IKSU’s Terms and Conditions for Membership and the IKSU Card

1. IKSU Non-profit Organisation
IKSU (Idrottsklubben Studenterna i Umeå) is an open, non-profit sports organisation associated with the Swedish Sports Confederation (RF). IKSU operates the facilities IKSU sport, IKSU spa and IKSU plus and has several club sections.

Membership in the IKSU association is hereafter referred to as ‘Membership’.

2. Membership in the organisation
Membership is purchased per calendar year by personal payment of the membership fee set by the annual general meeting. All members who turn 18 years old or more during the year of the annual meeting are entitled to vote at the annual meeting. Members who are not entitled to vote at the annual meeting still have the right to take part in the proceedings.

- A personal membership in the association is required upon purchasing an IKSU Card and/or joining a section.
- Should a Member wish to participate in the activities of different sections within the association, a section fee for the relevant section will be charged in addition to the membership fee. For more information about IKSU’s sections, visit www.iksu.se.

3. IKSU’s Articles of Association
Every Member of the IKSU association is responsible for familiarizing themselves with its Articles of Association. These are found at www.iksu.se/stadgar/?lang=en

4. Policies and Rules
IKSU determines the rules and policies that apply at its various facilities. Members undertake to comply with these rules and the instructions given by staff concerning them. Read our policies at iksu.se

4.1 IKSU’s Anti-Doping policy
IKSU follows the guidelines established by the Swedish Sports Confederation (RF) in its Anti-doping Policy. IKSU has the right to require Members to submit samples for drug testing. The use of performance-enhancing drugs or refusal to submit to drug testing is viewed as a serious breach of agreement and may result in the Member/Cardholder being barred from IKSU for an indefinite period. (See also item 21)

4.2 Rules
Our rules can be found at http://www.iksu.se/om-iksu/ordningsregler/?lang=en.

5. Physical Condition
Members are responsible for ensuring that their physical condition is such that they are able to take part in IKSU’s activities.

6. Terms of the IKSU-card
A Member with a valid IKSU-card, hereafter referred to as a ‘Cardholder’, may use and avail themselves of provided activities, equipment and facilities.

- IKSU-cards can be purchased for the facilities IKSU spa and/or IKSU sport, which automatically include access to the range of activities offered at IKSU plus.
- The terms specified below apply to all dealings between IKSU and the Cardholder and are hereafter referred to as ‘the Agreement’.
- The IKSU-card is personal and may only be used by the Cardholder.

Cardholders commit to observing the following requirements concerning the IKSU-card:
- always to swipe their card in the card reader by the entrance when visiting an IKSU facility
- never to lend or improperly transfer their card to another person
- to store their card in such a way that no one else may use it
- to immediately report the loss or suspected loss of a card to IKSU
- to immediately inform IKSU if circumstances that entitle the Cardholder to receive discounts on fees or other special benefits received change in any way
- to notify IKSU of any change of postal address or e-mail address
- to present their IKSU card upon request.

If a Cardholder forgets to bring their card IKSU will assist the Cardholder to enter the facility for free once. Thereafter the Cardholder needs to purchase a new magnetic card.

7. Services and Facilities
7.1 Cardholders have access to different services, depending on which type of IKSU card they have purchased. The nature of the services available through each of IKSU’s different contracts and the fees payable for these are determined by IKSU’s most recent description of its offerings and the associated price list.

- IKSU refuses all claims for compensation from Cardholders in the case of sudden shut downs of facilities or changes to services and facilities.
- IKSU reserves the right to set and alter its business hours.
- IKSU reserves the right to alter the range of activities offered, the content of the activities and the rules concerning bookings during the term of the Agreement.
- At certain times of the year a reduced range of group-based activities is offered in what is known as an ‘off-peak season schedule’, e.g. during major public holidays and the summertime. Information regarding this is published on IKSU’s website (www.iksu.se).

7.2 Revoked Rights to Book New Activities
If a pre-booked activity is not cancelled in time, the Cardholder’s IKSU card will be barred from making new bookings. This means that new bookings cannot be made until the ban has been removed. To regain booking rights (i.e., remove the booking ban), the Cardholder must pay a fee of SEK 50.

8. Loss of IKSU-card
Cardholders who lose their IKSU-card are required to immediately inform IKSU to ensure that no unauthorized person uses the card. IKSU will then cancel the lost IKSU card and issue a new card. IKSU will charge a renewal fee of SEK 50 for issuing a new magnetic card.

