



**WASAUP**

# Family Membership Agreement

Service Provider: Oy Wasa Up Ab (hereinafter referred to as Wasa Up)  
Service: Membership Agreement (also referred to as service agreement)



## JÄSENSOPIMUS

- Monthly membership
- Yearly membership
  
- Student / Retiree
- Partners:
  - High Sport
  - ÅAU Sports
  - Drivkraft

### SERVICE PROVIDER:

Name: Oy Wasa Up Ab  
Business ID: 2843414-2  
Address: Rantakatu 2  
65100 Vaasa  
Phone Number: 050 543 4907  
Email: [info@wasaup.fi](mailto:info@wasaup.fi)

### CUSTOMER / MEMBER / PAYER:

Name: \_\_\_\_\_  
Personal ID: \_\_\_\_\_

The customer is of legal age. Address and contact details to be filled in the membership application or online store.

### APPLICABLE TERMS

The member has the right to utilize the services of Oy Wasa Up Ab during the customer period in accordance with the terms of this agreement. The customer accepts and undertakes to comply with the terms defined in this agreement when entering into a membership agreement with Oy Wasa Up Ab. The customer's personal data is processed in accordance with the register and data protection statement on the website.

### DATE AND SIGNATURES

This agreement has been signed in two identical copies, one for each party. The customer has reviewed this agreement and the general terms and conditions and undertakes to comply with them. The customer also acknowledges having received key no:

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Place and date

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Signature of Oy Wasa Up Ab's representative

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Customer's signature

## FAMILJEMEDLEMSAVTAL: Ytterligare Vuxen

Detta medlemskap är kopplat till betalarens medlemskap (föregående sida).

KUND / MEDLEM:

Namn: \_\_\_\_\_

Kunden är myndig. Adress- och kontaktinformation fylls i i Medlemsansökan.

### TILLÄMPLIGA VILLKOR

Medlemmen har rätt att nyttja tjänsterna hos Oy Wasa Up Ab under kundperioden i enlighet med villkoren i detta avtal. Kunden accepterar och förbinder sig att följa de villkor som definieras i detta avtal vid ingåendet av ett medlemsavtal med Oy Wasa Up Ab. Kundens personuppgifter kommer att behandlas i enlighet med registret och sekretessförklaringen som finns tillgänglig på webbplatsen.

### DATUM OCH UNDERSKRIFTER

Detta avtal har signerats i två identiska kopior, en för varje part. Kunden har granskat detta avtal och de allmänna villkoren samt åtar sig att följa dem, samt bekräftar mottagande av den nyckel som specificerats på föregående sida (betalare). Vuxna medlemmar under familjemedlemskap har rätt att använda samma nyckel vid ankomst utanför öppettiderna.

\_\_\_\_\_  
Kundens underskrift

## FAMILY MEMBERSHIP AGREEMENT: Children

These memberships are linked to the payer's membership. Address and contact information will be filled in the membership application.

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_



## **FAMILY MEMBERSHIP IN A NUTSHELL:**

- The family is provided with one key, which is handed over to the main member. Other family members receive a card.
- Outside of regular opening hours, the family can access the premises with the same key. Individuals under 18 years of age can only use the facilities outside of regular hours when accompanied by an adult family member.
- During opening hours, the main family member of the family membership uses the key to log in. Other family members use their card to log in.
- Children 14-18 can use the facilities during opening hours with their card.
- Those under 14 can only use the facilities when accompanied by an adult family member or during classes.

## **MEMBER BENEFITS 2023**

- Access from 05:00 to 23:45 with your own key
- Group classes for free
- Courses at 50% discount, private lessons and workshops at least 30% discount, store products at 10% discount. Products and services on credit with key
- Bring a friend who is visiting Wasa Up for the first time at 50% discount

## **KEY AND LOGIN**

- **During opening hours: always log in using customer terminal.**
- **Outside opening hours: always use your key when entering through the members' door.** Insert the key into the lock like a conventional key.
- **The membership key is personal** and must not be used to allow others into the premises. If a member brings other individuals into Wasa Up's premises with their key without Wasa Up's permission, they commit to paying a compensation of 250 euros. Membership can also be invalidated without compensation based on the violation.
- **In case of loss of the key, it must be reported to Wasa Up immediately.** A fee according to Wasa Up's price list will be charged for the lost key.
- If the members' door lock does not open the first time, remove the key from the lock and re-insert it into the lock more slowly.

## **BILLING**

- **Membership is paid on a calendar month basis**
- **The invoice will be sent by email 14 days before the end of the month, and its due date is the 1st day of the following month.**
- **The first invoice is a balancing invoice.**

## **TERMINATION:**

**The notice period is one (1) calendar month, during which the termination takes effect at the end of the following month.** To terminate your membership:

1. **Complete the termination form online or at the counter. Membership can be recorded to end on the last day of the following month. Invoices that are due before the termination and during the notice period must be paid.** Yearly members cannot terminate the contract before the end of the first year.
2. **Return the key to the counter before the end of the membership.** A fee of 50€ will be charged for an unreturned key.

## RULES

- **The same rules apply to everyone visiting Wasa Up's premises (see attachment).** You can check the updated usage rules from the page [wasaup.fi/rules](http://wasaup.fi/rules).
- **Members climb with their own equipment.** Rental equipment is not included in the membership price, but can be rented at a discounted price when Wasa Up is open.
- **The member is committed to supervising minors arriving in their company, as well as those belonging to the same family membership.**
  - Family members under 14 years of age must always have an adult family member with them.
  - Family members aged 14-18 must have an adult family member with them when they participate outside of opening hours. However, they can use the services independently when Wasa Up is open.
  - The family member acting as the guardian grants permission with this agreement for the family member who has turned 14 to use the services independently during opening hours.
- **Climbing on automatic belay climbing walls can only be done while Wasa Up is open, for safety reasons.**
- Behavior in Wasa Up's premises must be orderly. Return the equipment you have used to its place, dispose of waste in designated baskets, and be considerate of others.
- Smoking and the use of drugs, own alcoholic beverages, and other intoxicants are not allowed. Intoxicated individuals are not allowed to climb, the blood alcohol limit is 0.
- Always wear appropriate clothing and footwear suitable for the activity. Barefoot movement in public areas is prohibited (with some exceptions for group fitness classes). Use suitable shoes for climbing and on the OCR course.
- Return the exercise equipment to their original places after use.
- All visitors must be given the opportunity to use the exercise equipment. The equipment must be freed up for use during breaks.
- Taking photographs of anyone other than yourself without permission is prohibited.
- Locker room lockers are intended for day use, with the exception of lockers with yearly member codes. Items left in the lockers overnight will be sent to the lost and found.
- An unused booking for a group or private class must be cancelled at least 1 hour before the class begins. If a customer repeatedly leaves their booking unused without cancelling, they may lose their booking rights temporarily or permanently.
- Customers are not allowed to conduct private business, such as personal training services, in Wasa Up's premises without Wasa Up's written consent. If a customer violates this rule, they commit to paying a penalty fee of 250 euros to Wasa Up.



## OTHER TERMS OF MEMBERSHIP

### CUSTOMER

The customer is aware that Wasa Up's facilities are available to members partly without on-site staff and that the primary communication with Wasa Up takes place via email.

### BEHAVIOR ETIQUETTE, RULES, AND CLEANLINESS

Members show exemplary climbing and behavior etiquette. If a member notices a person in Wasa Up's premises behaving improperly or violating rules at any time, the member must immediately contact the staff or, depending on the case, the emergency center. The members should also personally intervene immediately to inappropriate and especially safety-endangering behavior if possible. Members must clean up after themselves and take trash to designated points. According to good climbing practice, it is also a good idea to brush off the largest chalk marks from the holds after training.

