

Qmotion Sport & Fitness Centre

Terms & Conditions

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Introduction

The terms and conditions stated below are to there make sure we offer everyone a fully functional membership within Qmotion Sport and Fitness Centre (referred to in these terms and conditions as Qmotion).

These terms and conditions, and the membership registration form you completed (either a paper membership form or the online membership form), constitute a legal membership agreement between us, Qmotion, and you the member, please make sure that you read both carefully.

In joining Qmotion you are agreeing to abide by these terms and conditions. When we use 'monthly' in these terms and conditions, we mean full calendar months. A full calendar month starts at the beginning of the first day of the month and ends at the end of the last day of the same month (for example, 1 January to 31 January). We may from time to time change or add to these terms for security, legal or regulatory reasons. Where reasonable, we will provide at least one month's notice of any significant changes by displaying them on Qmotion notice boards. If any change has a material adverse effect on your use of Qmotion you may terminate your membership at any time on giving Qmotion one calendar months' notice.

These terms and conditions replace any previous versions. Your membership agreement is governed by the laws of England. These terms and conditions apply at all times and take priority over any spoken communication from one of our team members.

Memberships

1. Membership categories

- 1.1. Qmotion offers different categories of membership. Your choice of category on joining will determine the fees you pay, when you pay them, and the time of day you can enter the facility.
- 1.2. Qmotion may from time to time introduce new categories of membership, not all membership categories and subcategories will be available at all times and we may choose, at any time, to close membership categories or subcategories to new members or members who want to transfer their membership to another category. You will not be able to join or transfer your membership to a category we have closed.
- 1.3. You cannot transfer your membership to another person, and you cannot let any other individuals enter Qmotion using your membership. If you allow another person to gain access to Qmotion using your membership details, your membership will be terminated and will not be given a refund for the remaining balance.

2. Membership cards

- 2.1. QMUL Student and Staff Members will use their Student/Staff University ID cards as their membership cards. Private and Associate Members with memberships durations of three months or greater will be issued with a membership card. Membership cards issued by Qmotion will be personal to you, will remain the property of Qmotion, and must be returned to Qmotion when your membership comes to an end. You will be required to permit a digital photograph of yourself being taken by Qmotion for the purpose of computerized club entry control and security.
- 2.2. You must use your membership card to enter Qmotion, on each visit to Qmotion and any loss of your card must be reported to Qmotion immediately. You must bring your membership card with you each time you visit. If you forget your card, we may ask to see a second form of suitable photo identification before we can allow you to enter Qmotion. If you have lost your card, you will need to buy a replacement card. Details of this charge are available at reception.

3. Acceptance and entry
 - 3.1. Acceptance as a member is at Qmotion's absolute discretion and we reserve the right to refuse your application for membership. Qmotion reserves the right to prevent entry of any person whose membership has been cancelled or suspended under these terms.
 - 3.2. Qmotion reserves the right to require satisfactory confirmation of the identity of any member and other reasonable information to support qualification for any particular category of membership. You must be at least 16 years old to use Qmotion.
4. Starting your membership
 - 4.1. Your membership begins from the start date set out on your membership agreement. If you have made a commitment for a fixed term membership, you will not be able to downgrade your membership (that is, change to a lower level of membership) and we will not refund these subscriptions to you.
5. Suspending your membership
 - 5.1. Memberships can only be suspended due to medical conditions that prevent you from using the facility. Any application for a membership suspension must be accompanied by a letter from a Doctor (who is registered to practice medicine in the UK) stating that your medical condition will prevent you from using the gym, and also the length of time you will be unable to use the gym for.
 - 5.2. You must tell us by email (su-qmotion.reception@qmul.ac.uk) if you want to suspend your membership and you cannot ask for your membership to be suspended from an earlier date. You will not be allowed to use any club facilities while your membership is suspended.

