

QUAY FITNESS LIMITED TERMS AND CONDITIONS

Please carefully read these Terms and Conditions of membership before you return your completed Membership Application Form as they are legal and binding. If you require guidance on any aspect of the Terms and Conditions and/or any aspects of membership, please do not hesitate to contact us.

NAME: The name of the gym is Quay Fitness Ltd.

OBJECTIVE: The objective of the gym is to provide and make available to members only health and recreation facilities and to promote and encourage physical fitness and well-being.

MEMBERSHIP: When an application for membership is accepted and relevant subscription fees have been paid, the individual will become a Member and will be deemed to have agreed to be bound by the Quay Fitness Ltd Terms and Conditions. Absolute discretion is granted to the Management to reject any application for Membership without providing a reason for doing so and any subscription monies received will be returned. Management in its absolute discretion and without ascribing any reasons may terminate the Membership of any Member, in the event of which a refund of any fees shall be at the single judgement of Quay Fitness Ltd. In the event of a serious breach of the Terms and Conditions no refund will be made. Management may refuse to renew the Membership of any Member without giving any reasons. Membership is non-transferable and non-refundable. All requests for membership should be made by completing a membership application form and returning to the Manager. The Subscription Rate for all types of membership is determined by Quay Fitness Ltd and will be subject to regular review. Any discounts given will cease once a membership has expired or has been cancelled and standard rates will apply thereafter. Discounts are subject to regular review. There will be no refunds for non-usage of the Club's facilities. Memberships paid by Standing Order will be deemed cancelled if 2 monthly payments are missed. It is the responsibility of the member to ensure membership fees are paid in full and on time. If a membership paid by Standing Order has been cancelled it is the responsibility of the member to cancel their standing order payments following the one month notice period; any payments sent after this date will not be refunded.

INDUCTION: Members will be required to undertake a full Gym Induction before they can use the facilities or waive such right to an induction on the Membership Application Form, outlined below.

INDUCTION WAIVER DECLARATION: All new members are entitled to receive a free gym induction which will show you how to safely use all machines. However, should you feel you do not need this service, please tick the gym induction waiver declaration on the Membership Application Form: I understand that exercise can be physically demanding and if performed incorrectly can cause serious harm. I have opted to not attend the gym induction offered to me and assume all liability for any possible injury caused by the exercises I choose to perform. I acknowledge that I am physically fit and free from any illnesses that may be aggravated by performing exercise. I am a regular user of gyms and I am familiar with most gym equipment. I will not use any equipment that I am unfamiliar with or perform any exercises that I am unsure of. I am aware that I can ask Trainers in the future for assistance with how to use any of the equipment.

SUBSCRIPTIONS: The Member shall pay the monthly, 6 monthly, annual or other fees upfront. The Member shall where applicable pay the required monthly subscription by Standing Order. All membership subscriptions are payable in advance. Where a member changes their membership type or payment or their membership is renewed at renewal point, they may be asked to complete a new Application Form or their original signed Application remains in force. Quay Fitness Ltd shall determine the membership charges for use of the facilities; these may vary at the discretion of management.

MEMBERSHIP FREEZING: Membership can be frozen when ill, injured or pregnant. One month's notice must be given in writing and freezing of a Membership may be for a minimum of 1 month or a maximum of 6 months. There is a one off fee for freezing of £10 per membership, payable at the time of application for freezing. Memberships may only be frozen once in any 12 month period.

CANCELLATION NOTICE: One calendar months' notice is required to cancel membership; by definition one calendar months' notice is a full month following the next payment date of any standing order due. Fully paid members will not receive any refund if they choose to cancel their membership early. There will be no refunds for non-usage of the Club's facilities. If a membership paid by Standing Order has been cancelled it is the responsibility of the member to cancel their standing order payments following the one month notice period; any payments sent after this date will not be refunded. Quay Fitness Ltd may vary the cancellation notice rules at its discretion.

PRIVACY NOTICE: Please make yourself aware of the Quay Fitness Privacy Policy, available from www.quayfitnessiom.com or Reception. Quay Fitness will only collect data relevant to membership subscriptions and will use the data you provide for membership administration purposes. The collected data will be stored for the duration of your membership and for 2 years after the expiry of your membership. We will not share the data you provide with any third parties without prior consent. We will keep your data safe and you can change any preferences for how we contact you at any time by emailing info@quayfitnessiom.com.

ACCESS: Access to the gym will be through the side entrance, using your gym access card/fob. Access cards/fobs will only work during our normal opening hours. Gym access cards/fobs are issued to members strictly for their own, personal use; the cards/fobs must not under any circumstances be shared with other persons. Members must not let other persons in through the side entrance; only persons with their own individual access cards/fobs can use this entrance and all persons must sign themselves in using their access card/fob. Exit the gym using the front door, ensuring it fully shuts behind you when you leave. Misuse of the gym access cards/fobs will be considered a serious breach of conduct and action will be taken by management. Lost access cards/fobs must be reported immediately. There will be a £5 fee for replacement cards/fobs. Access cards/fobs should be presented at renewal of a membership whereby they can be extended. Access cards/fobs must be returned upon expiry of a gym membership. Access cards/fobs will not be issued for day or week memberships. Access cards/fobs remain the property of Quay Fitness Ltd. It is members' responsibility to ensure their access card/fob is working and to immediately report any faults; no refund of fees will be given for faulty access cards/fobs.

CCTV: CCTV is in use throughout Quay Fitness and is regularly monitored.

ADMISSION AND CONDUCT: The Management reserve the right of admission to Quay Fitness Ltd and may expel any Member or persons whose conduct is not in line with gym expectations and/or may be deemed to be harmful to the positive reputation of Quay Fitness Ltd or to the interests of its Member. If attending a class, members should state which class they will be participating in. Anyone arriving late for a class may not be able to participate and will not be refunded any monies paid.

