

# TERMS AND CONDITIONS

## FOR THE FITNESS MOSAIC MEMBERS

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1. You are entering a month by month rolling membership agreement. This means payments are taken monthly on an automatic basis until you terminate your membership.
2. You will pay a club activation fee upon becoming a member. The activation fee is relevant to continuous periods of membership and should you wish to leave and re-join at a later date, the club activation fee will once again be applicable.
3. Entry to the Club is gained through our access system using your finger print. On your first visit to the club, a team member will assist to register your finger print.
4. Memberships are self-managing. When you decide to terminate your membership, you can do so via our online portal. When you terminate your membership, your account will terminate with immediate effect and gate entry access will immediately cease.
5. Membership fees may be increased at the Club's discretion subject to giving you one months' notice.
6. Paid in full memberships are non-refundable. Please contact the club if you believe there is an extenuating circumstance to transfer your membership.
7. If your automatic payment fails, your access to the club will be stopped immediately. You will have an opportunity to settle your payment arrears. After 10 days of non-payment, the Club will automatically terminate your membership. If you re-join the club, an activation fee will be applicable.
8. If through circumstances beyond the Club's control which means the Club is unable to provide the full range of services and facilities as advertised, you shall remain liable to pay all Membership Fees under these terms and conditions.
9. From time to time the Club may run promotional offers. Members must refer to the associated terms and conditions of each promotion which will be available upon request.
10. Club opening hours are advertised on our website. Opening hours may be adjusted at the Manager's discretion. We will endeavour to give as much notice to you as possible.
11. The Fitness Mosaic will not be responsible for loss, damage or theft of any property brought onto our premises; We will not be liable for any death, personal injury or illness occurring on or resulting from use of our premises.
12. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our team members before use.
13. You will not abuse the facilities or equipment of the club and you will pay for any damage to our property where you wilfully or negligently cause such damage.
14. You are in good physical condition and capable of engaging in active and passive exercise and that exercise would not be detrimental to your health, safety, comfort or physical condition. If you are in doubt about your physical condition, you may be asked to provide medical notes/ prescription and discuss your physical state with a team member. Please note our team members are not medically trained.
15. Some areas of our club are unsupervised and we do not accept responsibility for any harm or injury to you whilst using them unless caused by our employee's, agents or subcontractors or our negligent act or omission.
16. Unless otherwise stated our staff, agents and subcontractors are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise we strongly recommend that you take independent medical advice before undertaking any exercise.