



## **TERMS & CONDITIONS**

1) **MEMBERSHIP** If you sign this agreement with The Warehouse Health Club (Aberdeen) Limited, registered number: SC442265, registered office: 20 Mearns Street, Aberdeen, AB11 5AT, you agree to become a member of the club for the term stated in section 2. Your relationship with the club is governed by these terms and the club's rules. In so far as the club's rules differ, these terms will apply. Entry will only be allowed by means of a valid membership, proved via our entry system. If a member is looking to use the facilities without this then they will have to pay the non member day rate entry fee each time until they are able to prove their membership. This money will not be refunded.

Guests may be signed into the club at stated cost (see club's reception). The guest must be fully aware of the club's rules prior to using the club's facilities. They will also be asked to sign the register at reception which is also a disclaimer waiving the right to any legal recourse should there be any injury or damage to property.

2) **MEMBERSHIP PERIOD STANDARD MEMBERSHIP** - You agree to remain a member of the club for at least the "Minimum Term" of 6 months as agreed by yourself. If you wish to remain a member after this term please be advised that Go Cardless will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be by email and sent to [info@thewarehousehealthclub.com](mailto:info@thewarehousehealthclub.com). Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not The Warehouse Health Club (Aberdeen) Limited. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, "the term". Members will be notified prior to any changes taking place.

3) **CANCELLATION** You cannot cancel your membership until you have been a member for at least the "Minimum Term" as stated in Clause 2 above in relation to your Membership Option as agreed by yourself. Go Cardless will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give one months' notice. The notice should be by email and sent to [info@thewarehousehealthclub.com](mailto:info@thewarehousehealthclub.com)

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4) PAYMENT a) The pro rata payment specified is calculated in relation to the date joined and the date of deduction of your first Direct Debit payment. All subsequent membership subscriptions are payable on a dates stated of the month to which they relate. Please note that additional charges may be required for certain services (eg. refreshments, sunbed etc). b) Membership subscription rates may be reviewed at any time during the Minimum Term. In the event that they are changed, you will be given 14 days written notice. We reserve the right to increase the Membership rate and therefore your particular price insofar as any relevant taxes, such as VAT, apply and/or increase. c) If you miss two payments you will be deemed to have breached your contract and your Membership will be cancelled

d) If you join on a promotional Direct Debit Offer but were a current member prior to this offer The Warehouse Health Club (Aberdeen) Limited can charge the difference between the promotional price and the full Membership price. e) Payment Queries The Warehouse Health Club (Aberdeen) Limited operates a Direct Debit payment system with Go Cardless. If you do have any questions about your payments please do not hesitate to contact our Club Manager.

5) PERSONAL BELONGINGS and INDUCTIONS You accept that The Warehouse Health Club (Aberdeen) Limited will have no liability whatsoever to you in respect of any loss/theft or damage to any of your personal belongings. You agree to hand in any items of lost property that you find at the club to the reception. You also acknowledge that for security reasons and for the benefit of all users of the club, The Warehouse Health Club (Aberdeen) Limited will empty all lockers at the end of each day and any items of lost property that are found will be deposited at reception. You accept that any lost property that is not claimed by you within 14 calendar days will be donated by us to a local charity of our choice.

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Inductions are offered to all users of The Warehouse Health (Aberdeen) Club. Should you decline to have an Induction on how to operate the machines safely you waive your right to any legal recourse should you injure yourself or sustain damage to your own personal property.

6) **TERMINATION** Your membership may be terminated if you breach this agreement or the club's rules and the breach is: a) Serious (in the sole opinion of The Warehouse Health Club (Aberdeen) Limited). b) Has not been remedied within 7 days of receipt of a written warning. c) Is repeated within 6 months of receipt of a written warning.

7) **YOUR RIGHTS** You agree to inform staff at the club with details of any disability including (but not limited to) any heart conditions, deafness, epilepsy, blindness, injuries or any other conditions prior to using the facilities at the club to avoid accidents or injuries to yourself or other users of the club.

You are responsible for being properly equipped for using the facilities at the club. You accept that, save for any wilful default or negligence or your statutory rights which shall remain unaffected, The Warehouse Health Club (Aberdeen) Limited and its officers, employees and agents will have no liability to you in respect of any injury, illness or loss sustained by you whilst using the facilities at the club.

8) **PRIVACY POLICY** Who we are The Warehouse Health Club is the trading name of The Warehouse Health Club (Aberdeen) LTD. We take your privacy seriously and as such have laid out the following privacy notice in line with the General Data Protection Regulation 2018.

By using our facility, website or any of our services you agree to be bound by the policies set out in this privacy notice. We are fully committed to protecting the privacy and safeguarding the use of your personal information and we will look to keep this privacy notice updated, therefore check back here regularly to review any amendments. (last updated 25/05/2018)

Any questions relating to our privacy policy or this notice should be directed in writing to us at: Membership Manager, The Warehouse Health Club, 20 Mearns St, Aberdeen AB11 5AT.

