

## **HITIO GYM TERMS AND CONDITIONS**

### **1 HITIO GYM**

1.1 Hitio Gym is a franchise company limited by guarantee.

1.2 Hitio International AS is registered in Hasleveien 15E, 0571 Oslo, Norway

### **2 GYM FACILITIES**

2.1 Hitio Gym Franchise owns, manages and/or operates a number of gym facilities ('Gym Facilities').

2.2 The number of Gym Facilities and range of activities at each Gym Facility varies and may change from time to time during a membership period.

2.3 Hitio Gym shall take reasonable steps to notify all users of the Gym Facilities in advance of any such changes as provided for in these Terms and Conditions.

## **2 APPLICATION OF TERMS AND CONDITIONS**

3.1 These terms and conditions ('Terms and Conditions') shall apply to all members of Hitio Gym Facilities.

### **4 ACCEPTANCE OF MEMBERSHIP**

4.1 Persons wishing to become members of all or any of the gym facilities shall complete the membership sign up process at the gym or online through the website. By ticking the 'agree to Terms and Conditions' box on the screen during the sign up process the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.

4.2 The decision to accept the application of a potential member shall be at the sole discretion of Hitio Gym. Hitio Gym reserves the right to reject any application for membership without giving any reason for so doing.

4.3 If you have signed up online choosing a discounted membership or discount code (for example – Student) you must email proof or bring valid identification (for example – NUS card) to the gym, on your first visit for verification purposes. Failure to do so will result in the gym having the right to change your membership category.

4.4 Any fraudulent or wrongful information given in order to obtain such membership could result in cancellation of membership and all membership rights, and the repayment of all monies due to Hitio Gym.

4.5 If the membership application is accepted by Hitio Gym, all the rights and privileges exercisable for the type of membership chosen, shall commence upon the receipt of the appropriate membership fee.

4.4 If a membership card shall be issued by Hitio Gym to all members. The membership card shall remain the property of Hitio Gym. Membership cards must only be used by the registered member and be shown on entry to a Gym Facility. Hitio Gym reserves the right to cancel forthwith no refund of membership if it is found that a member has used their membership card fraudulently. Hitio Gym may charge for replacement cards where membership cards have been lost or damaged.

4.5 The acceptance by Hitio Gym of an application for membership of the Gym Facilities shall constitute a legally binding agreement between the member and Hitio Gym. The member hereby agrees also to be bound by these Terms and Conditions and by any rules, bylaws and regulations of all or any of our Gym Facilities which are in force at the time and as notified to the member by Hitio Gym.

## **5 CANCELLATION OF MEMBERSHIP**

5.1 A member has the right to end this agreement within fourteen (14) days notice of the date of the membership application by submitting a written request to their home gym facility. The member shall be entitled to a refund of the membership fee paid, less a pro rata sum for the number of days prior to cancellation.

### **Monthly rolling memberships**

5.2 After the initial 14 day term (5.1) The member has the right to cancel this agreement, and will be required to give one full calendar months' notice to cancel the agreement (Membership). To cancel a membership the member must do so by submitting a written request to their home gym facility. The member will receive confirmation of the cancellation once the cancellation request has been received and processed. Should the member not receive this confirmation the member has a responsibility to follow this up by contacting their home club to ensure the club is in receipt of the cancellation request. The cancellation will take effect from the next scheduled payment date. Any payment due during that period will be the last and the membership will continue for the period that has paid for. E.g. if a membership payment usually comes out on the 1st of the month; a written notice is given on 25th July; payment will be taken on 1<sup>st</sup> August and will be the last payment due and member has access to the gym up until 31st August.

### **Membership with a 6 or 12 month commitment period**

5.3 After the initial 14 day term (5.1) a member can only cancel their membership outside of the commitment period. A minimum of one full calendar months' notice is required by submitting a written request to their home gym facility in order to cancel even if this is outside of the commitment period. E.g. if a commitment period of a membership ends on the 31<sup>st</sup> of December a member must give notice of cancellation by the 30<sup>th</sup> of November for the membership to be cancelled at this end period.

