

**Regular customer contract - GOLD**

Date of signing the Contract: .....

**Contract owner/signee:**

First name and surname:  
Address:  
Personal identification code:  
Telephone:  
Email:  
Bank and account no.:

**Company details:**

OÜ Kalevi Veekeskus  
Registry code: 11053554  
Address: Aia 18, 10111 Tallinn

Swedbank: EE092200221025305637  
SWIFT: HABAEEX

OÜ Kalevi Veekeskus (hereinafter referred to in the contract as **Kalev Spa**), represented on the basis of an authorisation by ..... and ..... (hereinafter referred to in the contract as the **Customer**) separately referred to in the contract also as **Party** or jointly as **Parties**

**1. Terms and conditions for the use of services offered by Kalev Spa**

- 1.1. Term of contract **12 months**. The contract is entered into for the period of .....
- 1.2. On the basis of the present contract, the Customer is entitled to use the services of Kalev Spa Water Park and Fitness Centre during the term of the contract in an unlimited amount and time (except in Sauna-Oasis) (hereinafter referred to as "**GOLD package**"). The customer is issued a Kalev Spa wristband, for which the customer pays a deposit of €8 at the reception of the Water Centre and Fitness Club. After the end of the period of use, it is possible to carry the deposit over to the next service/wristband or return it to the purchaser no later than one month after the end of the service period. The wristband gives the Customer access to the Water Park and Fitness Centre during the opening times of Kalev Spa
- 1.3. The monthly payment for the regular customer contract ..... euros, which will be paid by the Customer to the bank account of Kalev Spa by the **12th** day of the current month. If the regular customer contract is entered into from the 1st to the 25th of the current month, the monthly payment must be paid until the end of the current month. If the regular customer contract is entered into from the 26th to the end of the current month, the monthly fee must be paid until the end of the next month
- 1.4. The first monthly payment under the contract in the amount of ..... euros must be paid by the Customer ..... (date)
- 1.5. To fulfil the monetary obligation specified in clause 1.3. of the contract, we recommend that the Customer enters an e-invoice automated standing order in favour of Kalev Spa. The Customer is obligated to ensure the availability of monetary resources on his/her bank account on the day of making the monthly payment. The lack of monetary resources necessary for making the monthly payment under the contract on the Customer's bank account on the specified date does not release the Customer from the obligation to pay the monthly payment by the due date of payment.
- 1.6. The wristband is issued personally to the Customer immediately after the first monthly payment and wristband deposit have been paid at the reception of the Water Park and Fitness Centre. The Customer wristband is personal, and it is tied to the Customer and his/her photo. The wristband and the arising rights and benefits are for the sole use of the Customer and may not be transferred to third persons. The Customer is obligated to register the wristband when entering the Water Park and Fitness Centre and to show his/her personal identification document to confirm his/her identity at the request of an employee of Kalev Spa.
- 1.7. In the name of a person younger than 18 years of age, the contract is entered into and signed by his/her parent or caregiver who is his/her legal representative.
- 1.8. To take part in the group workouts, prior registration is required via the homepage of Kalev Spa in the regular customer environment of the Fitness Centre. The regular customer environment of the Fitness Centre can be entered with the personal user's ID (Customer's e-mail address) and password issued by the system at registration or issued at the reception of the Water Park or Fitness Centre.
- 1.9. As a regular customer of Kalev Spa, I wish to receive newsletters to my e-mail address: AGREE.....  
The sending of birthday greetings to the e-mail address: AGREE .....

Customer .....  
Signature .....

representative of OÜ Kalevi Veekeskus .....  
Signature .....

## GENERAL TERMS AND CONDITIONS OF REGULAR CUSTOMER CONTRACT

### Annex to the regular customer contract no. 1

The general terms and conditions of the regular customer contract govern the relationship between OÜ Kalevi Veekeskus (Kalev Spa) and the person (Customer) who has entered into the regular customer contract (Contract). Kalev Spa and the Customer are hereinafter separately referred to as the Party, and together as the Parties. The general terms and conditions form an integral part of the Regular Customer Contract.

