

Qmotion Sports and Fitness Centre Terms and Conditions

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| | |
|---|-----------|
| 1. Introduction | 2 |
| 2. Your Responsibilities | 2 |
| 3. Memberships | 3 |
| 3.1 Membership Categories | 3 |
| 3.2 Membership Cards | 4 |
| 3.3 Starting Your Membership | 5 |
| 3.4 Suspending Your Membership | 5 |
| 3.5 Terminating Your Membership | 5 |
| 4. Acceptance and Entry | 6 |
| 5. Fees and Payments | 6 |
| 5.1 Payments for Day Passes | 6 |
| 5.2 Payments for Fixed Term Memberships | 6 |
| 5.3 Payments for Direct Debit Memberships | 6 |
| 6. Health Commitment Statement | 7 |
| 6.1 Our Commitment to You | 7 |
| 6.2 Your Commitment to Us | 7 |
| 7. Use of Facilities and Services | 8 |
| 7.1 General Facilities and Services | 8 |
| 7.2 Day Passes | 9 |
| 7.3 Group Exercise | 10 |
| 7.4 Facility Bookings | 10 |
| 7.5 Female Gym | 11 |
| 7.6 Gym Rules | 12 |
| 8. Storage of Personal Belongings | 12 |
| 8.1 Your personal Belongings | 12 |
| 8.2 Lockers | 12 |
| 8.3 Private Lockers | 13 |
| 8.4 Lost Property | 13 |
| 9. Complaints and Feedback | 13 |
| 10. Conduct Within the Facility | 14 |
| 11. Privacy and Data Protection | 15 |
| 12. Use of our Website | 16 |
| Appendix 1: Table of Rooms Available For Facility Bookings | 19 |

1. Introduction

- 1.1 These terms and conditions relate to your (hereinafter used interchangeably throughout these Terms and Conditions with 'you', 'your', 'user') use of the facilities available at Qmotion Sport and Fitness Centre (hereinafter used interchangeably with 'Qmotion' 'we' 'our') and are in place to ensure we offer all users of our facility a fully functional experience. These terms and conditions along with the membership registration form, either a paper membership form or the online membership form, constitute a legal agreement between us, Qmotion, and you, the user.
- 1.2 Different or additional terms and conditions may also apply, some of which will be in the appendices of this document. Please make sure that you read all carefully.
- 1.3 In using Qmotion's facilities you are agreeing to abide by these terms and conditions. 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 other communication from one of our team members.
- 1.4 When these terms and conditions refer to contacting the facility by email, we are referring to the email address su-qmotion.reception@qmul.ac.uk.
- 1.5 'Monthly' in these terms and conditions refers to full calendar months, beginning at the start of the first day of the month and concluding at the end of the last day of the same month - for example, 1 January to 31 January.
- 1.6 We may change or add to these Terms and Conditions for security, legal regulatory, or operational reasons. If we revise these Terms and Conditions, we will provide reasonable advance

notice. If any change has a material adverse effect on your use of Qmotion, you may terminate your membership giving Qmotion one calendar months' notice. Your membership will end following the end of the one months' notice period at which point, following the provision of suitable evidence that your experience has been adversely affected, you may be offered a pro-rata refund of payments made in advance for your current membership.

- 1.7 If you break or are repeatedly in breach of these Terms and Conditions or the Gym Rules, we have the right to prevent you from entering Qmotion or to ask you to leave. We also have the right to ban you immediately and permanently from the facility and end your membership without a refund.

2. Your Responsibilities

- 2.1 As a user of Qmotion, you are personally responsible under these terms and conditions.
- 2.2 You are the only person, other than us, who can request changes to be made to your membership or any of the services you have subscribed to.
- 2.3 You are solely responsible for paying for the services you use or subscribe to, and you are solely responsible for paying any extra charges, fees, or fines that you accrue for using any of our services or facilities.
- 2.4 You must adhere to all rules and regulations for using the facility and must comply with reasonable instructions and requests made to you.
- 2.5 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. We also have the right to report you to the police, ban you immediately and permanently from the facility, and end your membership without a refund.

