

HEALTH COMMITMENT STATEMENT

Your health is your responsibility. The management and staff at Everyday Fitness are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

OUR COMMITMENT TO YOU:

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

YOUR COMMITMENT TO US:

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

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These conditions (the 'Conditions'), together with the studio rules referred to below and your terms of usage, form a contract between 'you' (the user named above) and 'us', Everyday Fitness 1 high street, Wroughton, SN4 9JX (the 'Contract'). If you have any questions about these Conditions or any of the other documents forming part of the Contract, please ask us.

DEFINITIONS:

User Includes Everyday Fitness Members, Open Gym Users, Classpass Users, Online users, single session drop ins and any other persons who make use of the facilities.

The Contract:

1. THE CONTRACT BETWEEN YOU AND US

As well as agreeing to your terms of usage (including these Conditions), as a user you agree to follow the rules of usage relating to using our Gym & studios and your behaviour in our Gym & studios ('Gym rules'). The studio rules are available on our website.

It is important that you have read and understood your terms of usage before agreeing to them.

2. MINIMUM AGE

Minimum age You understand and agree that the minimum age for training with us is 16. Clients under the age of 18 are required to provide a certificate from a parent or legal guardian confirming understanding and acceptance of the risks posed to you during your time training with us.

3. YOUR HEALTH

You warrant that you are in good physical condition and you know of no medical (or other) reason why you cannot or should not do active or passive exercise.

You warrant that you are aware that all exercise carries risks, and acknowledge you are participating willingly, and in knowledge of these risks.

You recognise that we are not able to provide you with medical advice, and that any information provided should be used as a guideline only. If you have any prior knowledge of health concerns or health risks, you acknowledge that it is your responsibility to seek clearance from a health care professional.

4. PANDEMIC/ ILLNESS LIABILITY

You understand that as a user, any time you enter a Everyday Fitness facility or engage with a Everyday Fitness Coach you are fully responsible for your own personal health and any risk of contracting any and all viruses or illnesses. In the time of a pandemic, Everyday Fitness undertakes to follow all government guidelines and to put in place strict cleaning and hygiene measures, to observe the recommended social distancing practices and to do everything in its power to keep all its staff, users and clients safe.

You, the user, understand that you are morally obligated to be truthful with Everyday Fitness when asked about the state of your health and any symptoms that suggest you should be avoiding contact with others, and not to enter facilities or train in a facility should this be the case. You, the user, also attest that, to the best of your knowledge, you have not been in contact with anyone with a known case of a pandemic illness. You understand that you may be refused entry to a facility if you fail an on the spot temperature check and are deemed to be at risk of having symptoms of Covid-19 or any other virus that is ruled a pandemic risk.

You, the user, completely absolve Everyday Fitness and any and all of its staff, employees and partners of any liability and responsibility for any illness, injury or death including if the illness, injury or death resulted from any virus that may or may not have been contracted while in contact with Everyday Fitness staff or on Everyday Fitness premises.

You also commit to contacting Everyday Fitness should you at any point realise you do have symptoms of Covid-19 or any other virus classified a pandemic risk, so that Everyday Fitness staff can safeguard and track anyone you have been in contact with.

You, the user, understand and acknowledge that the training, programs and events held by the Everyday Fitness may expose you to many inherent risks, including accidents, injury, illness, or even death.

By agreeing and accepting this waiver, you, the user, assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by you.

You, the user, hereby acknowledge your responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. After having read this waiver and knowing these facts, and in consideration of acceptance of your participation and the Everyday Fitness furnishing services to me, you agree, for yourself and anyone entitled to act on your behalf, to hold harmless, waive and release Everyday Fitness, its officers, agents, employees, organisers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of your participation in the Everyday Fitness training, programmes and/or events. By agreeing to this waiver, you indicate that you have read and understand this Waiver of Liability. You are aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

5. SESSION CANCELLATIONS

You agree to adhere to our 24 hour cancellation policy before any Personal Training session. If you do not cancel or do not cancel 24 hours prior to the scheduled start time, you will be charged the full session credit. Please give a minimum of 1 hour when cancelling classes to allow others time to book and travel. Regular no shows will be investigated and if necessary memberships can be terminated.

Additionally, the cut-off time for admittance to any session is 5 minutes after the scheduled start time. You will no longer be admitted into the session after this time due to the increased risk of injury associated with missing a warm up.