5.3.1 If the membership is not cancelled by the end of the commitment period, the membership will continue on a monthly rolling basis and the same notice period applies in 5.2.

5.4 A member may cancel their membership within the membership commitment period for the reasons set out in – 5.4.1 to 5.4.3 only. We will require proof in order to process any cancellation under these circumstances.

5.4.1 Medical: A member may terminate this agreement by giving 1 calendar month's written notice if the member is unable to use the Club through serious illness or injury that is likely to preclude the member from using the Club for a period of least 6 calendar months. We reserve the right to require reasonable evidence of illness or injury - e.g. doctor's certificate before we accept notice of termination in these circumstances.

5.4.2 Relocation: if a member moves outside of a 3 miles radius of the location of the Club within the Commitment Period and deem that it is not practical to attend the Club. The member shall be entitled to terminate this agreement by giving 1 calendar month's written notice which shall expire at the end of the immediately following calendar month. Proof of new address such as utility or council tax bill to be provided at the same time as the written notice of termination.

5.4.3 Redundancy: In the event a member is made redundant from their main employment the member shall be entitled to terminate this agreement by giving 1 calendar month's written notice and shall provide a redundancy letter to the club manager who will evaluate the cancellation request. The membership will terminate 1 calendar month following the acceptance of cancellation.

5.5 If Hitio Gym is unable to collect the direct debit fee on the due date the membership shall be 'frozen' and no access shall be allowed until the due fees are paid.

5.4 Stopping paying your fees is not the same as giving notice. If you stop paying, but do not give us notice, you are still obligated to pay the fees.

## **6 MEMBERSHIP CATEGORIES**

6.1 All categories of membership shall be subject to these Terms and Conditions and to the rules, bylaws and regulations of all or any of all or any of the Gym Facilities which are in force at the time as notified to the member by Hitio Gym.

6.2 Member's selecting the annual / half yearly (6month) prepaid membership option shall agree to be a member until the end of the specified membership term. Annual members have a fourteen (14) day money back guarantee. If the membership is cancelled within this time period, the Company shall refund in full the appropriate membership fee. After this initial period annual / 6month prepaid memberships are non-refundable.

6.2.1 Members with prepaid memberships will be able to suspend them, as in condition set out in 8.1 and 8.5 stating that a member can be proportionally refunded the prepaid membership to due ill health, incapacitating them from further use of the gym.

## **LINKED MEMBERS**

Linked membership comes in 3 forms

1. Family memberships whereby one membership covers more than one person
2. When a [Adult] member purchases a second membership for a child
3. When a parent that is not a member buys a membership for a child

6.3 All members must keep to the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

6.4 Linked memberships can only be processed through one bank account and therefore only one direct debit/card payment can be set up.

6.5 Should the master linked paying member cancel their membership a new linked master payee will be required to continue payment. Failure to set up a new master payee will result in the termination of all linked memberships

6.7 Membership freezing will be applied to all linked members upon the master linked paying member freezing their membership

6.7 Two (2) or more Linked members can be on different types of membership and can upgrade or downgrade each membership at any time with one month's notice subject to the minimum terms stated in 5.1 and 6.2

6.8 The 'Family membership' category entitles a maximum of 2 adults and unlimited Children aged 5-15. All linked members in a family membership must live within one household. Failure to comply with this will result in the gym having the right to change the membership category of all linked members by default to a martial arts membership.

## **AGE OF USE**

6.7 Use of classes are from 5 years old. A member aged between 5-15 years can only use the facility for classes under qualified instruction. It is the responsibility of the child's parent/guardian to drop off and collect their child before and after classes from the Studio within the Gym. Use of the gym is not allowed under 15 years.

6.8 Use of the gym is from ages 16 years and above.

6.9 All membership agreements and financial membership payments obtained under the age of Eighteen (18) years must be signed by a parent/guardian Eighteen (18) years or above. Also signed by parent or guardian whom holds the valid Direct Debit or Card Collection.

