membership or make the arrangement to terminate the Agreement. At that, You are obliged to pay the Membership Fee until the termination of the Membership Agreement.
24. The partial or complete invalidity of any article in the Children's Agreement does not cause the invalidity of the whole Children's Agreement and the invalid article will be partially or completely substituted with the closest possible valid article.

AGREEMENT DOCUMENTS

25. The Children's Agreement consists of the General Conditions, Regulations and Price List that are available in print in the Club's premises and on the Club's website (myfitness.ee). In case of any conflicts, the conditions of the Children's Agreement will prevail (except amendments made in the Price List).
26. The Club has the right to unilaterally change the General Conditions, Regulations and Price List at any time by posting a relevant announcement on the Club's website on the internet. When disagreeing with the change(s) and on the condition that the change(s) harm You / the child unreasonably and therefore, You / the Child cannot be expected to perform the Children's Agreement, You have the right to terminate the Children's Agreement in one month after the announcement of the change(s) has been posted
27. Hereby, You declare to have read the Children's Agreement, General Conditions, Regulations, Booking Rules and the Price List and are obliged to fulfil the Children's Agreement and parts thereof in full extent.

With Your permission, the Club will process the personal data of You and the Child (incl. name, personal identification code, birthday, contact details and potential preferences in using any services or buying any goods) for preparing the customer database and statistics and for marketing various products and services. For the further processing of Your data / the data of the Child, You can exercise the rights arising from section 12 and chapter 3 of the Personal Data Protection Act and any other applicable laws establishing the protection of personal data, incl. to ask the Club about the data collected about You / the Child, and unsubscribe from any offers at any time.

Member / Legal representative:

Club:

[name, signature]

[name, signature]

CONSENT

We would like to keep you up to date with various offers from MyFitness and our partners, send you invitations to events and other interesting content. Please indicate through which communication channels you prefer to receive our news.

I would like to receive MyFitness newsletters and information about the various products, services and events of MyFitness and partners.

Email Phone

We try to consider your preferred communication channels, however we kindly ask you to keep in mind that for technical reasons we cannot send different information via all channels.

MyFitness is the authorised handler of your personal data. MyFitness always handles personal data in accordance with MyFitness' Privacy Notice. You can read it here <https://www.myfitness.ee/en/about-myfitness/important-information/privacy-notice/>

YOUR RIGHTS

After giving your consent you maintain all the rights of the data subject in accordance with current legal acts. You have the right to see your personal data, to demand to correct or delete it (right to be forgotten), to limit its handling, to demand to transfer it, to protest data handling in accordance with General Data Protection Regulation (clause e or f, part 1, paragraph 6), or data handling with the purpose of direct marketing.

You can withdraw or change your consent at any time by contacting us at andmekaitse@myfitness.ee or by following instructions for unsubscribing presented in every offer (opt-out).

Member:

[name, signature]