### USAGE AREAS, PROHIBITED AREAS, AND OTHER PROHIBITIONS

The membership key entitles the use of Wasa Up's sports facilities, such as the bouldering area and studio, properly. Only Wasa Up staff are allowed in the storage, staff rooms, and wall structures. The reception desk and store area, including equipment, shelves, and merchandise, is a prohibited area for customers when Wasa Up is closed. The use of the premises for purposes incompatible with their intended use is prohibited.

### ALARMS

Alarms caused by a member's actions or negligence, such as fire and burglary alarms, are the responsibility of the key holder and, if necessary, can be charged to the member.

### KEY USE AND ACCESS CONTROL

The member undertakes to store their key carefully and to notify Wasa Up immediately if the key is lost. The contact wire in the metal part of the key must be kept clean. The member's visits are recorded in Wasa Up's access control and customer system. The keyholder can, if desired, request their own information for review. Visitor information is not disclosed to third parties. Wasa Up's premises have camera surveillance.

### RESPONSIBILITY AND RISKS

The member is aware of the risks of injury associated with climbing and related activities. The member is responsible for their own safety. The member must follow instructions. Wasa Up is not responsible for the customer's property, illness, injury, or accident in Wasa Up's premises or area. The member is personally responsible if the above-mentioned behavior rules and/or Wasa Up's general behavior rules are violated outside opening hours. The member is responsible for any accidents or injuries and bears the responsibility if their behavior or actions endanger the health of other individuals in Wasa Up's premises or cause injury. If the customer does not comply with the rules and instructions or otherwise behaves contrary to good manners towards other customers or staff, the membership can be suspended for a specified period or canceled entirely. In such a case, Wasa Up will not refund any fees that may have been paid in advance.

### DURATION AND TERMINATION OF AGREEMENT

The agreement is valid indefinitely and continues automatically unless it is specifically terminated. The notice period is one (1) calendar month, after which the termination will take effect at the end of the following month. To terminate the membership, the member must complete a termination form online or at the counter. Membership can be recorded to end on the last day of the following month. Invoices received before and during the termination period must be paid. An annual member cannot terminate the agreement before the end of the first membership year (membership has continued uninterrupted for 12 months).

The key must be returned to the counter before the end of membership. A fee according to the price list will be charged for an unreturned key.

If a member is unable to use Wasa Up's services due to an insurmountable obstacle, such as moving or injury, the member can, if desired, put their membership on hold without charges. The member can apply for a break by filling out an application, based on which Wasa Up's staff will decide on granting the break, and by returning their key. The notice period is one calendar month unless the obstacle is an injury or injury.

RESPONSIBILITY FOR PAYMENTS

If the agreed payment for the use of services does not occur according to the payment terms, the customer's right to use Wasa Up's services is terminated until the payment is made. Another person or company can also take responsibility for the payments or part of the payments according to the service agreement. In this case, the second payer (the one committed to pay) can stop payments at any time without a notice period or without stating a reason for termination. In this case, the adult customer is always personally responsible for all payments according to the agreement. Wasa Up has the right to charge interest for late payments and a reminder fee according to the price list as well as administrative fees for late payments, or refer the payment to a collection agency.

PAYMENT TERMS

The price of the membership is determined according to Wasa Up's price list. When the customer enters into a membership with Wasa Up, the customer pays the first installment of their membership fees at the cashier, unless otherwise agreed.

The following payments the customer makes as online payments or as payments at Wasa Up's cashier. At the cashier, the customer can pay with a bank/credit card or sports vouchers for as many months in advance as they wish. Online payments are invoiced by email or e-invoice. The customer can make an e-invoice agreement in their own online bank. The customer is solely responsible for making this agreement.

The monthly fee for an indefinitely valid agreement is charged to the customer one month in advance. The invoice for the next month's membership fee is sent to the customer 14 days before the beginning of the month. The due date of the invoice is the last day of the month. If the service fee invoice is not paid or the e-invoice cannot be automatically charged from the customer's account, a reminder invoice is sent to the customer, to which administrative fees and a billing surcharge are added. Purchases made by the customer with their key on their credit account are invoiced monthly in connection with the membership fee.