Fees and Payments

1. Payments for fixed term memberships
 - 1.1. Payments for any fixed term memberships must be made in advance, and are non-refundable, regardless of whether you have used or are able to use our facilities. Payments for memberships may be made using the following methods:
 - Cash
 - Credit or debit card
 - Online payment through our website
 - 1.2. We do not accept cheques as a method of payment.
2. Payments for Direct Debit memberships
 - 2.1. You must pay part of the subscription for the month you join in and the following month, on the day you join. This is called a 'starter payment' and is worked out based on the number of days left (including the day on which you joined) in the current calendar month. We work this out by:
 - a) Dividing the number of days left in the calendar month by the total number of days in that calendar month; then
 - b) Multiplying the above figure by the current monthly subscription rate. For example, there are 31 days in January, so if the monthly subscription rate is £40 and you join on 4 January (28 days left in that calendar month), your starter payment will be: $28/31 \times 40 = £36.13$
 - 2.2. We take your monthly subscription payments by direct debit on or around the first working day of the month, and you will pay in advance for the following month.
 - 2.3. The monthly Direct Debit subscription rate for Qmotion may change from time to time by any amount we consider reasonable. We will try, but cannot guarantee, to limit changes to the monthly subscription to only one change for each year. We will write to you at least 10 working days before the change starts, in line with the Direct Debit Scheme Guarantee.

- 2.4. If you want to change your membership or your payment details, you must tell us, by the 15th day of the month, which changes you want us to make. If we agree to these changes, they will come into force from the first day of the following month. If you ask to change your payment details after the 15th day of the month, you will need to pay the following month's membership subscription direct to Qmotion either by cash, debit or credit card.
 - 2.5. When you ask to change your bank account details, we will ask you to sign a new direct debit authority form before we can make the change, as we need to check with the bank.
 - 2.6. If your bank fails to make a due direct debit payment from your account, we will contact you via email to advise you of this and you will be refused entry to Qmotion until the payment has been made. We reserve the right to refer any missed payments to a debt collection agency. We may charge a fee for failed direct debit payments and/or emails sent to you in respect of unpaid amounts.
 - 2.7. If the direct debit details you gave us were wrong, we will ask you to make the payment by cash, debit or credit card and for you to give us your correct details. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs or other costs. We may choose to take the payment from your credit card using the credit card details you have given us.
 - 2.8. If there are not enough funds in your account we will ask you, either by email or at the Qmotion reception, to make the payment by cash, debit or credit card. If, after the second month we have contacted you, you still owe us the payment, we may cancel your membership straight away. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs or other costs. We may choose to take the payment from your credit card using the credit card details you have given us.
 - 2.9. If you have cancelled your direct debit with your bank without giving us the notice we need, as set out in These Terms and Conditions, we will ask you to make the payment by cash, debit or credit card. If, after the second month we have contacted you, you still owe us the payment, we may cancel your membership straight away. You may be contacted by a debt agency (working on our behalf) for any payments you owe, which may include any associated court costs and other costs. We may choose to take the payment from your credit card using the credit card details you have given us.
3. Termination of Direct Debit contract.
 - 3.1. If you wish to cancel your Direct Debit Membership you must submit your request to cancel your contract via email to the Qmotion email address (su-qmotion.reception@qmul.ac.uk) or by completing a direct debit cancellation form through the website www.qmsu.org/qmotion/membership/. We must receive your notice of cancellation by the first day of the month for the notice to come into force in the same month. (For example: we must receive notice by the 1st of January for the membership to be cancelled on 31 January). If we receive your notice after that date, the notice will not come into force until the last day of the following month.
 - 3.2. We may end your membership by giving you one full calendar month's written notice to cancel it. In these circumstances, you will not have to pay any monthly subscriptions for the period after your membership ends and we will refund you any monthly subscriptions you have paid in advance for that period.
 - 3.3. We may suspend your membership (we will not charge you your monthly membership subscription fee during any period when your membership is suspended) or end it without notice if, at any time, you seriously or repeatedly break the conditions of your membership agreement.
 - 3.4. We will immediately end your membership if we receive official notice (for example, from the bank) that you have died, and we will refund any payments that you may have paid in advance for the full

calendar months of membership left to your estate. Your estate will not be liable for further payment of monthly subscriptions.