9. Improper Transfer of IKSU-card
Should IKSU discover that a Cardholder has improperly transferred a card or allowed another person to use their personal IKSU card, IKSU will confiscate the card. In such cases, the Cardholder will be bound to pay a fee (currently SEK 1 000) for the card to be returned to them. Repeated breaches of this rule may cause the Cardholder to be barred from using IKSU’s facilities for an indefinite period.

10. Responsibility
IKSU is responsible for the continual maintenance of its equipment and facilities so that these may be utilized in the best possible way.

- IKSU may close parts of its facilities for periods of time in order to perform necessary maintenance.
- IKSU is exempt from all liability for losses, injuries to individuals or property that occur during or as a result of visits to its facilities, including losses of or damage to clothing or personal property, unless negligence on IKSU’s part can be proven.
- Lockers are emptied at night. IKSU has the right to remove locks that have been attached by Cardholders and that have not been removed by closing time. IKSU reserves the right to dispose of clothing and personal items not considered valuable and to hand in valuables to the police department’s lost and found office.

11. Suspension of IKSU-card
IKSU card with agreements valid for 4 months or more may suspend their Agreement under certain conditions. Exception from the rules are IKSU card with student access which may not be suspended during June, July, August, even where proper documentation can be presented.

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11.1 Conditions for Suspending IKSU Cards

- Suspensions will be granted for agreements valid for 4 or 12 months and agreements that are paid for by direct debit.
- Suspensions may be granted in cases of illness, injury or pregnancy and in cases where a member is required to move away from the area for work or study purposes.
- Absences must be able to be certified.
- Applications for card suspension must be submitted to the association in writing before the suspension can take effect.
- The number of months for which the member is to be exempted from paying the required fee is to be determined in advance.

11.2 Payment and Period of Validity in Connection with Suspensions

- During periods of card suspension, no monthly payments will be drawn for Cardholders paying via direct debit. Monthly payments will resume once the card agreement has been reactivated. The lock-in period for a card paid for using direct-debit will be extended for a period equivalent to the period of suspension.
- The total number of months for which the card is suspended will be added to the original contractual period for IKSU cards with fixed durations.
- Payment must be made for the suspended card for least as many months as it is suspended.

11.3 Suspension’s Period of Validity

- Suspensions may be granted for a minimum of one (1) month and a maximum of 12 months.
- Suspensions may be granted from any date preferred by the member, though for full month periods only.
- A 4- or 12-month agreement may never be extended to cover more than an 8- or 24-month period, regardless of how many months it has been suspended.
- Suspensions will not be granted retroactively.
- If a member submits an application for suspension prior to the beginning of the suspension period, but no certificate verifying the reason is presented at the time of application, the suspension may begin from the application date once the certificate has been received by IKSU.
- In cases of illness or injury that have unexpectedly become long-term, adjustments can be made to suspension periods at a later date if the member submits the suspension application during their period of illness/injury. A doctor’s certificate verifying the course of the illness must be presented.
- In cases of pregnancy, suspensions may be granted for up to three (3) months after the baby is born.

12. Payments for IKSU-cards

Payments for IKSU cards are to be made in advance and in full for Agreements that have pre-determined contractual periods, and monthly in advance for direct debit-based agreements. For Cardholders with the agreement Studentaccess, no direct debits are drawn in July.

If the cardholder has an agreement based on direct debit payment and sufficient funds are not found in their bank account on the day of transfer, IKSU will have the right to charge an invoicing fee and reminder fee.

13. Changing Payment Form

13.1 It is not possible to change the form of payment during the term for those who have signed a fixed-term contract (1, 4, 12 months).

13.2 If the Cardholder signs a new Agreement based on direct-debit payment within 14 days of the expiration of an IKSU-card, no new lock-in period will be added to the direct-debit Agreement.

13.3 A change to direct-debit payment without a lock-in period is only possible for a 12-month Agreement.

13.4 Cardholders with Agreements based on direct-debit payment may change their payment form by paying any outstanding sum in cash together with an administration fee for change in payment form.

14. Price Adjustments and Validity

IKSU has the right to alter the fees and prices associated with IKSU cards. Cardholders who have bound themselves for a certain contractual period are exempt from price adjustments during the Agreement’s lock-in period. Changes to prices/fees may come into effect after the lock-in period has expired or is extended with a new contractual period. Conversely, changes to any administrative fees and other prices, e.g. VAT and other taxes over which IKSU has no control, will also apply to Cardholders who have bound themselves for a certain contractual period.

