WELCOME

We are first and foremost a Personal Trainers GYM, opened since 1 November 2015 in Shrewsbury, to make Health and Fitness more accessible and affordable for both instructors and members of the public. Please be advised that you are required to have proof of your membership with you every time when coming to Giocentric Fitness Hub. You will not be granted access to Giocentric Fitness Hub without proof of your membership agreement.

You agree to provide a recent photograph for the purposes of the management of your membership and to comply with the **Giocentric Fitness Hub Gym Etiquette House Rules and Regulations** within this document and displayed online. This extends to opening hours of the facility and your conduct. We may change our Gym Etiquette House Rules and Regulations if this is reasonably necessary.

You are required and expected to abide by the following Giocentric Fitness Hub Gym Etiquette House Rules and Regulations once your access to Giocentric Fitness Hub has been granted. Please be advised that rules are mandatory and not negotiable. These Gym Etiquette House Rules and Regulations exist to safeguard the wellbeing of your fellow gym members, our visitors, staff, personal trainers, and our equipment.

Giocentric Fitness Hub has a robust 24/7 CCTV surveillance system in place to protect and safeguard its staff, gym members, visitors, personal trainers, its property, and content.

The main symptoms of corona virus COVID-19 are a high temperature, a new continuous cough and a loss or change to your sense of smell or taste. Do not visit the gym if you are showing any symptoms of Covid-19, live with anyone showing symptoms or who has the virus.

Giocentric Fitness Hub Gym Etiquette House Rules and Regulations

Giocentric Fitness Hub has strict social distancing measures in place. Please follow the guidelines and signs while on the gym floor. Do not congregate anywhere- that means form groups anywhere, either on the gym floor or inside the building. Keep your distance from staff as well as from your fellow gym members.

Do not stand in / near / around doorways or obstruct the passageways and corridors. Protect yourself and others from COVID-19 by wearing a reusable face covering.

You are expected to wash or sanitise your hands thoroughly on entering the gym, regularly while in the building and when leaving Giocentric Fitness Hub.

Giocentric Fitness Hub currently only accepts card, contactless and online payments. Be advised that we do not take bank notes, cheques, or coins at the reception.

Do not drink directly from the water fountain, this is to fill water bottles only. Failure to comply will automatically result in termination of you contract agreement and future access to Giocentric Fitness Hub.

One of the main routes of corona virus COVID-19 infection is during coughing, sneezing, heavy breathing, and loud conversation (speaking with high volume). Please keep your voice down and wear a reusable face covering.

You are always required to maintain a high standard of personal hygiene.



To protect yourself and others, you must wipe down the equipment and machines immediately after use. This include all free weights, dumbbells, plates, grip handles, mats, and any equipment you have just touched.

You are required to offload all the weights from any machine you have just used back onto their storage racks and sanitise these immediately after use.

You are required to put all free weights, dumbbells, and plates immediately back on their storage racks and sanitise these immediately after use.

It is strictly prohibited to misuse or abuse the equipment. You are expected to use any equipment or machine only for what it is designed for. Do not use any equipment for anything else other than for the exercise it has been designed for. Giocentric Fitness Hub has a zero-tolerance policy on bad practice, misuse, and abuse of its equipment.

Last entry to Giocentric Fitness Hub is 1 hour prior to closing time. Whilst inside, you are required to make your way to the exit not later than 15 minutes before closing time and before the doors are locked.

Use the lockers in the changing rooms to store your bags, valuables, and personal belongings. Do not bring excess items onto the gym floor or into any of the training rooms. You agree that Giocentric Fitness Hub is in no way responsible for the safekeeping of your personal belongings while you are present in the premises. You assume all risk of loss for any of your personal belongings. Unattended items on the gym floor or left behind in the lockers, will be removed, and maybe destroyed. **Our Padlock Lockers require you to bring your own personal padlock**.

Only Giocentric Fitness Hub self-employed licensed personal trainers are permitted to advertise themselves and undertake personal training sessions in the facility. Any form of advertising by a non Giocentric Fitness Hub licensed personal trainer is strictly prohibited.

In accordance with the 2010 equality act, any conduct or speech that might be considered racist, sexist, homophobic, transphobic, ableist, or otherwise discriminatory will not be tolerated. If you experience or witness any form of discrimination or abuse, please advise the management immediately.

Use of inappropriate language is not permitted at any time. Aggressive, bullying, abusive, intimidating, anti-social and threatening behaviours against your fellow gym members, our visitors, personal trainers, and staff will not be tolerated.

Under 18s are strictly prohibited inside the building unless they are on work experience, following an apprenticeship, or taking part in personal training.

It is strictly prohibited to have mobile phone conversations on the gym floor including anywhere else on the first floor of Giocentric Fitness Hub. You are required to switch off your ringtone whilst upstairs inside the building.

You are required to use our sanitary stations and deposit any litter into the bins provided.

You are required to ask for assistance at the reception if there is a problem with the vending machine. Do not use aggressive force to hit the vending machine.

Please report any faulty or malfunctioning equipment immediately to a member of staff.

