

TERMS & CONDITIONS OF MEMBERSHIP

1 General terms

1.1 Definitions

In these Terms and Conditions the following definitions apply:

“Health Shack” and “Company” means Health Shack Huddersfield Ltd or such successor in title

“Member” means the person named on both the Membership Agreement

“Membership” means membership of the Health Shack Club in accordance with the terms of the Agreement

“Agreement” means the agreement between Health Shack and the Member the terms of which are set out on the Membership Agreement and these Terms and Conditions

“Club(s)” means all premises operated by Health Shack as exercise clubs in the United Kingdom

“Facilities” means all exercise facilities and equipment available at each Club which may vary from Club to Club

“Membership Period” means the first period and any subsequent period thereafter as set out in Clause 2. Terms for the renewal of membership are set out in Clause 2.

“Membership Fees” means the fees due from the Member in consideration for membership of the Clubs

“Club Rules” means the rules and regulations which apply to the operation of the Club and the conduct of the Members displayed in each Club and which may be varied from time to time

“Contact Details” means the Company’s e-mail, telephone number and address as stated on the Company’s website.

“Website” means the Company’s website www.healthshackhd.co.uk

- 1.2 Membership is subject to the provisions of the Agreement as may be amended from time to time on reasonable notice.
- 1.3 All terms and conditions of the Agreement shall apply to the person named on the Membership Agreement.
- 1.4 Membership shall entitle the Member to use the facilities at the Member’s Primary Club as set out in Clause 4.5.
- 1.5 Submission of a completed Membership Agreement to Health Shack is an offer to become a member of Health Shack subject to the terms and conditions of this Agreement. Membership will only become effective upon signature of the Membership Agreement by a representative of Health Shack or issue of a receipt in respect of the initial payment. Health Shack reserves the right to refuse or reject any membership.
- 1.6 A Member is entitled to use all the Facilities (for which additional payment may be due for certain facilities or courses or treatments) for the Membership Period provided that the Member is not in arrears in respect of any monies due to Health Shack or in breach of any of the provisions of the Agreement.
- 1.7 Subject to these Terms and Conditions all options for Membership are available to anyone aged 18 years and over. Individuals aged between 15 and 17 years may

apply for Membership subject to producing written parental consent and any additional requirements which Health Shack may reasonably ask for from time to time.

- 1.8 Upon acceptance by Health Shack of any Membership a Membership Card will be issued entitling a Member to all the rights and privileges exercisable according to the type of Membership.
- 1.9 In order to gain access to any Health Shack club a Member must present the Membership Card at reception. A charge may apply for any replacement card.
- 1.10 The Membership Card may only be used by the Member and not loaned to anyone else. Breach of this condition may result in termination of the Membership.
- 1.11 A Member is required at all times to adhere to the Club Rules. The Club Rules are available upon request and/or can be downloaded from the Health Shack Website (see Contact Details in Clause 1). Any changes to the Club Rules will be available following such changes being made.

2 Privacy and Security Policy

2.1 Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information.

Health Shack will never sell trade, rent, exchange or otherwise share your personal information with any other person, company or organization.

2.2 Use of Information

We will disclose your personal information only when you have given consent. Under no circumstances do we sell participant or personal information to others.

Please note that we will not share health information that may have been provided in connection with a program, program withdrawal or request for refund.

With your consent, we may use certain information to provide you with information about Health Shack and its affiliates and programming. This consent is optional and you can decide to withdraw it at any time

Information collected by Health Shack about its users is used internally by authorized employees of Health Shack for the following reasons: To process payment, register you in the program of your choice, assess and record your performance, update you when required of any possible changes of the planned services at Health Shack, determination of those areas, features, and services that are valued the most and found most helpful. Also, we collect information to determine the appropriate participation in the activities and services provided at Health Shack.

2.3 Securing Your Information

The Health Shack Facilities Management System uses sophisticated security and safeguard measures to protect users' information. One such measure is our use of secure server software (SSL), to ensure that your debit or credit card will be protected against fraudulent use.