- 2.6 You must report any accident or injury you may have at Qmotion to a member of staff as soon as possible. We need this information in order to comply with our Health and Safety obligations and for insurance purposes.
 - 2.7 You must only consume water, sports drinks, and food & drink products sold at Qmotion whilst in the facility.
 - 2.8 You must leave each part of the facility that you have used in a tidy and orderly condition and return any equipment to its rightful place in the same condition that it was received.
 - 2.9 You must observe all instructions relating to the use of Qmotion during the delivery of services and use of equipment, and your behaviour or conduct throughout the facility.
 - 2.10 You must always treat staff and all other users with dignity and respect.
 - 2.11 You must provide us with your contact details and keep these up to date for the duration of your time using Qmotion. If you believe you are not receiving correct correspondence from us, it is your responsibility to check that these details are correct.
 - 2.12 You must not carry on any conduct or behaviour which we deem Inappropriate, which might bother or put other users of the facility in danger, which may cause damage to any aspect of the facility, or which is not in line with the rules and regulations of Qmotion.
 - 2.13 You must not smoke in any area of, or within close proximity of Qmotion, which includes e-cigarettes.
- on joining will determine the fees you pay, when you pay them, and the time of day you can enter the facility. Details of any restrictions on memberships must be determined by you at the time of purchase.
- 3.1.2 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.
 - 3.1.3 Not all membership categories will be available at all times and certain membership types will only be available at certain times, at our discretion. Qmotion reserves the right to discontinue any category of membership.
 - 3.1.4 You will not be able to join or transfer your membership to a category we have discontinued.
 - 3.1.5 We reserve the right to discontinue or change any category and payment rate of our Direct Debit memberships. We will write to you at least 10 working days before the change starts, in line with the Direct Debit Scheme Guarantee.
 - 3.1.6 Where we stop offering certain categories of Direct Debit membership, we will attempt to offer you a suitable alternative membership. If you accept the alternative, your membership fees will change from the date the change applies to all members. Should the new membership fees be less than those membership fees currently being paid, we will give you a discount on your next payment for the difference of any pre-paid sums. Where you do not accept a suitable alternative, or we are not able to offer one, your membership will end following the end of the notice period, and we will give you a refund for any pre-paid sums. You may be required to come to Qmotion in person to collect any applicable refunds, and there may

3. Memberships

3.1 Membership Categories

- 3.1.1 Qmotion offers different categories of membership. Your choice of category

be an administration fee that must be deducted from your refund.

- 3.1.7 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 you will not be given a refund for the remaining balance. Any individual attempting to enter on your membership will be required to pay the full day rate and will be denied entry until this payment is made.
- 3.1.8 You may upgrade your fixed term membership - that is, change to a higher level of membership - at any time during your membership. In this case, you will be charged the difference between the two memberships. 30 days' notice is required to process the upgrade and cannot be done instantaneously.
- 3.1.9 If you have made a commitment for a fixed term membership, you will not be able to downgrade your membership to one of decreased value or reduced facility access, and we will not refund these subscriptions to you.
- 3.1.10 If you have a disability which means that you need someone to help you use the services and facilities, your assistant will be required to register with us in order to access the facilities and will be subject to these terms and conditions. If your assistant will only be aiding you then they will not be required to pay an entry fee or purchase a membership. If your assistant would like to use the facilities or services themselves, they will be subject to any applicable charges.

3.2 Access Cards

- 3.2.1 QMUL Student and Staff Members will use their Student/Staff University ID cards as their access cards. Private and Associate Members may be issued with

an access card, stocks permitting. You are responsible for keeping your access card safe and any loss of your card must be reported to Qmotion immediately.

- 3.2.3 Access cards issued by Qmotion will be personal to you and will remain the property of Qmotion, and as such should be returned to Qmotion on the expiry of any membership
- 3.2.4 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.
- 3.2.5 Your access card is issued solely for your use, as your membership is personal to you and only covers your use of the facilities.
- 3.2.6 In the interests of the safety and security of our users use of access cards is monitored and individuals using access cards may be asked to provide proof of identification.
- 3.2.7 Should we believe that your access card has been used by another individual or individuals we may at our discretion decide to conduct an investigation. If we do so we will inform you via email that we believe your access card has been used by another individual or individuals and ask you to provide us with reasonable investigation into the matter. Following our investigation we will contact you to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in the paragraphs 10.2.3. And 10.2.4
- 3.2.8 If you have lost your access card, you'll be required to purchase a replacement card. Details of this charge are available at reception.

