**Smarter Fitness**

**TERMS AND CONDITIONS**

**1. THE FACILITIES**

1.1 The Facilities are managed by Smarter Fitness, a registered company **(11652227).**

**2. LIMITATION OF LIABILITY**

2.1 The gym user acknowledges that Smarter Fitness's obligations and liabilities in respect of Smarter Fitness are defined in this agreement and the Smarter Fitness Rules applicable to all users.

2.2 The gym user is responsible for the consequences of any use of any of the Facilities of Smarter Fitness. Smarter Fitness will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, or otherwise.

**3. PHYSICAL HEALTH OF MEMBER**

3.1 By accepting to use the Smarter Fitness facility, the user confirms and also represents that he/she is in good health and is not knowingly unable to engage in either active or passive exercise. The gym user further confirms that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition, the gym user acknowledges and has read and agrees with the PAR-Q form displayed at Smarter Fitness. Each gym user will be required to complete and sign a PAR-Q form declaring that the information they provide therein is true to the best of their knowledge and belief. The gym user acknowledges that they understand that they are responsible for their own well-being and safety during the unmanned hours and in the event of an emergency they will seek prompt professional emergency aid and assistance.

3.2 By accepting to use Smarter Fitness, the gym user confirms that they are fully confident about using the Smarter Fitness equipment safely and for the purposes for which the manufacturer designed the equipment. For any gym user who is not confident about using the Smarter Fitness equipment, Smarter Fitness will offer a 30-minute induction, free of charge. Please email [smarter-fitness@outlook.com](mailto:smarter-fitness@outlook.com) to organise this.

**4. EXPULSION OF GYM USERS SMARTER FITNESS**

4.1 Smarter Fitness may expel gym users:

4.1.1 without notice and with immediate effect if the gym users conduct, whether or not such conduct is the subject of a complaint by another gym user or group of users, and is such that in the reasonable opinion of Smarter Fitness, it may be injurious to the character, name or interests of Smarter Fitness or is such that it renders the gym user unfit to associate with other gym users of Smarter Fitness or is such that it is not appropriate for the gym user to continue their use or the gym users behaviour is in the reasonable opinion of Smarter Fitness to be inappropriate and / or unacceptable.

4.2 if an apartment complex resident brings a member of the general public into a Smarter Fitness facility, both parties will be asked to leave the Smarter Fitness facility immediately and the resident could be banned from using the Smarter Fitness facility entirely.

**5. FACILITY FACILITIES**

5.1 Smarter Fitness reserves the right to make reasonable alterations to the type of facilities provided without notice and Smarter Fitness shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur for 14 days or less, due to matters beyond our control or improvement works. On occasions when necessary maintenance is required, Smarter Fitness, or parts thereof, may be closed. No refunds or alternative resources would be given as a result of closure.

5.2 Smarter Fitness reserves the right to change or remove any of the facilities at Smarter Fitness. In such an event notice will be given.

**6. HOURS OF OPENING**

6.1 Information in relation to Smarter Fitness’s normal hours of operation are available from Smarter Fitness upon request. Such hours may be lengthened or shortened at the absolute discretion of Smarter Fitness with or without any prior notice being given to gym users. Smarter Fitness shall endeavour to give gym users reasonable notice of change to such hours.

**7. FIRE EVACUATIONS**

If you discover a fire, operate the nearest fire alarm. If you hear the fire alarm:

·       Leave the building by the nearest exit.

·       Do not use any lifts.

·       Do not stop or return to collect personal belongings.

·       Go to the assembly point (usually the car park) and remain there.

·       Return to the building only when authorised to do so by the Building Manager or their agent.

**8. THIRD PARTY RIGHTS**

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

**9. UNAUTHORISED ACCESS TO PERSONAL INFORMATION**

Unless a member of our staff has been fraudulent or negligent, we will not be liable to you for any losses you may suffer as a result of unauthorised access by a third party to the information (including in particular credit/debit card details) you transmit when you place an order. It is your responsibility to ensure the security of your own credit/debit card details to avoid unauthorised use.