LIABILITY: The Management take all reasonable steps to regulate the operation of Quay Fitness but is unable, without unduly restricting the enjoyment by the members, to control and supervise all aspects of its use. Members use the facilities of Quay Fitness Ltd entirely at their own risk and Quay Fitness Ltd and its owners do not accept liability for any person's accident, injury or misadventure. Quay Fitness Ltd and its owners do

not accept responsibility for any loss or damage to the property of a Member, or any persons, on its premises, however caused. Members understand that there will not always be a member of staff on site at the gym during operating hours, but that they may call a member of staff in to the gym if needed.

CHILDREN: The minimum age for Membership at Quay Fitness is 16 years old. 16 and 17 year olds should gain parental consent to use the facilities of Quay Fitness. Children are not permitted in the club, unless at the discretion of Management and by prior agreement.

QUAY FITNESS LTD PROPERTY: Under no circumstances is Quay Fitness Ltd property to be removed from the premises, unless at the discretion of Management.

DRESS: All members and guests are required to wear attire and footwear deemed suitable for exercise.

OPERATING HOURS: Quay Fitness Ltd reserves the right to vary the times of opening without prior notice. The times at which any or all of the facilities shall be available to the Members shall be at the discretion of the Management. Any or all of the facilities may be closed at any time at the discretion of the Management. If open on a Bank Holiday or Public Holiday, selected hours of opening will apply. There shall be no refund of the membership fee for any variation in the facilities/opening hours/machines/equipment availability/studio classes.

DISPUTES: In the event of any dispute arising from the interpretation of these terms and conditions, the decision of Quay Fitness Ltd on such interpretation shall be final.

LOST PROPERTY: Any Members' property left or lost is not the responsibility of the gym. Any lost property will be held for one month, after such time the property will be disposed of. Quay Fitness Ltd will not accept any responsibility for any loss or damage to Members' property, brought in at your own risk.

MUSIC: Music is provided at the discretion of staff members. All volume levels and music selections shall be controlled by staff members.

HEALTH AND SAFETY: The gym provides activities which are of a physically strenuous nature. Management strongly advise every Member to undergo a medical examination prior to using any of the gyms facilities. If such a medical examination reveals reason why a Member should not use the facilities or should use the facilities to a limited extent and the Member does not comply with those recommendations and suffers injury or death as a result, the gym and its Owners do not accept responsibility for such injury or death. Smoking is not permitted in any area of the gym. Water and/or liquid spillages should be wiped up immediately using the blue roll. If Members come across a fault with any of the equipment they must cease using it immediately and must inform a member of staff. All equipment must be wiped down before and after use with the sprays and paper towels located around the gym. Weights should not be dropped. All equipment must be returned to its place after use, no exceptions. You should not exercise beyond your own abilities. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you. You must follow any reasonable instructions to allow you to exercise safely. Facilities must be vacated when requested by staff or on the sounding of the fire alarm. In an emergency, you may use the phone behind the reception desk to call for assistance. Your nearest first aid kit and defibrillator is located behind reception.

MEDICAL: If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice. You should stop exercising immediately if you feel ill when using our equipment or facilities. Physical activity should not pose any problems for most people; however there are a small number of people who should seek medical advice before starting. You are responsible for monitoring your own health and use the facilities of Quay Fitness Ltd entirely at your own risk. If you answer yes to any of the following questions, both before and throughout your membership period, you should gain the consent of your GP before undertaking any exercise.

- Has your GP or medical professional ever told you to only undertake physical activity recommended by a doctor?
- Does physical activity bring on chest pain?
- Do you have chest pains at rest, when not doing physical activity?
- Do you lose consciousness, become dizzy or lose your balance?
- Do you have a bone or joint problem that could be made worse by a change in your physical activity?
- Is your doctor currently prescribing medication for your blood pressure or a heart condition?
- Are you 69 years or older?
- Females, are you pregnant or have you been pregnant in the last 3 months?
- Are you aware of any reason you should not exercise or increase your physical activity?

Our staff, agents and subcontractors are not medically trained and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises. You should be, to the best of your knowledge, in good health and free from any illnesses that may be aggravated by physical activity. You agree to advise staff if your health or vulnerability to injury changes.

WHEELCHAIRS: If you are a wheelchair user or need assisted access we require you to have an induction, during which a personal emergency evacuation procedure will be discussed.

COVID-19 & OTHER VIRUSES: Members use the gym and its facilities entirely at their own risk. Staff will endeavour to maintain a clean environment upholding scheduled cleaning regimes. The gym accepts no liability for members becoming unwell.

Members must take reasonable steps and responsibility for maintaining a clean environment by: sanitising your hands before you enter the building using hand sanitiser provided outside at the side entrance; coughing or sneezing into your elbow; regularly washing/sanitising your hands; wiping down equipment before and after you use it, using the spray and roll located throughout the gym and paying particular attention to high contact touch points; do not get too close to other gym users and be respectful of keeping a distance from each other; do not attend the gym if you are unwell; do not attend the gym if you are showing symptoms of COVID-19, go home and follow government advice; bring your own filled water bottle to the gym; do not bring any unnecessary items into the gym; sanitise your hands before you leave the gym.

ENFORCED CLOSURE: If the gym is forced to temporarily close under IOM Government enforced closure and/or lockdown regulations, being out of our control, membership fees will not be refunded and memberships will continue to run. Members paying by standing order are responsible for cancelling their own standing orders if they do not wish to support the gym throughout any enforced closure; once re-opened, new application and standing order forms will need to be completed.