

# Terms & Conditions. Get a grip calisthenics .

Junior (under 14 yrs), 14-15 yrs & Young Persons (16 - 22 yrs) memberships will be based on age and, if relevant, will automatically increase from the month following each birthday, moving to the membership category relevant to their age. When a child becomes 18yrs old they will become an adult member and the responsibility for the membership agreement will transfer to them from the parent/guardian.

## CHANGING YOUR DETAILS

It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your postal or email address or telephone number are notified to us. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us

## PAYING YOUR MEMBERSHIP FEE

4.4.1 If you do not pay your membership fee we will contact you to let you know. If you do not pay for your membership we will prevent you from using the gym.

If you want to change your direct debit mandate from one bank to another you can change this by either using your online account, or sending an email to [info@calisthenicsglasgow.co.uk](mailto:info@calisthenicsglasgow.co.uk) by the 20th of the month. Failure to do so will result in the payment being requested from your existing bank account – should there be insufficient funds to cover the payment you may incur bank charges.

1 We reserve the right to increase prices of the membership at any point during the term of the membership. We will give you at least 14 days' notice of any price changes.

4.5.2 We reserve the right to pass on in full any changes in the prevailing rate of Value Added Tax (V.A.T.).

4.5.3 When a standard price increase is made, you are entitled to terminate the remainder of the membership by providing one month's notice to us, within fourteen days of receiving notice of the increase.

## 7. SMOKING

Smoking and the use of vapours is not prohibited in all areas of Get a grip premises.

## 5.8. PERSONAL BELONGINGS

We do not accept liability for loss, theft or damage to any personal belongings.

## GENERAL USE

2.1 Prior to using any facilities at get a grip calisthenics gym you must complete a General Health Questionnaire. If there are some answers that indicate you have a medical condition, we may require a doctor's note.

2.2 You must advise staff of any disability, including but not limited to blindness, deafness, heart condition and epilepsy, prior to using the facilities. This will help us in seeking to avoid accidents, injuries or misadventures to you and others.

2.3 While using the facilities you accept responsibility for your state of health and physical condition. You should not take part in any physical activity that you may not be fit for. If you suffer any unusual symptoms when using the gym facilities, you must immediately stop the activity and tell a member of staff.

2.4 You must not use the facilities if you have an infectious disease or condition.

3.2 For your health and safety you must warm-up before taking part in any classes. If you arrive after the warm-up you may be excluded from participating for safety reasons.

3.3 Drinks may only be taken into the gym in a plastic re-sealable container

4.1. In the interest of safety, no person under the age of 14 years will be admitted to the gym on their own (except during designated, supervised sessions). 14 - 15 year olds may only be admitted to the gym providing their parent or guardian is in the club.

4.2 All equipment has been designed and tested to be safe with the correct use. You must ensure for your own safety that you receive full instructions before using such equipment.

6.3 Cars are parked at the owners own risk. We do not accept liability for any loss or damage to vehicles or personal belongings.

## PHOTOGRAPHY AND VIDEOS

9.1 You must not take photographs or videos of any children under the age of 18.

9.2 You must not take photographs or videos of any other members without their express consent. You must get this consent before photographing or videoing any other member.

9.3 We may ask you to stop taking photographs or videos and delete them as appropriate.

9.4 Subject to the provisions set out above you are permitted to take photographs or videos of yourself for your own personal use only.

## SOCIAL MEDIA

10.1 We operate a safe environment for our staff and guests. As part of that safe environment we ask all guests to use social media in an appropriate manner, having regard to other individual's privacy.

## TERMINATION/SUSPENSION

11.1 We reserve the right to terminate membership for any of the following:

11.1.1 breach of rules and regulations;

11.1.2 serious breach of these General Terms and Conditions of Use;

11.1.3 conduct which, in our reasonable opinion, is damaging to the character or interest of get a grip calisthenics , or is offensive to other members or staff, hazardous to the health and safety of other members or staff or of significant impediment to the enjoyment of other members.