6.10 Members under the age of Sixteen (16) years are not permitted to use the gym and therefore can only use classes under instruction of a qualified Hitio Gym staff member.

### **RECIPROCAL SITE ACCESS**

6.11 Reciprocal use of any Hitio Gym is available provided they are in the same or lower pricing bracket

6.12 Reciprocal use of sites in a higher pricing category will either need to be pay an entrance fee of the monthly difference each time visiting or upgrade/transfer to the higher rate of the site using.

6.13 Reciprocal use it's not available to members with a 'family membership'

### **7 INITIAL FEE AND MONTHLY MEMBERSHIP CHARGES**

7.1 All members shall pay all membership fees irrespective of actual usage of the Gym facilities. For the avoidance of doubt, membership fees shall not be refunded if a member chooses not to use all or any of our facilities.

7.2 If a member joins before the 25th of the month, the member shall pay a proportion pro-rata of the first month's fee 'upon signing' with the direct debit/credit card fee commencing on the first day of the following month. If a member joins after the 25th of the month, the member shall pay a proportional fee of the remaining month plus the entire following month (i.e. up to 5 weeks). The direct debit/credit card fee shall commence on the first day of the subsequent month.

7.3 All monthly payments shall be paid by direct debit or credit/debit card collection.

7.4 Membership prices are reviewed from time to time. Hitio Gym shall notify members of any such changes at least 30 days in advance.

7.5 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

### **PRESALE**

7.6 When purchasing a membership during the pre-sale period (i.e. before the gym is open) the only fee to be instantly debited is the joining fee, the first membership fee will be debited on or after the open day.

7.7 When joining up during the presale period, the membership start date and therefor first membership payment is subject to change.

7.8 Unless otherwise stated, pre-sale membership introductory offers (where applicable) will be valid for 3 months from the club opening date. After 3 monthly payments the pre-sale introductory prices will automatically increase to the current relevant membership fee. The first month's payment that is inclusive of the '3 month' offer period could be prorata i.e. not a full calendar month

## **8 SUSPENSION OF MEMBERSHIP (FREEZING)**

8.1 The member has the right to temporarily suspend their membership after the receipt of one full month's payment. Subject to 5.1 and 6.2

8.2 Members are permitted to place their membership on freeze free of charge. To freeze a membership the member must do so via the online client portal ('Member login') on the website: <https://hitio-uk.perfectgym.com/ClientPortal2/> once logged the member will click: contract details>select contract>select Freeze contract. Upon completion, the member will receive an email notification to confirm membership suspension the receipt of this email will confirm 'membership freeze', should the email not be received the member has a responsibility to follow this up by contacting their home club.

8.3 All freezes must be full calendar months e.g. 1<sup>st</sup> to 31<sup>st</sup> March a freeze cannot start part way through a month. A freeze requests must be completed no later than the last day of the month to ensure a full calendar month notice of the month prior to the month suspension starts e.g. notice to be given no later than 31<sup>st</sup> March to freeze the month of May. We cannot freeze it from an earlier date and will not refund any monthly fees paid before a membership was frozen

8.4 The minimum length of a freeze is 1 month, and maximum length is 3 months. 3 months is the maximum amount of time a membership can be suspended in a year. At the end of the freeze period the membership will automatically be 'unfrozen' and the direct debit/credit card payments will resume.

8.4 If for medical reasons the member requires longer than 3 months, this can be 'considered' with appropriate and relevant medical evidence. The maximum freeze period under these circumstances would be 6 months.

8.5 Membership payments must be up to date in order to process a freeze.

8.6 If membership prices increase during the period when a membership is frozen, new prices will apply when membership resumes.

8.7 If a member is in a membership with a 6 or 12 month commitment period, we will extend a membership period (commitment end date) by the number of full calendar months a membership has been frozen for.

