

BLUE FITNESS GYMS

TERMS & CONDITIONS

1. Definitions:

1.1 The Club: Blue Fitness Gyms (hereafter referred to as BFG)

1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you on joining and further copies will be made available on request.

2.Membership:

2.1 By signing the Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules. The club rules are displayed on reception

2.2 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.

3. Duration:

When you join the Club you are agreeing to remain a member for the Commitment Period. On paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

4. Fees:

The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during the Commitment Period.

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

4.2 Joining fee; A joining fee, if applicable, is payable as specified in your application form. Your joining fee goes toward the set up cost of your membership.

4.3 Guest user fee; A fee will be set by the Club from time to time in respect of guests of members who wish to visit the Club and use the facilities.

4.4 Other Fees; All other fees depending on Club services/products will be set by the club from time to time.

5. Suspension or Freeze of Membership:

A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months. 30 days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate. Notice to terminate membership cannot run concurrently with a suspension period.

6. Termination:

6.1 Termination by the Club

We may terminate this agreement in the following circumstances:

- (a) if you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
- (b) The club's rules are broken at any time. The club rules are presented on reception and you agree to abide by them by signing this agreement
- (c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

6.2 Termination by you

You may terminate this agreement in the following circumstances:

- (a) You may terminate this agreement on 1 calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury – e.g. doctor's certificate).
- (b) You may also terminate this agreement if:
 1. We permanently significantly reduce the facilities or opening hours of the Club;
 2. We change the location of the Club; or
 3. We close the Club for refurbishment for a period of more than 30 days at a time.

(c) In the event of Club closure due to extraordinary circumstances, normal cancellation policy applies as per point 6.2(b)

7. Member Entry:

7.1 Each member will be issued with a QR/Bar code upon joining the Club and this will be used to gain entry to the club. The QR/Bar code will be scanned through BFG fitness app which is downloadable using a smartphone. Any Member that does not have access to a smartphone will have their details written into a diary. You must present yourself at reception before entry so your membership status can be checked. Do not enter the club without being authorised to enter.

8. Club Rules:

8.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club.

8.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

9. Restriction of Liability:

9.1 Subject to paragraphs 9.2 and 9.3, the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.

9.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

9.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:

(a) Your own fault;

(b) A third party unconnected with our provision of services under this

agreement; or

(c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

10. Health & Safety:

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

11. Sale of Club:

In the event of the sale or disposal of the Club 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 Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

12. Notices:

Notices from you to the Club must be in writing or e-mail to andy@bluefitnessgyms.com and addressed to the general manager at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be e-mailed to you at your e-mail address in the membership records (or, where these terms permit, displayed on notice boards at the Club). It is the Members responsibility of the member to inform the Club of changes in their address, email address and contact details.

13. Infectious Diseases:

a. COVID-19 WARNING. The Gym facilities may present a risk of exposure to the COVID-19 virus, a virus that can cause serious illness and death. To reduce your risk of infection, practice frequent hand washing, social distancing, and other measures recommended by the Spanish Government website.

b. **WAIVER OF CLAIMS.** You waive the right to any claim against BFG related to or arising from the acquisition of or exposure to any infectious disease.

c. **LIMITATION OF LIABILITY.** Neither BFG, nor any of its employees or agents shall be liable for any claims of loss, expense, or damage to you relating to the acquisition of or exposure to any infectious disease.

d. **NO WARRANTY.** BFG MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.

14. Miscellaneous

a. There may be occasions where we have to close all, or part of, the Gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. Where possible we will try to ensure that any such closures will be in off peak hours & are kept to a minimum. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.

b. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.

c. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your circumstances change.

d. We can make reasonable changes to these Terms & Conditions at any time (see website for latest version). Additional Terms & Conditions might be agreed on specific membership types. Such Terms will be shown in conjunction with any offer or agreement and may supersede these Terms which will be agreed in writing. These terms were last updated 12/11/2021.