#### 2. Term of contract, extraordinary and ordinary cancellation, termination

- 2.1. The Contract is effective 12 months (term of contract) starting from the day of entering and terminates upon expiry of the period of validity. If the Party has not notified the other Party in writing 30 days prior to the termination of the term of contract of his/her wish to terminate the Contract, the period of validity of the Contract is automatically extended by one year (new term of contract)
- 2.2. During the first term of contract, a Party may terminate the Contract only in the case of good reasons (extraordinary cancellation). A good reason is a circumstance, in the event of which the continuation of the contract may not be demanded from a Party considering all circumstances and mutual interest. In the meaning of the Contract, a good reason is primarily a change in the place of residence to another town or state and trauma that prevents involvement in sports activities or some other reason that has emerged because of *force majeure*. The termination application is accompanied by a document of proof of a good reason. The Contract expires on the last day of the current month in which the application is submitted
- 2.3. The Customer has the right to request the suspension of the performance of the Contract in the occurrence of the circumstances described as good reasons in clause 2.2., but the occurrence of such circumstances is temporary and does not prevent the Customer from continuing the performance of the Contract if said circumstances disappear. Failure to use the service for less than 10 days does not constitute a good reason. The Customer is obligated to inform Kalev Spa immediately of the occurrence of such circumstance that does not allow him/her to perform the Contract and request the suspension of the Contract until the disappearance of such circumstances. The suspension of the Contract is formalised in the form of a written application, which will be accompanied by a document of proof of a good reason. The Customer is released from the obligation to make monthly payments for the period of suspension of the contract
- 2.4. During the term of contract, the Customer may take payment holiday (without good reason) for one or a maximum of two calendar months. During the payment holiday, the Customer has no access to the Water Park and Fitness Centre and no invoices are issued. For the formalisation of the payment holiday, an application must be made by e-mail or at the reception of the Water Park and Fitness Centre. If the payment holiday application is submitted before the 15th (incl.) of the month, the term of payment holiday begins on the first day of the following month; if the payment holiday application is submitted from the 16th of the month, the term of payment holiday begins on the first day of the month after the following month
- 2.5. The termination of the Contract in the first term of contract is possible only in the event of a good reason stipulated in clause 2.2. of the Contract. If there is no good reason for the termination of the Contract, the contract termination fee is 50 euros. The service is closed on the last day of the current month in which the application is submitted, and the contract expires when the contract termination fee has been paid
- 2.6. In the following year, the Party may terminate the contract ordinarily and extraordinarily. In the event of the ordinary cancellation, if the application is submitted before the 15th of the month (incl.) the Contract will expire on the last day of the month in which the written termination application was submitted. If the application is submitted after the 16th of the current month, the contract expires on the last day of the following month
- 2.7. Upon expiry or suspension of the Contract, the Customer has no right to use the services offered by Kalev Spa
- 2.8. Kalevi Veekeskus is entitled to cancel the Contract prematurely in the cases stipulated in clauses 3.5 and 4.2.5. of the present general terms and conditions

#### 3. Contractual fees

- 3.1. Kalev Spa is entitled to amend its service price list once per calendar year. Kalev Spa notifies the Customer of the changes in the price list at least 30 days before the respective amendments take effect. The changes in the price list apply to the Customer after the Contract is extended pursuant to clause 2.1. If the Customer does not wish to continue the Contract due to the price change, he/she is entitled to cancel the Contract prematurely by notifying Kalev Spa thereof in writing 30 days beforehand
- 3.2. The monthly payment under the Contract is the monthly amount of money paid by the Customer for the use of Kalev Spa Water Park and Fitness Centre. The monthly payment amount and payment date are laid down in the special clauses of the Contract
- 3.3. A customer who has entered into an e-invoice automated standing order undertakes to ensure that there is a sufficient amount of money on his/her bank account to make the necessary payments under the Contract.
- 3.4. If the delay in the payment of the monthly payment exceeds 10 days, Kalev Spa is entitled to suspend the Contract unilaterally and cancel the use of the service. After the payment of the monthly payment, the performance of the Contract continues and the term of use is not extended by the duration of the suspension. In the case of a delay in the payment of a monthly payment or if other monetary obligations are violated by the Customer, Kalev Spa is entitled to demand interest for the delay from the Customer in the amount of 0.02% of the delayed amount for each day of delay