Health Commitment Statement

Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other

1. Our commitment to you
 - 1.1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
 - 1.2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
 - 1.3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
 - 1.4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustment, if any, are reasonable for us to make.
2. Your commitment to us
 - 2.1. You should not exercise beyond your own abilities. 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.
 - 2.2. 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.
 - 2.3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
 - 2.4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

Use of Facilities

1. You will only be permitted to use Qmotion facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to Qmotion.
2. Details of Qmotion's current opening hours and facilities are displayed on notices within Qmotion and on our website. We may at times need to change the opening hours or the facility (e.g. for essential maintenance or refurbishments). If we need to do this we will, wherever possible, display notices within Qmotion reasonably in advance.
3. We may close the facility for approximately one week over the Christmas and New Year period. If we do this, any memberships that fall over the closure period will be extended by the number of days affected by the closure.
4. We may refuse you entry to an exercise class if you are more than five minutes late for the class.
5. Qmotion will not be responsible for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or your failing to advise Qmotion staff of a medical condition relevant to your use of these. By law, we do not have to pay you compensation for loss or damage you may suffer unless we fail to carry out our duties under these terms and conditions to a reasonable standard, or fail in any duties required by law.

6. You must report any accident or injury you may have at Qmotion to a members of staff as soon as possible. We need this information in order to comply with our Health and Safety obligations and for insurance purposes.
7. By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.
8. Qmotion provides lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment at Qmotion. Nevertheless Qmotion cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise you not to bring valuable items such as jewellery or large amounts of cash to Qmotion.
9. We cannot accept liability for loss or damage to members' or members' guests' property on club premises unless that loss or damage was caused by something we did or failed to do. This includes property left in the lockers.
10. Items cannot be left in the lockers overnight, and if this does happen then Qmotion will cut off the padlock and remove the items, and a £10 fine will need to be paid to retrieve said items.
11. You will be liable for any damage caused to our equipment or facilities through your negligent use.
12. Qmotion will not be responsible or liable to you (except to the extent that we are negligent or in breach of any legal duty) for the criminal acts of any person on Qmotion premises, or any loss or damage caused through a third party providing independent services or facilities to members on club premises.
13. If we are not able to provide all the services and facilities at Qmotion for 60 days in a row or longer for 'reasons or events outside of our reasonable control', either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances and during this period. 'Reasons or events outside of our reasonable control' could include, for example, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all.
14. You are not allowed to smoke in any area of Qmotion, this includes e-cigarettes.
15. Only water, sports drinks, and food & drink products sold at Qmotion are allowed to be consumed within the facility.
16. We do not allow members to act as Personal Trainers (either paid or un-paid) within the facility without the express consent of Qmotion Management.
17. No animals, other than guide dogs, are allowed in Qmotion
18. If you book a place on a group exercise class in advance and do not show up for the class, or fail to cancel you class place with 24 hours of the class start time you will be charged a fee, and will not be able to use your membership until this fee has been paid.
19. While you are using Qmotion's facilities, we expect you to behave respectfully and politely at all times. We have the right to prevent you entering Qmotion or to ask you to leave if we think that your behaviour is rude, aggressive, or offensive.
20. Fire exits are clearly marked throughout Qmotion and must not be interfered with. If the fire alarm goes off, you must leave the premises through the nearest safe exit and make your way to the assembly point outside, as directed by staff.
21. The gym rules are displayed clearly in the main gym area. These rules are to ensure that users have a safe and enjoyable experience whilst using the facility, and adherence to these rules is a condition of entry to the facility. If you fail to comply with these rule you may be asked to leave the gym.

Privacy and Data protection

Your privacy is important. The following Privacy Policy discloses the information practices, including the type of information gathered, how the information is used, and our policy regarding sharing information with others. Information regarding our privacy practices is included wherever personal information is collected by Qmotion Sport & Fitness Centre.