## **9 EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY HITIO GYM**

9.1 Hitio Gym may expel members or may terminate the membership of any member without notice and with immediate effect if:

9.1.1 the member conduct, whether or not such conduct is the subject of complaint by another member or group of members, is such that in the reasonable opinion of Hitio Gym, it may be injurious to the character, name or interests of the Hitio Gym and/or all or any of the Gym Facilities or is such that it renders the member unfit to associate with other members of all or any of the Gym Facilities;

9.1.2 if the members have committed any breach of these Terms and Conditions or the rules, bylaws and regulation of all or any of the Gym Facilities as in force from time to time; or

9.1.3 by notice in writing if any part of the annual, or monthly membership charge which is due and payable remain unpaid five (5) days after the due date for payment.

9.2 A member, whose membership is terminated by Hitio Gym, shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual membership fee on termination of their membership card.

## **10 CHANGES TO MEMBERSHIP CATEGORIES**

10.1 Hitio Gym shall give not less than 30 days' notice if Hitio Gym shall discontinue any of its membership categories and/ or schemes.

## **11 CHANGES TO GYM FACILITIES**

11.1 Members are required to pay for all activities outside of their membership category and must have a valid ticket membership for use.

11.2 Hitio Gym reserves the right to make reasonable alterations to the range of activities provided at each Gym Facility without notice and Hitio Gym shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance and improvements.

## **12 CHANGES TO OPENING HOURS**

12.1 The Gym Facilities normal opening hours are available at the reception and/or door and are available on the website. Such hours may be extended or reduced at the absolute discretion of Hitio Gym with or without any prior notice being given to members. We shall take all reasonable steps to give members reasonable notice of change to such hours.

12.2 On occasions when necessary maintenance is required, the Gym Facilities may be closed, for which members shall be given at least fourteen (14) days' notice of any such closure.

12.3 On occasions when emergency repairs or maintenance is required, the Gym Facilities may be closed with immediate effect, without notice.

12.4 Membership refunds will not be made in the event of any ad-hoc closures due to maintenance issues.

### **13 ASSIGNMENT CLAUSES**

13.1 Hitio Gym may assign the benefit of these terms and conditions of membership to a third party on a similar terms and conditions without notice being served upon the to that effect.

### **14 PHYSICAL HEALTH OF MEMBER**

14.1 The member warrants and represents that they are in good health and are not knowingly incapable of engaging in either active or passive physical exercise. The member further warrants that such exercise would not be detrimental in any way to their mental or physical health, comfort, condition and/or wellbeing.

14.2 If a member knows or is concerned that they have a medical condition which might interfere with exercising safely, before participating in one of our services or activities the member should obtain advice from a relevant medical professional and follow that advice. The member should always exercise within their own comfort level and amend intensity or take more recovery where necessary.

14.3 The member should make their self aware of any rules and instructions, including warning notices. Exercise carries its own risks. Members should not carry out any activities which have been advised are not suitable.

14.4 Members must ensure that they are competent prior to using health and fitness and other equipment at any of the Gym Facilities including any new health and fitness and other equipment introduced during the membership period. At the point of joining, the member shall request to complete an induction to ensure competency using health and fitness and other equipment at any of the Gym Facilities. There shall be an opportunity for the member to waive their right to complete this induction and accept personal responsibility for the competency and health condition. Hitio Gym staffs are available upon request to familiarise members before use of any new health and fitness or other equipment at all or any of the Gym Centres which may be introduced during the membership period.

14.5 Members that are new to a certain class or activity, should join the class at least 10 minutes prior to the start time to seek out additional advice prior to commencing the activity.

### **15 LIMITATIONS OF LIABILITY**

15.1 The member acknowledges that Hitio Gym's obligations and liabilities in respect of the Gym Facilities are exhaustively defined in these Terms and Conditions.

15.2 The member is entirely responsible for the consequences of any use of all or any of the Gym Facilities and associated equipment. Hitio Gym shall not be liable for any direct, indirect or consequential loss damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.



15.3 Hitio Gym accepts liability to the extent that it results from the negligence of Hitio Gym and/or its employees for death or personal injury of any members without limit.