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2.4 Links

Links from or to web sites outside the Health Shack Website are meant for convenience only. Health Shack does not review, endorse, approve or control, and is not responsible for any sites linked from or to the Health Shack Website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and Health Shack will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and Health Shack is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

3 Term

- 3.1 The Agreement will be for a period not less than the Membership Period set out in the Membership Agreement and will commence from the date of the Membership Agreement.
- 3.2 The terms of payment will be set out in the Membership Agreement.
- 3.3 The Membership Fees will be fixed for the Membership Period but may be changed by Health Shack at any time thereafter on not less than one month's written notice to the Member at which time the Member may serve notice in accordance with Clause 8 during which time the old membership fees shall apply. At the end of the agreed term membership will automatically renew on the same terms and conditions prevailing at that time. By renewing you are committing for a further agreed term and a cancellation and or refund will not be permitted unless Health Shack are in breach of the Terms and Conditions.

4 Types of Membership

- 4.1 The different types of Membership are available on request. Health Shack may withdraw vary or introduce new Membership options from time to time. For information:-
- 4.2 Standard membership has 2 payment options:
- 4.2.1 Pre-paid at the start of the Agreement and become due for renewal at the end of the Membership Period.
- 4.2.2 Paid by installments, the payments will be by way of equal monthly installments by bank standing order, Direct Debit or automatic recurring card payments and must not be cancelled during the first Agreement Period or thereafter until the Agreement comes to an end. Membership paid by monthly installments may be higher than the annual equivalent due to a charge for the provision of credit.
- 4.3 A Member can change a Membership at any time upon payment of the appropriate Membership Fees and supporting proof. A new agreement must be signed. Details of opening hours of the Clubs are available at each Club or from the Health Shack website. Health Shack reserves the right to change the Clubs' opening times at its reasonable discretion upon giving such reasonable notice as possible in the circumstances, such notice to be displayed in each Club or on the Health Shack website.

5 Membership fees and other charges

- 5.1 Details of the type of Membership and Membership Fees as at the date of joining are provided on the Membership Agreement.
- 5.2 Upon becoming a Member, the Member will pay the applicable Membership Fees as set out on the Membership Agreement.
- 5.3 Payments by installment are due regardless of the usage of the facilities. In the event of any failure to meet any payments due, entrance to the Club and the use of the Facilities will be suspended until payment is made. Failure to bring the account up to date within four weeks may result in the remaining balance of your initial agreement being passed to a third party to pursue the debt. If payments reject on more than one occasion Health Shack has the right to charge an additional administration fee.
- 5.4 Health Shack may, in compliance with the Data Protection Acts, disclose personal details contained in the Membership Agreement to any credit reference agency or third party instructed to recover any arrears under this Agreement.
- 5.5 A member's chosen club must be their "primary club of use". Primary Club means the club the member uses most frequently. Health Shack reserve the right to change fees accordingly should a member's Primary Club change as set out in Clause 1.5.
- 5.6 Upon joining a member may choose to pay either pre-paid membership or by monthly installments in advance as per Clauses 3.2.1 and 3.2.2. Any members who choose to pay by monthly installment will incur an additional charge for the provision of credit.
- 5.7 Upon your renewal date you will have the right to choose either payment method in Clause 4.2. By choosing to renew you are committing to membership for a further period as stated in the Membership Agreement and membership cannot be cancelled.

6 Limitation of liability

- 6.1 The Member hereby agrees that the Member covered by the Membership Agreement shall use the Facilities entirely at their own risk except where any loss, personal injury or damage to their own property is sustained due to any negligent act or omission or breach of statutory duty on the part of Health Shack or any employee or third party acting on its behalf.

Health Shack does not accept responsibility for any harm or injury to any Member whilst using the facilities unless arising out of any negligent act or omission or breach of statutory duty of Health Shack, its employees or any third party acting on its behalf. Health Shack will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement or to a reasonable standard or breach any duties imposed on us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributable to:

- a) your own fault
- b) a third party unconnected with our provision of services under this agreement; or

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- c) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.
- 6.2 All items of property must be removed from lockers which are emptied each night. Any items left overnight will be stored for up to 1 week and then treated as abandoned and disposed of.
- 6.3 Health Shack is not responsible for the loss of personal items or damage to personal property, either on the club's premises or in the club parking areas unless caused by the negligent act or omission or breach of statutory duty of Health Shack, its employees or any third party acting on its behalf.

