

## **1. INTERPRETATION AND VARIATION**

1.1 In the Terms and Conditions the following definitions apply: "Company" means Boiler Room Fitness Limited. "Member" means any person that has completed and submitted the on-line registration form (the "Registration Form") at the Boiler Room Fitness Limited website, <http://www.boilerroomfitness.co.uk> and which registration has been accepted by the Company. "Studio" means the studio at Boiler Room Fitness, c/o Western Health & Racquets Club, 30 Hyndland Road, Glasgow G12 9UP "Terms and Conditions" means these terms and conditions.

1.2 References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

1.3 The Terms and Conditions are incorporated into the Registration Form.

1.4 The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.

1.5 The Terms and Conditions will be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.

## **2. MEMBERSHIP**

2.1 Subject to these terms and conditions, when a person has completed the Registration Form he will become a Member of the Studio.

2.2 Acceptance of a person as a Member is in the absolute discretion of the Company.

2.3 The Company reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of any Member whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio. Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.

2.4 If a Member brings a guest to the Studio for a session that guest must before the commencement of the relevant session complete and return a Physical Activity Readiness Questionnaire (PAR-Q) as detailed below in 6.1.

2.5 Members must be 16 or over.

## **3. STUDIO OPENING TIMES**

Details of session times at Boiler Room Fitness may vary from time to time. Session times will be published by Boiler Room Fitness and will be available either at the Studio [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk)

## **4. PAYMENT TERMS**

4.1 Details of session prices are available either at [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk) or directly from the Studio and will be such prices as determined by the Company from time to time.

4.2 A Member may not attend any session at the Studio without first booking and paying for the relevant session either on-line or at reception.

4.3 Payments for sessions in any amount are non-refundable unless otherwise stated in the Terms and Conditions.

## **5. BOOKINGS AND CANCELLATIONS**

5.1 A Member may only book or reschedule sessions for themselves via their personal Studio booking facility at [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk)

5.2 Cancellation Policy: Late cancels lose the price of a class if paying per class.

Classes: Reservations for classes can be cancelled on-line or by telephone with no charge up to 24 hours prior to the beginning of class.

5.3 Sessions are booked on a first-come first-served basis. If you are added to class from a wait list, you need to book yourself onto the class online at [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk) . You will not be automatically added. How the wait list works is listed below. Each time you are added to a class from the wait list you will receive an automatic Wait list Notification email or text message. Once you receive the notification, just log online at [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk) and book yourself onto the class if the space is still available. Once a class is confirmed you will be held to the cancellation policy for that class.

## **6. FITNESS AND HEALTH**

6.1 By agreeing to these Terms and Conditions Members hereby confirm that they have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect their participation in any sessions at the Studio. A Physical Activity Readiness Questionnaire (PAR-Q) will be required to be completed and returned to Boiler Room Fitness Management or Instructor prior to taking part in any classes. The PAR-Q can be found on the 'timetable and pricing' tab online at [www.boilerroomfitness.co.uk](http://www.boilerroomfitness.co.uk) .

6.2 It is the Member's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session at the Studio (if any).

6.3 Members are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Member should consult his doctor.

6.4 The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

6.5 Members are required to follow the instructions of the instructor at all times.

## **7. LIMITATION OF LIABILITY**

7.1 The information available on or through this Site, and the Services supplied via or in connection with this Site or at the Boiler Room Fitness studio do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor. It is also vital that you supply us with correct information about yourself. We cannot be liable for any incorrect information supplied by you to

us. We try to make sure that all information contained on this website (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by us to you. You, your legal representatives and your heirs release waive, discharge and covenant, not to sue Boiler Room Fitness Limited and its instructors for any injury or death caused by their negligence or other acts. Any client questions or complaints please email [info@boilerroomfitness.co.uk](mailto:info@boilerroomfitness.co.uk)

7.2 The Company cannot be held responsible for any particular session, instructor and/or item of equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g. showers), provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.

7.3 It is the Member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme which he follows or class which he attends. Members accept the risk of injury from performing exercises and using specialist equipment and are advised to consult their doctor prior to beginning any session. Advice provided by our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.

7.4 The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

7.5 In consideration of their participation in the activities and programmes of the Company and the use of facilities and equipment owned and/or under the control of the Company the Member hereby waives and releases the Company from any and all responsibility or liability for injuries or damages resulting from their participation in any of the Company's activities or use of the Company's equipment or facilities save in respect of death or personal injury caused by the negligent act or omission of the Company.

## **8. USE OF FACILITIES**

8.1 A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

8.2 Children under the age of 16 may not use the Studio and attend classes unless prior arranged and agreed with Boiler Room Fitness Limited Management.

## **9. PERSONAL BELONGINGS**

Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

## **10. DRESS**

Members are requested to wear a form of dress appropriate to the practice of fitness activities and Boiler Room Fitness Limited, Members must wear gym clothing and sports training shoes or specialist cycling shoes. All footwear must be clean, members with soiled shoes will be denied access to the studio and unable to participate in that session.

## **11. SAFETY & HYGIENE**

11.1 In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio room. Only closed containers of water are permitted in the Studio rooms. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds.

11.2, Members must not walk around the Studio barefoot.

11.3 Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.

11.4 Smoking is forbidden in the Studio and anywhere on the premises of Western Health & Racquets Club.

## **12. GENERAL**

12.1 Members are required to give written notice to the Company of any change of address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address notified to the Company.

12.2 The Company reserves the right to refuse admission to the Studio.

12.3 The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member.

12.4 A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process.

12.5 The Company may, if a Member so wishes, communicate with the Member by electronic mail ("email"). By providing an email address to the Company the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

12.6 Members must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

12.7 Any marketing, educational or other materials of any nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.