- 3.5. Kalev Spa is entitled to terminate the Contract unilaterally if the Customer has delayed the payment of the monthly payments on three consecutive due dates or the sum of the outstanding monthly payments exceeds the sum of the monthly payments payable for three months. When applying the present clause, adherence to the 30-day deadline for giving notice of cancellation is not required. If the Customer does not pay the invoices after the termination of the contract, the company policy states that the company has the right to transfer the collection rights to the Customers debt to a collection company if the debt is not repaid within 7 days of the unilateral termination of the contract. In such a case the Customer must pay both the principal debt and the interest for the delay as well as other amounts of damages determined by the debt collection company.

#### **4. Other obligations of the Parties**

##### **4.1. Kalev Spa undertakes to:**

- 4.1.1. Provide the Customer with unlimited access during the term of the contract to the Water Park and Fitness Centre and the aerobics and water aerobics workouts

- 4.1.2. Not damage the Customer's name, reputation or property

##### **4.2. The Customer undertakes to:**

- 4.2.1. Not damage Kalev Spa's good name, reputation or property

- 4.2.2. Follow the applicable rules of internal procedures while on the territory of Kalev Spa and respect the generally recognised ethical and behavioural norms

- 4.2.3. Not disturb with his/her activity or inactivity the stay of other Kalev Spa customers in the Water Park and Fitness Centre nor prevent the employees from fulfilling their tasks

- 4.2.4. Not be involved in any business or commercial activities on his/her own initiative on the territory of Kalev Spa and abstain from activities that could damage the economic activities of Kalev Spa

- 4.2.5. In the event of a violation of the rules specified in clause 4.2 or in the event of a material violation of one rule, Kalev Spa is entitled to immediately cancel the Contract unilaterally. A violation is material if the consequences thereof result in material or immaterial damage to Kalev Spa, including other Customers or employees of Kalev Spa

- 4.2.6. In the event of the cancellation of the Contract under clause 4.2.5., the prepaid monthly payment will not be returned by Kalev Spa to the Customer who has committed the violation

#### **5. Personal data processing**

- 5.1. Kalev Spa processes personal data pursuant to the privacy statement of OÜ Kalevi Veekeskus, which is available on its homepage: <https://kalevspa.ee/kalev-spa/privaatsusseaded/>

- 5.2. By signing the Contract, the Customer confirms that he/she has read the privacy statement of Kalev Spa and agrees to it. The Customer also gives Kalev Spa his/her consent to be contacted by e-mail and/or telephone, if necessary

#### **6. Final provisions**

- 6.1. Any disputes related to the Contract will be resolved by way of negotiations between the Parties. Failing agreement, the Parties are entitled to use all legal options, including going to court to protect their rights.

- 6.2. All previous verbal and written agreements between the Parties with the same or similar content become void as of the moment of entry into force of the Contract

- 6.3. The Parties undertake to not reveal the contents of the Contract or any confidential information related to the other Party that has become known to them in the course of entering into or fulfilling the Contract to third parties without the written consent of the other Party, except in cases where a Party is obliged to do so to protect their legal interests

- 6.4. The Contract has been drawn up in two counterparts of equal legal force, one for each Party

- 6.5. This Contract has been drawn in English and Estonian, in case of dispute the Estonian text of the Contract shall prevail

Customer .....  
Signature .....

representative of OÜ Kalevi Veekeskus .....  
Signature .....