- Information about price changes will be provided on IKSU’s website no later than 30 days before the date the changes are to come into effect.
- IKSU will not extend credit for the use of its facilities nor grant exemption from payment in connection with holidays, excessive work or short-term illnesses not certified through a doctor’s certificate.
- IKSU will not reimburse membership fees or fees for IKSU-cards.

15. Right to Change Agreement – Upgrading and Downgrading

Under certain circumstances, the Cardholder has the right to change an agreement with an other access, i.e. to downgrade or upgrade their agreement.

15.1 Conditions for change of the agreement

- The right to change the access in the agreement in the form of a so-called upgrade applies to all agreements and forms of payment.
- The right to change access in the Agreement in the form of a so-called downgrade is only valid for the payment form direct-debit and if there is no lock-in period.
- Notification of change of agreement can only be done for the full calendar month. The notification shall be submitted to IKSU more than 30 days before the change of contract will come into force.
- Replacing the access is not permitted during June, July or August.

15.2 Payments in connection with change of contract

- Change of access (up- or downgrade) is available once per calendar year, provided that there is no term left.
- IKSU charge an administrative fee from the second change of the same calendar year.
- A so-called upgrade of the contract is always permitted during the period, are free and are not counted in the number of times that upgrading or downgrading occurs during a calendar year.

16. Transfers of Agreements

At any time during the lock-in period, Cardholders may transfer their Agreement to a third party on the condition that the Cardholder/Member pays to IKSU the administrative fee applicable at the time. The person who takes over the Agreement must sign his or her own membership in the organisation for the calendar year.

17. Cancellation of Direct Debit-based Agreements

17.1 An automatic direct debit-based Agreement is based on monthly payments made in advance for the coming month. The cancellation of automatic direct debit payments will thus only apply per whole calendar month. As such, it is not possible to cancel a direct debit Agreement from a particular date onward during a month.
17.2 A direct debit-based Agreement that is still subject to a lock-in period must be cancelled no later than 30 days prior to the end of the contractual period and will then cease to be valid from and including the last day of the month on which the Agreement expires. Agreements that are not cancelled will continue as valid without a lock-in period.

17.3 A direct debit-based Agreement that is not subject to a lock-in period may be cancelled at any time. Cancellation must be made no later than 30 days before the IKSU card ceases to be valid. In cases of cancellation of direct debit-based Agreements, IKSU must receive notice of the cancellation by the last day of the month if the IKSU card is to cease as valid from the turn of the next month.

17.4 Should a Cardholder unilaterally terminate their giro transfer via their bank, this will be viewed as a breach of agreement and will entail a change of payment form (see Item 13). The Cardholder will be liable to pay the fee for the remaining contractual period to which the Member has bound himself/herself in their Agreement with IKSU. The card fee for the entirety of the remaining period will automatically fall due. However, the card may not be used during the remaining contractual period until the outstanding card fee and an administration fee have been paid to IKSU in their entirety.

18. Right to Annul the Agreement
Members who sign for an IKSU-card agreement valid for four months or more have the right to annul their purchase within 14 days. In such cases, IKSU will retain a fee corresponding to the fee charged for an IKSU-card agreement for one month, according to the current price list at the time. The Cardholder will then be allowed to use IKSU’s facilities for 31 days from the date on which the Agreement was entered into. The fee paid for membership in the organisation and the fee for the magnetic card will not be reimbursed.

The Cardholder can have access to various benefits. The cardholder can also be given the opportunity to discounts on parts of IKSU’s services. These are available at www.iksu.se

20. Swedish Personal Data Protection Act
When a person registers with IKSU as a Member or Cardholder, certain personal information will be saved in a members’ database. By signing an Agreement or taking out a membership in the IKSU organisation, the person registering gives their consent to this personal information being stored.

If IKSU membership has not been renewed or a new Agreement has not been signed within three years from the date on which the Membership/Agreement lapses, this personal information will be deleted.

21. Breach of Agreement
Should a Cardholder commit a serious breach of their Agreement with IKSU or be convicted of a doping offence, IKSU will have the right to terminate the Agreement with the Cardholder with immediate effect. Any fees paid in advance will not be reimbursed. Cardholders with automatic direct debit-based Agreements who are still subject to a lock-in period are obliged to pay the outstanding card fee in accordance with the rules as found in Item 17.

22. Company Agreements
Concerning IKSU cards that have been granted under an Agreement between IKSU and a company, special terms and conditions may have been agreed upon between the parties that limit the rights that a Cardholder would otherwise have enjoyed in accordance with these general terms and conditions.

23. Force majeure
IKSU refuses all responsibility for natural disasters and major incidents that could not be predicted and for obstructions that are beyond IKSU’s control.