11.2 We retain absolute discretion to reject any application or renewal of membership without giving any reason for doing so.

11.3 Membership of the gym may be suspended by us if there are any irregularities regarding payments. We reserve the right to appoint a third party to recover outstanding membership fees. Access to the gym may at our discretion be denied until these issues have been resolved. If we think it is appropriate, acting reasonably and at its own discretion, the membership will be terminated.

## LIABILITY

12.1 We do not accept liability for any loss or damage to your property that may happen whilst on get a grip premises, unless such loss or damage is caused by our negligence.

12.2 Nothing in these General Terms and Conditions of Use, or the rules and regulations of individual Village gyms, is intended to limit or exclude get a grips liability for death or personal injury caused by its negligence, or any liability for fraud.

12.3 Nothing in these General Terms and Conditions of Use, or the rules and regulations of individual get a grip calisthenics , is intended to limit or exclude any rights that members have as consumers.

12.4 We are not responsible for any harm that you suffer as a consequence of using get a grip calisthenics and their facilities, unless such harm is caused by our negligence.

## DATA PROTECTION

13.1 We agree to comply with all relevant Data Protection Legislation which for the purpose of this Agreement shall mean the UK Data Protection Legislation and any other European Union legislation including the General Data Protection Regulation 2018 relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)

13.2 We hold any information that you provide to us in accordance with our privacy policy on our website.

## Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, Get a grip calisthenics will notify you 14 days in advance of your account being debited or as otherwise agreed. If you request Get a grip to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit, by Get a grip or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Get a grip calisthenics asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## MEMBERSHIP

We offer different types of gym membership:

2.1 Standard open Gym membership

2.2 Plus Membership

2.3 Ultimate Membership

2.4 1-2-1 Package

2.4.1 All memberships are calculated in whole calendar months. This means that if we ask you to give notice of one calendar month, and you give notice in that month, we will treat it as if we received it on the first day of the following month and the notice period will start from that day.

(For example: notice to terminate a flexible membership given on 19th May will be treated as starting on 1 June, and the membership will terminate on 30 June).

4.3 If you want to give us notice, such notice must be given by sending an email to the following email address: [info@calisthenicsglasgow.co.uk](mailto:info@calisthenicsglasgow.co.uk) . It is your responsibility to ensure that all postal addresses and email addresses are correct.

2.4.4 Cancellation of your direct debit instruction is not accepted as a request to terminate your membership.

4.1.1 Subject to clause 4.1.2 we will give you at least 14 days' notice, or less if it is not reasonably practicable to give 30 days' notice, in respect of any change to your membership conditions.

4.1.2 We will give you at least 14 days' notice, of any proposed price increase of your membership.

4.1.3 In the event that a material change or a price increase is made to your membership terms and conditions, you shall be entitled to terminate your membership by providing one full calendar months' notice to us as outlined in 2.4.1, within fourteen days of receiving the notice of the material change or the price increase.

4.2.2 You may only cancel or change your membership to another type during its minimum term if the following exceptional circumstances apply:

(i) You suffer a long-term illness or injury;

(ii) You become pregnant;

(iii) You lose your livelihood or have a change in your principal place of work or home

If any of the above exceptional circumstances apply, we shall be entitled to request reasonable evidence to provide sufficient proof of the exceptional circumstance. The decision as to whether the membership can be cancelled shall remain in our absolute discretion. If we agree to cancel your membership in exceptional circumstances the notice period shall be 1 paid calendar month for all types of memberships.

4.2.5 Joining fees and subscriptions will not be refunded, save in the event of a serious breach of these terms and conditions on our part. We hope that Get a grip calisthenics provides everything you expected. However, if you do change your mind within 10 days of your start date, we will allow you to cancel your membership.

#### 4.3 CHANGING YOUR DETAILS

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responsible for any communications that you do not receive because you did not update your contact details with us.