

## Terms and conditions

### Parties to the Agreement:

Workout Harbourside = Vivo Sports Gym Ltd

Gym Member, you, your = Relevant person purchasing the gym membership

### Membership Terms:

- Membership fees are paid by the gym member on a monthly basis by Direct Debit. (Membership fees are subject to change with a one month notice period)
- Your membership includes a one off joining fee and an annual development fee (Workout Harboursides one off joining fee and annual development fee are subject to change with a one month notice period)
- By providing an email address the gym member consents to receiving emails from Workout Harbourside.
- Opening hours and access to Workout Harbourside are subject to change.
- During your visit to Workout Harbourside the gym member will report any damaged equipment or damage to the property to a member of staff.
- Abuse of membership, i.e. not paying fees, incorrect use of gym equipment, verbal or physical abuse of staff or members will result in the cancellation of your membership and any outstanding fee's, costs from damage or legal fees will be sought from
- Workout Harbourside has the right to refuse your application for membership.
- During your membership, monthly fees must be paid regardless of whether you use the facility.
- Memberships are non-transferable.
- We may suspend or cancel your membership at any time if;
  - You seriously or repeatedly break these terms and conditions
  - You or your guests use rude or abusive language or violent behaviour at Workout Harbourside, or if your behaviour puts other members or team members at harm or at risk of harm.
- If Workout Harbourside ends or cancels your membership for any of the reasons listed, we will not refund your bank and administration fee, starter payments or monthly subscription.
- As a gym member you consent to Workout Harbourside collecting your demographic and interest data, as well as more general data. We use this to check that we are marketing to the correct demographic of people and not for any other reason.
- As a gym member you consent to us storing cookies on your computer to log you in, and to send you emails from time to time.
- All gym members using the gym must be above 16 years of age.

- Workout Harbourside will provide you with a free group or online induction to show you how to use the equipment safely. However, you can choose to 'opt out' of this induction when signing up for a membership. If you opt out of an induction, In doing so you are agreeing that it is your legal responsibility to be fully responsible for your own safety whilst using the equipment. Workout Harbourside cannot be held liable for any injuries caused whilst using the equipment. If you wish to have further guidance please, contact one of the trainers regarding a personal programme or indeed personal training.
- Workout Harbourside does not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.
- Workout Harbourside does not have to pay you compensation for loss or damage you may suffer unless we fail to carry out our duties under these terms and conditions to a reasonable standard or break any duties we have to carry out by law.
- Workout Harbourside will not compensate you if we have failed to carry out our duties due to:
  - a fault of your own;
  - a third party not connected with providing our services under these terms and conditions;
  - or events which we could not have known about beforehand even if we had taken all reasonable care.

Health Conditions:

- You are responsible for your own safety, health and wellbeing whilst using the Workout harbourside facility.
- Our staff, agents and subcontractors are not medically trained, should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises. This can include but is not limited to any of the following:
  - A Doctor/Medical professional has diagnosed you with a heart condition and indicated you should restrict your physical activity.
  - You have experienced chest pain in the past month.
  - You have an injury or orthopaedic condition (such as a back, hip, or knee problem) that may worsen due to a change in your physical activity.
  - You are pregnant.
  - When you perform physical activity you feel pain in your chest.
  - You faint, get dizzy or lose your balance when exercising.
  - You have high blood pressure or a heart condition that a doctor/medical professional is currently prescribing medicine.
  - You have insulin dependent diabetes.

If you have, or have experienced any of the following conditions it is your responsibility to manage these conditions and seek the relevant medical advice before using Workout Harbourside. If you require any more information please contact [info@workoutharbourside.co.uk](mailto:info@workoutharbourside.co.uk).

*Membership Cancellation Policy*

- We ask for a 4 week notice period if you need to cancel your subscription.
- To cancel your membership please email [info@workoutharbourside.co.uk](mailto:info@workoutharbourside.co.uk)
- Workout Harbourside does not refund any paid memberships.

Please make sure you have read and understood this agreement and all the Membership terms, Health Conditions and Membership cancellation policies before signing up for a membership.