

THESE TERMS

What these terms cover. These are the terms and conditions on which we supply gym, tuition, classes and related services (“**services**”) to your child or another student, including yourself, that you may enrol in the gym, tuition and/or classes (“**you**” or “**Student(s)**” or “**Member(s)**”).

Why you should read them. Please read these terms carefully before you submit your signed Member Agreement / contract to us (“**contract**”). These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are My Gym Crouch End Limited, a trading name of M K Crouch End Limited, a company registered in England and Wales with company number 10245235 and our address (being our address for all contact purposes) is 30 Radford Way, Billericay, Essex, CM12 0DA (“**My Gym**”, “**we**”, or “**us**”).

How to contact us. You can contact us by telephoning us on 020 8127 6545, or emailing crouchend@gmail.com.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

OUR CONTRACT WITH YOU

How we will accept your member application. Our acceptance of your member application will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us.

If we cannot accept your order. If we are unable to accept your member application, we will inform you of this in writing and will not charge you for the services. This might be, but is not limited to, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the services.

YOUR RIGHTS TO MAKE CHANGES

If you wish to request a change to the services please contact us. We will let you know if the change is possible. Given the services are gym, tuition, classes and related services, often, changes are not possible. If a change is possible we will let you know

about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm you wish to go ahead with the change.

OUR RIGHTS TO MAKE CHANGES

Minor changes to the services. We may change the services: to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

More significant changes to the services and these terms. In addition, we may make significant changes to the services, but if we do so we will notify you and you may then contact us to end your Member Agreement and receive a full refund before the changes take effect:

PROVIDING THE SERVICES

When we will provide the services. We will supply the services to you in the manner and at the times and schedules set out by MY GYM and notified to you, from time to time with it being confirmed that each of the Services has a set class time per week with your being booked in to each specific class at which the Services are provided, in advance. Alternative bookings for alternative classes at which the Services are provided, are subject to our discretion only and depend purely on availability.

We are not responsible for delays outside our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

What will happen if you do not provide required information to us. We will need certain information from you so that we can provide the services to you, such information to be provided at the time of you submitting your Member Agreement, for example, health issues, allergies or any other related issues as well as payment details and personal information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

Reasons we may suspend the services. We may have to suspend the services to: deal with technical

problems or make minor technical changes; or update the services to reflect changes in relevant laws and regulatory requirements.

Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services you will be entitled to a make up on the same terms as set out above, with there being no adjustment to the price of the services in any respect. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 6 weeks and we will refund any sums you have paid in advance for services not provided to you.

We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

You must at all times, comply with all of our policies and procedures applicable to the services you are to receive, including but not limited to the cancellation form, freeze agreement all other policies and procedures, copies of which are available to you upon written request in writing to My Gym at the address set out above.

YOUR RIGHTS TO END THE CONTRACT

You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below as well as a minimum £10 admin fee applied for all work conducted by us in processing such request(s). Should you terminate or cancel before the services have been provided, a full refund will be offered, with the remaining provisions of this agreement applying should you look to terminate or cancel at any point after the services have commenced.

What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have

not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have requested pursuant to your Member Agreement and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than six (6) weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

OUR RIGHTS TO END THE CONTRACT

We may end the contract if you break it. We may end the contract at any time by writing to you if: you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, or, you are in breach of any of the remaining terms of your Member Agreement.

You must compensate us if you break the contract. If we end the contract in the situations set out above we may deduct or charge you 4-weeks-worth of classes to ensure the full 4 weeks' notice entitlement as provided by you, as well as reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may stop providing the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 8 weeks in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

IF THERE IS A PROBLEM WITH THE SERVICES

How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by using the contact details stated above. Alternatively, please speak to one of our staff.

Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- (a) you can ask us to repeat a service if it's not carried out with reasonable care and skill, or get some money back if we can't.
- (b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- (c) if you haven't agreed a time beforehand, it must be carried out within a reasonable time

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. Subject to the remaining provisions of these terms, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable as well as not being liable for any loss or damage to your goods or personal items or effects. Loss or damage is foreseeable if it is obvious that it will happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence only (not including accidental or other personal injury suffered) or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

We are not liable for business or other losses. We only supply the Services for receipt at our gym location(s). If you then re-create or use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will use the personal information you provide to us to: provide the services; process your payment for such services; and if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us. **We will only give your personal information to third parties where the law either requires or allows us to do so.**

OTHER IMPORTANT TERMS

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. You will not be permitted to transfer your rights and obligations under this agreement to anyone else.

Nobody else has any rights under this contract (except someone you pass your guarantee on

to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Data Protection and GDPR. The following definitions apply in this section: **“Data Protection Legislation”**; the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy. **“GDPR”**; General Data Protection Regulation ((EU) 2016/679). **“UK Data Protection Legislation”**; any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to My Gym) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Member is the data controller and My Gym is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The final section to this agreement sets out the scope, nature and purpose of processing by Mr Gym, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject. Without prejudice to the generality of this clause, the Member will ensure that it has all necessary appropriate consents and

notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to My Gym for the duration and purposes of the contract.

Without prejudice to the generality of this clause, My Gym shall, in relation to any Personal Data processed in connection with the performance by My Gym of its obligations under the contract:

- (d) process that Personal Data only on the written instructions of the Member unless My Gym is required by Applicable Laws to otherwise process that Personal Data. Where My Gym is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, My Gym shall promptly notify the Member of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit My Gym from so notifying;
- (e) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Member, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (f) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (g) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Member has been obtained and the following conditions are fulfilled:
 - (i) the Member or My Gym has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) My Gym complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (iv) My Gym complies with reasonable instructions notified to it in advance by the Member with respect to the processing of the Personal Data;

assist the Member, at the Member's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (i) notify the Member without undue delay on becoming aware of a Personal Data breach;
- (j) at the written direction of the Member, delete or return Personal Data and copies thereof to the Member on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (k) maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Member consents to My Gym appointing any third-party processor of Personal Data under the contract that it so wishes during the existence of the contract. My Gym confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Member and My Gym, My Gym shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause. Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms (which shall apply when replaced by attachment to the contract).

Schedule 1 Processing, Personal Data & Data Subjects

1. Processing by the Provider

1.1 Scope: parent (and additional carers) name, number, email, address, child's name, child allergies/special needs/important information, booking information, booking history, accident/incident records, payment details, payment history, correspondence

1.2 Nature: (in order for My Gym to answer enquiries, book children into classes & events, allow kids into gym, know how many kids expected each day and related items)

1.3 Purpose of processing: Health & Safety, My Gym's insurance policy, in order to plan and provide the Services in full;

1.4 Duration of the processing: 10 years, unless customers specifically requested to delete their information

2. Types of personal data: parent (and additional carers) name, number, email, address, child's name, child allergies/special needs/important information, booking information, booking history, accident/incident records, payment details, payment history, correspondence

3. Categories of data subject: all customers of My Gym, including but not limited to, parents, children, instructors, teachers.