**What data we collect and how we use it** We collect and process your personal information (such as name, date of birth, contact information, bank account and payment information and information relating to health conditions and usage) in order to administer your accounts and subscriptions with us – to process orders, payments or applications submitted by you.

We also use it to carry out our obligations in relation to any agreement or contract you have with us including any subscription to our service, or to verify your identity.

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We will not share your data with any third party other than those utilised to service our business or if legally obligated to do so. External partners (processors) may be utilised to perform tasks including but not limited to: processing payments, making bookings, marketing, accounting and account management – we agree terms with all our partners to ensure that they all comply with high levels of confidentiality and best practice in privacy and security standards in line with the General Data Protection Regulation 2018.

**Security** - We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place a number of electronic, physical and administrative procedures to safeguard and secure the information we collect and store.

**Information about products and services and marketing** From time to time we may send you details of products and services that may be of interest to you via email or text. This is only if you opt to receive this information, via informed opt-in consent or via legitimate interest, whereby you could reasonably expect to hear from us following a recent enquiry, purchase, content download or referral from someone you know

**Your rights and keeping our records up to date and accurate.** You can opt out from any promotional, non-essential or marketing content at any time by clicking the unsubscribe link in an email or by contacting us directly.

You may also contact us directly to request information about what data of yours is recorded by us, how it is stored and what it is. If you would like a copy of the information held on you please write to us. You also have the right to lodge a complaint with a supervisory authority if you feel your privacy has been violated.

In general we retain and process personal data for a reasonable period following initial enquiry, purchase or the lapsing of an account with us. Certain records such as health screening forms may be retained for a longer period, in line with fulfilling contractual obligations of due care to our customers and visitors, in line with industry standards.

**Third party sites, apps and services** We cannot be responsible for the privacy policies and practices of other websites, apps or services even if you access them using links from our sites, or during the delivery of our services. We recommend that you check the policy of each site you visit, any apps you use or any third party services that you may register with.

**Social Media** - We advise Members and visitors to ensure that if they are to take photos or record video on the premises, that no other individual appears in the footage . We do occasionally arrange filming or photographs for use on our Social Media or other communications. All due care will be taken to ensure that no one appears in filming or content created by us without expressing consent to be included. If you find you do appear in error, and would like an image or video of you to be removed from our Social Media channels or communication please contact us immediately.

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Cookies. A cookie is a small file, downloaded on to a device when the user accesses certain websites. Cookies are then sent back to originating website on each subsequent visit. Cookies are useful because they allow a website to recognise a user's device and help to analyse web. Cookies allow web applications to respond to you as an individual.

We use a social media pixel to monitor interactions with certain social media platforms.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Disclosing your information to others. Other than the disclosures referred to in this policy, we will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

9) GYM ETIQUETTE For the comfort and safety of all gym users please observe the following:-

Appropriate clothing must be worn at all times. Articles of clothing & personal belongings must be stored in the lockers provided. Weights must be returned to the appropriate rack after use. Perspiration must be wiped off machines after use with the paper towels and spray provided. When resting at a machine between sets allow others waiting to use the machine. Excessive noise when lifting weights is not encouraged in the gym. ☒ Please inform an Instructor of any health problems that may affect your training. To protect the privacy of other users, mobile phones with digital image recording must not be used in the Changing Rooms, Gym or Fitness Classes unless permission is given. Do not wear outdoor footwear in the gym.

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**APPENDIX FOR CORONA VIRUS JULY 2020**

**THE BELOW DISCLAIMER HAS BEEN INCLUDED DUE TO GUIDELINES SET OUT BY THE GOVERNMENT AND GOVERNING BODIES. BY BECOMING A MEMBER OF THE WAREHOUSE HEALTH CLUB (ABERDEEN) LTD YOU AGREE TO ABIDE BY THIS APPENDICE.**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the Scottish Government and many other public health authorities still recommend practicing social distancing.

I further acknowledge that The Warehouse Health Club has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that The Warehouse Health Club cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to Warehouse Health Club staff, tradesmen, other clients accessing the facilities and Instructors and Personal trainers using the facility.

I voluntarily seek services provided by The Warehouse Health Club and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while visiting The Warehouse Health Club.

I attest that:

\* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by local public health authorities.

\* I am following all Scottish Government recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold The Warehouse Health Club harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the The Warehouse Health Club, or that may otherwise arise in any way in connection with any services received from The Warehouse Health Club. I understand that this release discharges The Warehouse Health Club from any liability or claim that I, my heirs, or any personal representatives may have against the Club with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from The Warehouse Health Club. This liability waiver and release extends to the Club together with all owners, partners, and employees.

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