7. PERSONAL BELONGINGS

You agree that Everyday Fitness is in no way responsible for the safekeeping of your personal belongings while you are present in the studio. You assume all risk of loss for any of your personal belongings.

8. YOUR PERSONAL INFORMATION

We take the privacy of our users seriously. This paragraph summarises the ways in which we use your personal data. Further information about the ways in which we use personal data is set out in our privacy policy (available at www.everydayfitnessgym.co.uk), together with our contact details if you have any questions. If you have any request about your personal information, please contact us in the first instance. We will collect personal information from you through your interactions with us (for example, when you join us as a user or purchase or make bookings for our products or services), through your usage of our gym, studios and services, and through your interactions with our website and mobile app and other technologies.

We will only use your personal information when the law allows us to. Most commonly, we will use your personal data where we need to do so to perform a contract with you, where it is necessary for our legitimate interests, or where we need to comply with a legal or regulatory obligation. We may share your personal data with external third parties who perform certain functions on our behalf or provide us with services to enable us to deliver our products and services and manage our business. We require all third parties to respect the security of your personal data and to treat it in accordance with the law, including by putting in place appropriate contractual obligations and protections. We do not allow our third party service providers to use your personal data for their own purposes.

You have certain rights under data protection law in relation to your personal data. For more details about how we collect, use and share your information, and your rights in relation to your personal data, please see our privacy policy at www.everydayfitnessgym.co.uk

9. MARKETING

Unless you have asked us not to do so, we will keep you updated by post and electronic methods (for example, email, SMS and MMS) about promotions, special offers and discounts from Everyday Fitness that we think may be of interest to you.

If you have confirmed that you are happy to receive third party promotions, special offers and discounts, we will send you details of, and may share your information with, other Everyday Fitness companies and other carefully selected organisations, companies and individuals so that we or they may send you marketing information about their promotions, special offers and discounts which may be of interest to you. We or they may send this information by post and electronic methods (for example, email, SMS and MMS). Any marketing communications we send you by electronic methods will always include details of how you can opt out of receiving further marketing communications.

Details of how to opt out are also provided in our privacy policy, available at www.everydayfitnessgym.co.uk

10. USE OF YOUR IMAGE

You understand that during the course of your time training with us, photographs and/or video's may be taken in which you may be identifiable. You understand and agree to allow us and our agents and affiliates to take photo and video of you for promotion purposes from time to time.

11. OPEN GYM

By signing this document, you confirm that you will watch an induction video for the gym and that you agree to the rules and requirements for usage listed in the studio rule, in addition to the rules of Open Gym usage including, but not limited to:

- a) Booking classes online or on our app ahead of your visit;
- b) Checking in on arrival;
- c) Keeping your area clean and tidy and returning all equipment and kit to their storage places;

11.2. MONTHLY SESSION ALLOWANCE

All memberships involving classes allocate an unlimited amount of classes you can attend. Classes can be booked 7 days prior to the class start time and will be available to book online on our the app.

12. Everyday Fitness MEMBERS

By clicking this contract you indicate your intention to sign the Membership Agreement as soon as is practicable.

13. CHANGES TO THESE CONDITIONS OR THE STUDIO RULES

Details of the current opening hours and facilities available at each studio are set out on our website. We may sometimes need to change our opening hours or facilities. If we need to do this we will, where reasonably possible, display notices in the studio telling you about the change at least two weeks before the change takes effect.

We can make reasonable changes to these Conditions or the studio rules at any time for security, legal, regulatory or operational reasons. We will give you at least two weeks' notice of any changes by displaying the new conditions or studio rules in your home studio.

14. HOW TO CONTACT US

Should you need to contact us for any reason, full contact details are available from reception at your home studio or on our website.

15. GENERAL

The laws of England and Wales apply to this Contract and the courts of England and Wales will decide any disputes arising in relation to it. If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights.

16. MEMBERSHIP CANCELLATIONS

Should you want to cancel your contract with Everyday fitness, you will be required to give one full calendar months notice. This means upon cancelling your contract, you will be required to pay for the following month before your contract is terminated the following month. Written confirmation of cancelling your policy must be sent to danny@everydayfitnesspt.co.uk. Failure to comply to this condition may result in legal action for outstanding membership fee.