## **16 PRIVACY AND DATA PROTECTION POLICY OF HITIO GYM.**

### **PERSONAL DATA**

16.1 Customer's clients' personal data will be processed by the Parties in accordance with the terms and provisions of the personal data processing addendum included in Schedule 1 (Personal data processing addendum) to these Terms, which form an integral part of these Terms and the Service Provider agrees to such process such data

16.2 Wherever the Service Provider shall not be considered as an individual controller of a Customer's, Customer's employees or Customer's clients' personal data the Parties will enter into a separate data processing agreement.

16.3 For the avoidance of doubt, by accepting these Terms and signing the Agreement, the Customer accepts the terms and conditions pursuant to which all personal data of the Customer, its employees and clients will be processed by the Service Provider.

16.4 Data Protection Officer. HITIO Gym International AS has its own privacy representative to ensure safe and good processing of personal data. You can, at any time, contact us at [dataprotectionofficer@hitiogym.com](mailto:dataprotectionofficer@hitiogym.com) and request access to the personal information we have about you. Members have the right to receive this information, without compensation, in accordance with the requirements of the legislation.

16.5 Privacy policy agreement can be downloaded from our website:  
<https://www.hitiogym.com/privacy-policy/>

## **17 GOVERNING LAW AND JURISDICTION OF THE COURTS**

17.1 This agreement shall be governed by and construed with English Law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts

## **18 PRINCIPLE TERMS**

18.1 This agreement is an agreement between you, the Home Gym.

18.2 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 Credit Card or Direct Debit instruction.

## **19 FEES**

The Gym will set the level of fees and reserves the right to change the level of fees from time to time. The following fees prevail:

19.1 Membership fee; the level of membership fees shall be determined according to the type and category of membership.

19.2 Other Fees; all other fees and prices for the sale of goods at the Gym and any other services will be set by the Gym from time to time.

19.3 Unless otherwise stated, the Gym takes no responsibility for advance payments made to freelance Personal Trainers; In this instance, it is your responsibility to enter into an agreement with the freelance Personal Trainers.

19.4 We reserve the right to refer any missed payments to a debt collection agency. We, or our agents, may charge an admin fee for missed payments and/or communication sent to you in respect of unpaid amounts.

19.5 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.

19.6 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to an administration charge to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be the responsibility of the member and will be legally recoverable from the member.

19.7 All Gym membership fees and other fees are reviewed periodically. For any changes to the monthly fee we will give you at least 30 days' notice.

19.8 We may charge a reasonable fee for any of the following: replacing lost membership cards/fobs, changing and/or updating membership category and transferring memberships.

## **20 MEMBERSHIP ACCESS**

20.1 Membership Access, in the form of card, will be issued to all members upon joining the Gym and is used to gain entry to the Gym. Membership Access is not transferable. Any members allowing their access to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Gym to terminate membership without notice in accordance with Clause 8 above and without return of any prepaid membership charges.

20.2 If membership access is lost via the membership card, it should be reported to the Gym and the Gym reserves the right to charge an administration fee for the provision of a replacement.

## **21 GYM RULES**

21.1 The Gym may amend the Gym Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Gym. Permanent changes to the Gym Rules will only be made after at least 30 days' notice to members, except in the case of emergency.

## **22 HEALTH & SAFETY**

22.1 Members must read all Health and Safety notices displayed in the Gym and comply with their recommendations.

22.2 The Gym has a zero tolerance policy on the use, sale or purchase of illegal drugs or non-prescription steroids on the premises and reserves the right to eject, terminate and ban any member or guest contravening this.

## **23. SALE OF GYM**

23.1 In the event of the sale or disposal of the Gym to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Gym and continue to pay your membership fees provided no changes to these terms or the Gym rules having a material adverse effect on your use of the Gym are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

## **24 REFUNDS POLICY**

24.1 For any refunds please contact your Home Gym directly.

## **25 CHANGES & AMENDMENTS**

25.1 We may amend the terms and conditions of this membership at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL These amended terms and conditions shall be binding upon you.