1. When we collect personal information and anonymous data from you.

1.1 There are many events where you will be giving your personal information to Qmotion Sport and Fitness Centre. These occurrences will happen:

- When you purchase any gym membership at reception
- When you purchase any gym membership online
- When you take part in a competition, prize draw, survey, feedback
- When you email or contact Qmotion electronically
- When you are involved in an accident or incident where you are a witness or personally affected
- When you book or attend a workshop
- When you hire any facilities such as studios, meeting rooms, sports halls, squash courts etc.
- CCTV footage when you are entering our facilities.
- When you first sign up to a Free Gym Programme Service consultation appointments
- When you sign up to the Qmotion events.

2. What personal information we collect from you.

2.1. The information we collect is required for the purpose of creating your membership account/user card and for you to enrol in our activities. Such information allows you to be identified as a member of Qmotion Sport and Fitness Centre and includes personal and anonymous information such as:

- Full name
- Student or staff status
- Status of study at QMUL if applicable
- Facial image
- Address and postcode
- Date of birth
- Contact telephone number
- Email address
- Membership information
- Personal training purchases
- Facilities usage
- Direct Debit forms if applicable

2.2. If you register to our site and therefore facilities, we will record your contact information, username and password. We can collect additional information submitted through registration or via updating your information.

3. What we use your personal information for.

3.1. The only reasons we will use your contact details is for the purposes of:

- Informing members about matters that relate to their gym membership or their use of the facility.
- Changes to our Terms & Conditions.
- Crime
- Informing you of our member's satisfaction surveys.

3.2. We will not send out any marketing when we collect your contact details, and your personal information will not be shared, sold, traded, or rented to individuals or other parties.

3.3. We may create Anonymous Information records from Personal Information by excluding information (such as your name) that makes the information personally identifiable to you. We use this Anonymous Information to perform statistical analyses of users' aggregate behaviour so that we may enhance the content of our services.

3.4. We realise that your Personal Information, including your name, address and email address, is subject to change. To the extent that you do provide us with Personal Information, we wish to maintain its accuracy.

4. Security of your Personal Information.

4.1. We safeguard your physical and electronic information on our own secure servers and secure storage. Your personal information is stored in key secured cupboards and on our password encrypted servers that only reception and management staff have access to.

5. How long we keep your Personal Information.

5.1. We currently keep personal information on our reception computer system called Scuba. We store your personal information for a maximum duration of up to 5 years, so that when you do choose to renew your membership or use the facilities with a day pass, the process of signing up is more efficient.

6. Your Rights with your Personal Information

6.1. You have the right to your personal information in accordance with the Data Protection Act 2018. You have the right to:

- Be informed with how your data is being used
- Access your personal information
- Have incorrect data updated
- Have data erased i.e. be forgotten
- Stop or restrict the processing of your information
- Object to how your data is processed in certain circumstances

7. Use of our website

By using the Qmotion website, you agree to the terms of this Privacy Policy.

7.1. Personal Information Provided by You.

We gather Personal Information and Anonymous Information from you when you visit the Site.

"Personal Information" means any information that may be used to identify an individual, including, but not limited to: a first and last name; e-mail address; a home, postal or other physical address (when using services designed to deliver or send items to you) or other contact information necessary to provide a service that you requested. "Anonymous Information" means information that is not associated with or linked to your Personal Information; Anonymous Information does not permit the

identification of individual persons. We collect Personal Information and Anonymous Information, as described below. If you register to the site, we will record your contact information, email and password. We can collect additional information submitted through registration or via updating your information. If you purchase through the site, we will record your billing address, however we do not record your payment card details. This information is collected through Protix, our online payment cart provider. No card payment details are stored through the site. If you purchase through the online shop, you do not need to register to the site, we will record your contact information and billing address; however we will not record your payment card details. This information is collected through Protix, our online payment cart provider. No card payment details are stored through the site. By registering to the site, you will be added to the site's email database and will receive emails from the site. You can opt out of receiving emails by un-subscribing to the site. If you email us directly via an email hyperlink or contact form to provide us with feedback or to ask us a question regarding the site, we will record any information contained in such email.