7 Conduct

- 7.1 Any Member must use the Facilities in accordance with the advice provided by any representative of Health Shack and/or notices displayed. A Member must not abuse the Facilities and the Member will be responsible for any willful damage or damage caused by negligent use.
- 7.2 The Member and all persons covered by this Membership Agreement are required to behave in a reasonable and courteous manner so as not to be offensive or cause disturbance to the quiet enjoyment of the Clubs by other Members.
- 7.3 Membership may be terminated by Health Shack for violation of the Club Rules or for conduct reasonably deemed by Health Shack to be detrimental to the welfare, good order or character of the Clubs and its Members. Health Shack reserve the right to retain a proportion of any fees paid by the Member relating to use of the Club prior to termination and any reasonable costs incurred as a result of termination.
- 7.4 Appeals against any termination of the Membership Agreement must be submitted in writing within 14 days of the termination of the agreement addressed to Health Shack (see Contact Details in Clause 1). Any appeal will be dealt with as quickly as possible but in all cases within 28 days of receipt of the letter of appeal.

8 Cancellation and Freezing of membership

- 8.1 Membership is a commitment to remain a Member for the agreed Membership Period, whether paying by monthly installments or pre-paid in advance.
- 8.2 Members may request to freeze their Membership at the discretion of Health Shack. Any months frozen will be added to the end of the current Membership Period. Notice must be given in writing addressed to Health Shack (see Contact Details in Clause 1) before the 21st of the previous month.
- 8.3 If the Member wishes to bring the Agreement to an end either at the end of the initial Agreement Period or at any time thereafter once the first Agreement Period has passed the Member must give no less than one full calendar month's written notice to be sent to Health Shack (see Contact Details in Clause 1). No other form of communication will be accepted. Calendar month means from the 1st to the last day of that month for example if notice is received 5th June your full calendar month will be July and membership would be cancelled on the 31st July. The notice shall be acknowledged within 21 days. In the event the Member does not receive

acknowledgement of the notice within 21 days of the date of such notice, the Member should contact Health Shack (see Contact Details in Clause 1). Health Shack will consider any request to cancel within agreement upon receipt of supporting documentation and a cancellation fee of £30.00.

- 8.4 Any request is taken from the date we receive notice. We strongly advise when giving notice by post you send by recorded delivery. Health Shack will not be held responsible for any correspondence not received.

9 Goods returned

- 9.1 Exercise equipment and accessories

Goods must be returned to us within 30 days of purchase. We will give a full refund or an exchange under the following conditions:

- a) The product is defective;
- b) The product is unsuitable for the use intended.

- 9.2 Supplements

Goods must be returned to us within 30 days of purchase. We will give a full refund providing the product is in its original undamaged packaging and has not been opened.

10 Miscellaneous

- 10.1 Smoking within all Clubs and its premises is strictly prohibited.
- 10.2 Written notices that are required to be given under this Agreement by Health Shack will be sent by second class post to the address stated on the Membership Agreement (or such other address which you will notify in writing from time to time). All such notices will be deemed to have been received by the Member three days after posting. All other notices required to be given by Health Shack will be placed in a prominent position within the Clubs and on the Company's website.
- 10.3 Membership of Health Shack allows access and use of the Facilities only.
- 10.4 Health Shack reserves the right to alter, change, add to, reduce or cease various Facilities and to utilize the Facilities for special events, private parties, seminars, tournaments or other activities it may deem desirable upon giving such reasonable notice as possible in the circumstances. Compensation will not be given for such activities.
- 10.5 Health Shack may, on a temporary basis, withdraw use of part of the Facilities at a Club due to the failure of services or for the purpose of undertaking necessary maintenance or repair work or for the replacement of Facilities. Any work will be completed as quickly as practicable. Compensation will not be given for such closures.
- 10.6 The member is responsible to inform Health Shack of any changes to their personal details including; address, contact phone number(s) or email address.

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