PRICE CHANGES

Wasa Up can raise or lower the price of an ongoing service agreement by notifying the customer at least 30 days before the price change takes effect. Wasa Up announces changes on the notice board and by email. The price of a fixed-term service agreement cannot be changed during the contract period. When the fixed-term service agreement expires, the customer can make a new service agreement according to the price list in effect at that time.

Any changes in value-added tax will take effect immediately on monthly fee contracts on the day the tax changes.

CHANGES AFFECTING OPERATIONS AND CONTRACT TERMS

Wasa Up has the right to close its premises, change customer service and center opening hours or make seasonal changes, for example related to holidays and public holidays. Wasa Up announces such changes on its website. Wasa Up also has the right to change or limit the number of devices and products available.

Wasa Up reserves the right to unilaterally change these contract terms, provided that the changes do not lead to a change in the essential content of the contract.

CONTRACT TRANSFER

Wasa Up has the right to transfer this contract to a third party without the customer's consent.

CONSEQUENCES OF BREACH OF CONTRACT

Wasa Up has the right to cancel the membership due to non-payment or violation of this agreement or general rules. If this happens, the payment made for the membership will not be refunded.

If the customer violates the rules and thus causes damage to Wasa Up's property or operations, Wasa Up has the right to claim compensation from the member.

APPLICABLE LAW AND DISPUTES

This agreement is governed by Finnish law. Any disputes arising from this agreement that cannot be resolved through mutual negotiations will be handled in the Ostrobothnia District Court (Pohjanmaan kärjäoikeus).

In addition, the customer always has the right to submit their consumer goods-related dispute to the Consumer Disputes Board (kuluttajariitalautakunta) for free consideration.

# Attachment: Common Rules and Responsibilities for All

## **Content of the activity:**

Bouldering, climbing on roped walls, OCR. Organizer: Oy Wasa Up Ab

## **Insurance**

As a customer, I take care of my own accident insurance. Most recreational insurances do not cover accidents that occur due to climbing activities. Wasa Up is insured as the service provider.

## **Code of conduct**

- **I will oversee all minors** that come with me, and I am responsible for their conduct.
- **No screaming or shouting.** Climbers must be able to communicate.
- **No running. No somersaults or wrestling on the mattress.**
- **Be careful not to go under a climber** or fall on anyone when climbing. Avoid walking below the boulder bridge.
- **Do not leave any objects on the mattress.** Remove any objects from your pockets so they do not drop on anyone. Do not climb if there are hard objects underneath you.
- **Climbing over the walls is not allowed.** The only exception is the block in the bouldering area, which can be topped over the green area by over 14 year-olds.
- **Do not jump down from the top** of boulder routes. Climb down first and get used to falling on the mattress little by little.
- **Follow the instructions provided by staff carefully when climbing with autobelay devices. In case of all children under 14 years that come with me, I will always check their harness and it's attachment to the device.**
- Rope climbing is allowed only with Finnish rope climbing card. Teaching friends how to belay is strictly forbidden.
- Sometimes holds may rotate. If they do, please inform the staff immediately.
- Climbing under influence of alcohol or other substances is strictly forbidden.
- Organizing courses and training at the gym without an approval from Wasa Up is not allowed.

## **Sicknesses and other limitations**

If you have osteoporosis, hearing or sight problems, conditions that affect your consciousness (such as epilepsy), or you are pregnant, please consult the staff on whether climbing is safe.

## **Acceptance, voluntary participation and voluntary participation**

I have carefully read this document, and I understand its contents and significance. I participate in this activity voluntarily. My physical condition and skills are sufficient for the activities. I am aware of the potential dangers, which can include accidents, injuries, or death at worst case. I have been informed of the potential dangers of climbing in advance