



360ATHLETIC

TERMS & CONDITIONS

These terms and conditions are entered into by and between 360Athletic and You.

Services:

The membership entitles the usage of 360Athletic facilities and the equipment & services available therein. The membership gives access to all 360Athletic sites, except if specified otherwise.

Membership:

The membership is personal, and cannot be shared.

Age Limit:

The Member confirms that he/she is 18 years old or older.

For persons 16 or 17 years old, exceptions are granted based on a written parental consent. Persons under 16 years of age must be supervised at all times.

Health:

The Member confirms that he/she does not suffer from health problems that would hinder exercise or prevent him/her from engaging in exercise, or that would be detrimental or adverse to the Member's health, safety or physical condition if he/she did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise.

360Athletic shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition. If an assessment is done at 360Athletic, it is for the sole purpose of compiling comparative data in order to track the Member's progress in a programme and not for diagnostic purposes.

Liability:

Each Member of 360Athletic shall be liable for any property damage and/or personal injury caused by the Member on the 360Athletic premises. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof.

Waiver of Liability:

Any and all use of the 360Athletic facilities shall be at Member's own risk at all times. The Member shall not utilise any equipment unless he/she knows the appropriate usage. 360Athletic shall not be liable for any injuries, physical impact or damages to the Member, or the property of the Member, or be subject to any claim arising out of the use of the premises and/or of the equipment made available to the users.

Lockers for Personal Belongings:

Lockers are available for Members while working out in the facility. Each Member needs to empty the locker when leaving the facility. 360Athletic will open and empty lockers if the Member is not in the facility.

Lost Property or Theft:

360Athletic does not take responsibility for loss or theft of any personal belongings. Any items left on 360Athletic premises will be kept for a period of two weeks before being disposed of.

Code of Conduct:

The Member shall respect the behavioural and operating principles of 360Athletic, as laid out in our code of conduct.

Suspension/Termination of Membership:

If the Member behaves in a way that breaches the code of conduct membership can be suspended or terminated at management's sole discretion.

Access & Security:

360Athletic is open Monday to Friday 6am until 8:30pm, and Saturday from 8am – 2pm, with the exception of bank holidays and exceptional circumstances, when times may vary. Classes are available according to times stated in the 360Athletic booking system. Classes and instructors are subject to change with no prior notice.

Payment:

The Member is responsible for the payment of the membership. This is true even if the amount is debited directly by 360Athletic. Agreed price only applies if the Member pays according to the agreed conditions.

6 Month Subscription Membership (paid monthly over 6 months):

The first month's payment or pro-rata amount and any sign-up fee are paid at the point of this agreement. The following monthly payments should be paid before each new month. The member is responsible for all payments, also in the case of automatic debits by 360Athletic.

If the payment is late the member will receive a reminder email from 360Athletic and access may be suspended. The membership continues to run even if the access is suspended. If after 30 days the amount is still not paid, the Member is in violation of the contract and the total outstanding amount of the contract will be due. 360Athletic may transfer the case to a debt collector, which will add additional fees.

Monthly membership payments or pro rata amount and any sign-up fee are paid at the point of this agreement. The Member has given approval for an automatic debit from his/her account or card and the cancellation must be announced a minimum of one month before the next debit.

Renewal & Cancellation:

6 Month Membership (6 months pre-paid or subscription):

The contract runs for 6 months, during which time it cannot be cancelled. At the end of the contract period, the membership is automatically renewed for 6 months unless the Member sends a cancellation email to 360Athletic at latest one month before the end of the contract period. 360Athletic will send a reminder via email one month before the end of the contract period. The member is responsible for his/her own cancellation, even if the email reminder was not received.

Monthly Membership:

The membership extension is triggered by the payment of a subsequent month. If no payment is done, the membership stops at the end of the contracted month. If the Member has opted for a direct debit from an account or card, the cancellation must be announced at the latest one month before the end by sending an email to 360Athletic.

Exceptional cancellation:

A cancellation is exceptionally granted if the Member moves more than ten miles away from any 360Athletic facility, on presentation of an official document to prove change of address. It is also possible to cancel the membership due to medical reasons, upon presentation of a medical certificate.

Price Changes:

All prices are fixed for the duration of a membership. Any price changes will be communicated at least one month prior to implementation.

Frozen Membership:

It is possible to freeze 6 month subscription membership (paid monthly over 6 months), with the frozen time period added to the end of the membership period. Six consecutive monthly payments will still be made accordingly to the membership agreement. This can only be done once throughout the duration of the 6 month contract.

Signature & initials on behalf of 360Athletic:

Date:

Signature & initials on behalf of Client:

Date: