

## **TERMS OF AGREEMENT FOR REGULAR RESERVATION 2023 – 2024 INDOOR CYCLING**

### **Contract period**

UniSport Kluuvi (Yliopistonkatu 4) and UniSport Otaniemi (Otaranta 6)

Temporary contract period is valid through 1.10.2023 – 30.4.2024.

### **Accessing facilities, customer payments, reservation and contract transfer**

The regular reservation agreement is temporary. The contract is valid from start of the contract period or the day of writing the contract. If the contract starts between the contract period, the reserved times start from the first possible available time.

All participants of the regular reservation must be members of Aalto University, Hanken, University of Helsinki or University of the Arts customer group to be able to purchase a regular reservation at the discounted prices for these institutions. If people outside these customer groups use the reservation, UniSport has the right to charge according to the normal price -category.

The reserved times during the season are billed according to the current UniSport price list and the regular reservation agreement. All reservations within the agreement period will be invoiced, including unused ones. Regular reservations are invoiced two times during the contract period (April and November). Invoices can be delivered via email, electronic invoice, or paper invoice. The invoicing fee for paper invoices is 5 € per invoice. The entire invoice can also be paid at once at our customer service points using exercise benefits. The terms of payment for regular reservations are in accordance with the University of Helsinki's payment terms. The invoice must be paid within 14 days. If payment is delayed, the customer is responsible for the penalty interest rate at 8 % as well as any potential collection charges. Non-payment results in the termination of the regular reservation.

The time and place of a regular reservation can be changed free of charge once during the agreement period (if there are time slots available). Other changes will be subject to a 30 € fee per change. The party holding the regular reservation has the right to transfer the entire agreement to a third party, which will then be responsible for the contractual obligations starting from the day of the transfer. The transfer will be valid, once the party holding the reservation has provided written notification of the transfer to UniSport and UniSport has approved it. In a transfer situation, the price of the regular reservation is always determined by the current price list and the customer group of the new agreement party.

Business activities cannot be conducted during regular reservation times. The customer cannot hire an instructor outside UniSport without UniSport's permission.

### **Cancellations by UniSport**

UniSport has the right to cancel the reservation, due to matches, competitions or other events held at the facility or for facility maintenance reasons. The contact person for the reserved time must be informed about potential cancellations by UniSport on time. In these situations, the reservation will not be charged, if it is cancelled by UniSport. The sports facilities may be closed, or opening hours changed due to public holidays. UniSport reserves the right to close facilities due reasons caused by unexpected events (e.g. water damage).

### **Using the facilities**

Customers with regular reservation times must register each time at the customer service point when the customer service is available. The equipment at the facilities may be used during the reservation and must be returned to their designated places within the reserved time. The time slot for the reservation cannot be exceeded.

UniSport is not responsible for any injuries or damages to personal belongings. The users of the reservation times must follow the sports facility's regulations and personnel's instructions. In addition, the user of the reservation is liable for reimbursing any damages to the facility or equipment. All participants use the reservation at their own risk and are responsible for their own health.

The use of the gym or other services is not included in the regular reservation agreement. These are subject to a separate fee according to customer group based on the price list.

## **Terminating the regular reservation agreement**

The temporary agreement for regular reservations is valid for the entire contract period. If the circumstances of the party holding the regular reservation change substantially, for example due to a long-term illness (excluding organizations and companies), bankruptcy or another remarkable factor restricting operations, the reserving party has the option to terminate the contract before the end of the contract period. The request for termination must be delivered in writing with proof of the grounds for termination to person in charge of regular reservations at the location. The termination of the contract is determined by when the written notice and proof are delivered and their content.

If the regular reservation is not used according to the agreement terms, for example by constantly failing to tidy up or exceeding the time slot, UniSport has the right to terminate the regular reservation agreement before the end of the agreement period.

UniSport reserves the right to the terms of the agreement. If the terms of the agreement are changed during the agreement period, the contact person of the regular reservation will be informed by email four (4) weeks earlier. If the terms change significantly, the customer holding the reservation has the option to terminate the agreement without any further reasons.

**The contact person of the regular reservation agreement must inform the group using the reservation of the terms of the agreement, possible cancellations and other changes regarding the reservation.**