

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 card, used via the swipe system. If a member is looking to use the facilities without their card then they will have to pay a £5.00 entry fee each time until they are able to produce their card. **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.

Towel hire can be arranged at a charge of a £1.00. The towel MUST be returned to Reception and placed in the Towel Bin provided after use.

2) MEMBERSHIP PERIOD

STANDARD MEMBERSHIP - You agree to remain a member of the club for at least the "Minimum Term" of 3 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 in writing or via our online Cancellation Form or by email and sent to *The Warehouse Health Club (Aberdeen) Limited*. 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 in writing or via our online Cancellation Form or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc

There are Limited Rights to Cancel. During the minimum term of the agreement you may cancel the agreement only:-

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hour of the services unreasonably.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
5. If you lose your employment and are unable to keep up the repayments as a result. You must produce documentary evidence and initially we shall be prepared to suspend payment for two months and review with you your financial situation thereafter.

Prepaid memberships are non-refundable. There is a 7 day cooling off period for new gym members who take out the direct debit option. The Pro Rata payment is non-refundable.

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 one of the dates stated (1st, 8th, 15th, 25th) 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

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- 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 of £30.00 per month.
- 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 Admin 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.

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:

- Serious (in the sole opinion of *The Warehouse Health Club (Aberdeen) Limited*).
- Has not been remedied within 7 days of receipt of a written warning.
- 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.

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.

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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.

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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- Do not train with heavy weights alone. If weight training with heavy weights please ask for assistance from a Member of Staff.
- The dropping of weights, plates and dumb bells in The Warehouse Health Club is not tolerated at any time. Anyone found to be flouting this rule will be asked to leave the facility immediately. If they are a Member their contract will be terminated without refund and with immediate effect.
- Liquid chalk only is to be used in the gym area

10) GYM EQUIPMENT, SWIMMING POOL and HIRING OF STUDIOS

The Fitness Studios (Studio 1 and Studio 2) can be hired for personal use with prior booking. Studio 1 can be hired at a rate of £30 per hour. The individual Instructor must read and sign the Conditions of Hire Documentation prior to use. Studio 2 can be hired by way of a deposit of £20 which will be returned when the Member of Staff on duty has checked that the facility has been left in a satisfactory condition. The Fitness Studios will not be hired out for the practice of mixed martial arts unless Personal Liability Insurance has been obtained by the individual instructor. *The Warehouse Health Club (Aberdeen) Limited* reserves the right to request exhibition of the said Personal Liability Schedule and in the event of non-exhibition of the said schedule *The Warehouse Health Club (Aberdeen) Limited* reserves the right to refuse the hire of the said facilities.

There may be occasions where we have to close equipment/swimming pool or all or part of the gym. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.

11) CCTV

Along with crime prevention, the health & safety of all our gym users is of prime importance to us. We have recently installed new and improved cctv cameras in our gym area and have 24 hour surveillance in operation.

We refer to Gym Etiquette rules and to ensure these standards are met we will be monitoring and recording our facility at all times. We trust all our clientele agree that this will ensure *The Warehouse Health Club (Aberdeen) Limited* remains a safe, clean and pleasant place to train. If you have any concerns regarding other users in our establishment or any other health and safety issues, we would ask that you speak with a member of our team.

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