7.2. Personal Information Collected Automatically:

As you navigate the site, certain information will be collected automatically. Your domain name will be recorded in order to measure and track your use of the site. This data helps us to improve the content of the site and to customise the content or layout of the site for you. We may also record your email address, which will then be automatically recognised by our servers. We use cookies on the site to collect Personal Information from you to allow us to detect the areas of the site that are of interest to you. This enables us to improve our service and to provide you with tailored information upon your subsequent visits. A cookie is an element of data that a website sends to your computer's hard drive while you are viewing a website. The site uses both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them). You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do so, however, some areas of the site may not function properly.

7.3. Use of Personal Information We collect:

Personal Information from you to fulfil your requests. For example, we may use your Personal Information to process an online purchase or interact with a service or feature to the site. We may also use your Personal Information to send you information that you requested, or to confirm registrations, purchases, or service request submissions. We may notify you of recent updates to our site, or to provide you with the latest news notifications that may affect your usage of the gym. You may opt-out from receiving promotional or marketing emails by changing your contact preferences within your online account. This will unsubscribe you from all features throughout the site. In some cases the opt-out facility will not be available. These instances include transactional or relationship messages, such as emails that are necessary to provide you with confirmation of a completed transaction (such as a purchase, request, or change in your user profile), emails providing notification of changes of terms of service, emails containing important information about the use of the site. We may create Anonymous Information records from Personal Information by excluding information (such as your name) that makes the information personally identifiable to you. We use this Anonymous Information to perform statistical analyses of users' aggregate behaviour so that we may enhance the content of our services and improve site navigation.

7.4. Disclosure of Personal Information:

Your Personal Information will generally not be shared, sold, traded, or rented to individuals or other entities such as direct mail organisations. We may disclose your Personal Information if we believe in good faith that such disclosure is necessary to: (a) comply with relevant laws or to respond to subpoenas or warrants served or (b) protect and defend the rights or property or users of the site. Editing Your Personal Profile We realise that your Personal Information, including your name, address and email address, is subject to change. To the extent that you do provide us with Personal Information, we wish to maintain its accuracy. In some cases, we provide a means to create an account or a profile of information.

7.5. Security of Your Personal Information:

We safeguard the Personal Information you send to us with certain physical, electronic, and managerial procedures. If you have established an account with us, your account information is password-protected for your privacy and security. In most areas of the site, we use industry-standard-encryption to enhance the security of data transmissions. In other areas, we notify you with a pop-up screen when we transfer or receive certain types of sensitive information. We also store your Personal Information behind our firewall and utilise appropriate security measures in our physical facilities to prevent loss or unauthorised use of sensitive information. Except as provided elsewhere in this Privacy Policy, we limit access to Personal Information in electronic databases to those persons in our organisation that have a need for such access. While we strive to protect your Personal Information, we cannot ensure the security of the information you transmit to us, and so we urge you to take every precaution to protect your Personal Information when you are on the internet. We suggest that you change your passwords often, use passwords that include a combination of letters and numbers, and use a secure browser. Products and services are available which can help give you privacy protection while navigating the internet. While we do not anticipate breaches in security, if one occurs, we will use commercially reasonable efforts to correct the problems that led to the breach.

7.6. Regarding Children:

We do not structure our websites to attract children. Accordingly, we do not intend to collect Personal Information from anyone under 18 years of age. Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of our Privacy Policy does not apply to these outside websites.

7.7. Privacy Policy Updates

This Privacy Policy is subject to occasional revision, and if we make any substantial changes in the way we use your Personal Information, we will post a notice on our website and at the main Qmotion reception. If you object to any such changes, you must cease using the site and our facilities. Continued use of the website and facilities following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.