

USER AGREEMENT FOR MORBÆRHAVEN'S FITNESS ROOMS

1. GENERAL

The following user agreement concerns access to Morbærhaven's fitness rooms under Albertslund Ungdomsboliger, Morbærhaven 100, 2620 Albertslund, CVR no. 48936911 (hereinafter AUB).

The agreement is concluded between a private individual (hereinafter the resident) and AUB.

In addition to these terms and conditions, the resident will at all times also be bound by the applicable rules of order for Morbærhaven and special terms and conditions referred to in this user agreement. Such special terms and conditions constitute an integral, inseparable part of the user agreement.

2. TERMS OF USER AGREEMENT

Upon conclusion of the user agreement, the resident must provide their name and address.

Upon conclusion of the user agreement, access to the fitness rooms is granted using the resident's resident card. Access to the room is conditional on an active resident card. In the case of rent arrears, access to the facilities will be suspended. The resident is at all times responsible for being in possession of their resident card in order to gain access to the fitness rooms. In the event of a defective or lost resident card, the resident is responsible for contacting the administration office for the issuance of a new resident card. A fee is charged for reissue in the case of a lost resident card.

3. USE OF THE FITNESS ROOM

3.1. RULES FOR THE ROOM

The resident is obliged to continually familiarize themselves with, and at all times follow, the current rules for using the fitness room (<https://aub.dk/motion>), as well as the terms contained in this user agreement. Violation of the rules by the resident constitutes a breach of the user agreement and access conditions and may result in expulsion or termination of access. AUB reserves the right to file a police report in the case of rule violations.

3.2. MEMBERSHIP CARD/ACCESS

The resident must use their resident card to gain access to the fitness rooms. The resident card is personal and must not be used by others.

The resident card must always be carried and scanned before starting training and grants access to the fitness rooms. AUB may require the resident to present the resident card in some cases while staying in the fitness rooms.

The resident is responsible for storing the resident card safely and in such a way that it is not damaged, lost, or misused by others; e.g., for unauthorized access. In the event of loss or suspicion of misuse, the administration must be informed immediately, also in writing. It is incumbent upon the resident to be able to document that the membership card has been reported lost to AUB if doubt later arises about this.

The resident may be held liable for unauthorized use of the resident card until it has been reported lost/misused in writing to the administration.

If your resident card is damaged or lost, you must immediately notify the administration, who will issue a new resident card for a fee.

3.3. VALUABLES AND DAMAGE TO PROPERTY

AUB recommends that particularly valuable items (e.g., cash, watches, jewelry, wallets, bags, etc.) not be brought into the fitness rooms and not be stored in any changing lockers. Other brought items should be stored safely during training. AUB bears no responsibility for loss due to disappearance, theft, or property damage that occurs in the fitness rooms.

3.4. HEALTH CONDITION AND PERSONAL INJURY

All training is at the resident's own risk. The resident is responsible for being in a health condition that allows participation in activities in the fitness rooms, and for having received necessary instruction to perform activities correctly and safely. AUB does not bear responsibility for any personal injuries resulting from non-compliance with the foregoing or accidents or other visitors' actions or omissions. The general rules of Danish compensation law also apply.

3.5. USE OF THE FITNESS ROOMS TO OFFER PERSONAL TRAINING, DIETARY GUIDANCE, ETC.

Commercial activity may not be carried out in the fitness rooms, such as training guidance, personal training or dietary guidance to others, or other business without AUB's prior written permission.

3.6. FILM AND PHOTO RECORDINGS

It is not allowed to use the fitness rooms for recording films (moving images) and/or photos for commercial use without a prior written agreement with the administration office.

It is not allowed without consent to record films (moving images) or take photos of others in the fitness rooms or post them on online media.

3.7. VIDEO SURVEILLANCE

There will be video surveillance in the fitness rooms. The purpose of video surveillance is to prevent crime and create a sense of security for users and other guests. You can read more about video surveillance in Morbærhaven's current personal data policy.

4. PAYMENT

Access to the fitness rooms is conditional on timely paid rent. The rent is charged monthly by Kollegernes Kontor i København on behalf of AUB.

4.1. MISSING OR LATE PAYMENT

In the event of rent arrears, AUB has the right to suspend access and close the resident card without notice, so the resident cannot access the fitness rooms.

The resident cannot train if the resident card is closed and before the full outstanding amount has been paid to AUB.

5. CHANGES

AUB may make ongoing changes to these usage terms. Changes will be notified well in advance via AUB's digital channels.

6. EXCLUSION ETC.

AUB has the right to suspend the resident's access to the fitness rooms if the resident significantly breaches their obligations to AUB. Late or missing payment of a due amount, (contributing to) misuse of membership card, doping, or significant violation of the rules for the room and statutes always constitutes a significant breach. AUB may also sanction the resident as stated in the rules for the fitness rooms; including in the form of expulsion, exclusion, police report, etc.

Violation of Morbærhaven's rules of order may also result in termination/annulment of the lease according to the law on the rental of public housing chapters 14 & 15*, or result in

legal consequences according to the law on the rental of public housing chapter 13**.

* *Bekendtgørelse af lov om leje af almene boliger, kapitel 14 og 15*

** *Bekendtgørelse af lov om leje af almene boliger, kapitel 13*

7. PROCESSING OF PERSONAL DATA

In connection with access to the fitness rooms, AUB processes various personal details about the resident in accordance with Morbærhaven's current personal data policy.

8. COMPLAINTS

If the resident wishes to complain about or appeal an exclusion etc., the resident must contact the administration office via email at aub@aub.dk or the department meeting*** via email at ab@aub.dk.

*** *Afdelingsmødet*

9. LIABILITY AND LIMITATION OF LIABILITY

Unless otherwise stated in the user agreement (including the rules for fitness rooms), the parties are liable to each other according to the general rules of Danish law. However, AUB is not liable for loss and damage caused by simple negligence, and AUB is not liable for indirect loss.

The resident is not entitled to claim repayment or compensation if the resident's opportunities to use the fitness rooms are reduced as a result of renovation or maintenance work, damages, repairs, cleaning, health or hygiene measures, or other operational measures initiated by AUB.

10. CONTACT INFORMATION

If you have any questions about these terms, the resident is welcome to contact the administration office via email at aub@aub.dk.

11. VERSIONS

This is version 1.0 - 2023 of the user agreement for Morbærhaven's fitness rooms, which applies to all members.

Albertslund d. 15/06/2023.

I hereby declare that I have received a copy of the current rules and conditions for access to Morbærhaven's fitness rooms and have read and understood their content.

I agree to comply with all the regulations and undertake to follow them during my stay in the fitness rooms.

First and last name: _____

Apartment no.: _____

Signature: _____

Date: _____