Please advise the management immediately if you are dissatisfied with any element of the service provided, the hygiene standards or any other concern.

You are required to wear clean footwear on the gym floor:

- Builders work boots are prohibited
- Barefoot training is prohibited
- Training in socks or flipflops are prohibited

It is prohibited to wear clothing that has external metal parts and rigid seaming since this can cause damage to the upholstery on the equipment.

You are required to wear appropriate gym attire on the gym floor:

- Denim and Blue jeans are prohibited
- Bare chest training is prohibited
- Construction and builder's workwear are prohibited

Do not to occupy any equipment longer than necessary, use your time on the equipment efficiently. During busy periods make sure you share the equipment between sets.

Do not use any equipment to accommodate personal belongings, keep them on you.

Do not drop or slam the weights, please lower the weight stacks gently and under control. Carelessly dumping the weights to the ground or on the weight's stack, will automatically result in termination of you contract agreement and future access to Giocentric Fitness Hub.

Chalk is strictly prohibited to use anywhere inside Giocentric Fitness Hub.

Smoking, alcohol consumption, chewing gums, possession or exchange of Class A, B and C Drugs are strictly prohibited anywhere inside Giocentric Fitness Hub. If caught engaging in any type of criminal behaviour whilst on our premises, your membership agreement will be terminated with immediate effect and your actions will be reported to the police.

Do not take food, protein drinks or shakes anywhere onto the gym floor. This means, do not take food, protein drinks or shakes on any of our equipment, including bikes, machines and inside any of our exercise rooms including the gym floor. Respect the equipment, respect the clean environment and be considerate to your fellow gym members and our staff.

Please be respectful of other peoples' privacy when using personal technology in the building. You must get prior permission from all the people who will appear in any photograph you take or video footage you make whilst in Giocentric Fitness Hub. Retrospective consent should also be obtained where images are accidentally captured, and the image/footage deleted where consent is withheld. If you intend to use an image, then you must explain what it will be used for and who might see it and get the persons consent to do so.



Giocentric Fitness Hub reserve the right to terminate a member's contract agreement or ask a visitor(s) to leave the premises if personal technology is inappropriately used. We are aware that filming and photography takes place at the premises from time to time, so if you do not wish your image to be used in any filming or photography by Giocentric Fitness Hub team please inform a member of staff.

The Policy on Breach of Giocentric Fitness Hub Gym Etiquette House Rules & Regulations will be addressed following these three simple steps:

• Reminder:

• You will be provided a gentle verbal reminder and offered a copy of the Gym Etiquette House Rules and Regulations which are available online and prominently displayed in the facility.

Warning:

You will be put on a record and receive an official warning. We will gently remind you of the fact that you have already been made aware of the Gym Etiquette House Rules and Regulations twice before and explain what exactly the consequences will be the next time. You will kindly be offered again a copy of the Gym Etiquette House Rules and Regulations.

Ban:

 You will empathically be reminded that you have been made aware of the Gym Etiquette House Rules and Regulations three times and that your membership contract agreement will now be terminated with immediate effect. You will no longer be granted access to Giocentric Fitness Hub in the future.

Health and Fitness is more paramount than ever as this pandemic has brought to light, so hopefully we can overcome the obstacles and continue working together to help get the nation fitter and healthier. Our dedicated Personal Trainers, Instructors, Sports Massage Therapist, Tattoo Artist, Staff and Employees are here for YOU.

Yours faithfully,

Giovanni Vinck Giocentric Fitness Hub



Non-chain independent Fitness Hub connecting Independent Instructors, Personal Trainers and Therapists for YOU!

MEMBERSHIP TERMS & CONDITIONS

Membership management services provided by Harlands Services Ltd - HELPLINE - 01444 449 166 / c.service@harlandsgroup.co.uk / 2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370

PRINCIPLE TERMS

- 1. This agreement is an agreement between you, us and Harlands Services Ltd ("Harlands"). This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform Harlands or the club of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
- Your membership starts immediately.
- 3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.
- 4. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands.

FEES AND CHARGES

- 5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principle Terms above.
- 6. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.
- 7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our Agreement.
- 8. You agree to advise us promptly of any change to the Members Details provided.
- 9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

AUTOMATIC RENEWAL

- 10. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
- 11. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
- 12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

CANCELLATION

- 13. **Relocation:** This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
- 14. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
- 15. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
- 16. **Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club.
- 17. **Breach:** This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

FREEZING

- 18. **Temporary Illness or Injury**: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.
 - Please note ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club. Please note A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

GENERAL TERMS

- 19. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
- 20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
- 21. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
- 22. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
- 23. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply
- 24. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

<u>Initial 14 days cancellation form</u> (For use to cancel this agreement within the first 14 days from sign up without giving a reason)

To: Harlands Services Ltd 2nd Floor Rockwood House 9-17 Perrymount Road Haywards Heath RH16 3TW

Tel: 01444 449 166

Email: c.service@harlandsgroup.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] agreement for the supply of the service administered by Harlands Services Ltd.
Reference number (Can be found on email confirmation): W
Signup date:
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only if this form is notified on paper):
Date:
[*] Delete as appropriate