3.3 Starting Your Membership

- 3.3.1 Your membership begins from the start date set out on your membership agreement.
- 3.3.2 You will be required to disclose your Personal Information for a Qmotion Membership Account to be set up. You will be held the terms and conditions laid out in this document upon disclosing your information to create a membership account. Refusal to disclose certain pieces of information in any instance, for example if creating an account online, does not constitute as a refusal to accept these terms and conditions.
- 3.3.3 You will be required to complete a Health & Safety induction when starting your first membership at Qmotion. Failure to complete this will result in you being refused entry to the facility until you have done so.

3.4 Suspending Your Membership

- 3.4.1 Memberships can only be suspended due to medical conditions that prevent you from using the facility. Any application for a membership suspension must be made by email and 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. The letter must be dated and state the length of time you will be unable to use the gym for.
- 3.4.2 If a suspension is granted, the suspension will begin on the day the request is made and end on the day after the period outlined in your doctors' letter. Your request will not be effective until we have seen your doctors' letter. You cannot ask for your membership to be suspended from an earlier date. If you need your membership to be suspended beyond the period outlined in your original Doctors' letter, you must provide a new Doctors' letter stating this.

- 3.4.3 You will not be allowed to use any facilities while your membership is suspended. This includes private and club sport bookings.
- 3.4.4 We may suspend your membership or end it without any written notice if, at any time, you seriously or repeatedly break the conditions of your membership agreement. In these cases, you will not be provided a refund for any pre-paid sums, though no further Direct Debit payments will be taken throughout the suspension period.

3.5 Terminating Your Membership

- 3.5.1 Fixed-term memberships can only be cancelled within the first 14 days of your first membership at Qmotion. To cancel your membership, you must submit a cancellation request by email. You will only be refunded the outstanding balance of your membership from the day that you submitted the request. You may be required to come in to Qmotion to collect the refund, and there may be an administration fee that must be deducted from your refund.
- 3.5.2 Direct Debit memberships are continuous, and it is your responsibility to cancel them using the methods outlined in this document.
- 3.5.3 We require receipt of a direct debit cancellation form, which can be found on our website for Direct Debit cancellations.
- 3.5.4 We require a 30-day notice period for all Direct Debit cancellations.
- 3.5.5 We may end your Direct Debit 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.

There may be an administration fee that must be deducted from your refund.

- 3.5.6 We will immediately end your membership if we receive legal official notice you have died, and we will refund any payments that you may have paid in advance to your estate. There may be an administration fee deducted from this refund. Your estate will not be liable for further payment of monthly subscriptions.

4. Acceptance and Entry

- 4.1 Acceptance as a member is at Qmotions 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 and conditions.
- 4.2 You must be at least 16 years old to enter Qmotion.
- 4.3 Qmotion reserves the right to ask for identification information and contact details of anyone entering the facility and may refuse entry to anyone who is not willing to provide this.

5. Fees and Payments

5.1 Payments for Day Passes

- 5.1.1 One-off entries to the gym can be paid for on a daily basis.
- 5.1.2 Payment must be made in advance and are subject to a fair use policy, 1 pass, per person and will only be valid for 1 entry to the facility.
- 5.1.3 You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen
- 5.1.4 You cannot transfer this daily membership to anyone else nor transfer to another date.

- 5.1.5 Day passes are non-refundable.

- 5.2.3 We do not accept cheques as a method of payment. Payments for memberships may be made using the following methods:

- Cash
- Credit card
- Debit card
- Online payment through our website

We retain the right to remove any one of these payment options at any time.

5.2 Payments for Fixed Term Memberships

- 5.2.1 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.

- 5.2.2 We do not accept cheques as a method of payment. Payments for memberships may be made using the following methods:

- Cash
- Credit card
- Debit card
- Online payment through our website

We retain the right to remove any one of these payment options at any time.

5.3 Payments for Direct Debit Memberships

- 5.3.1 Your first month's membership fees are collected from you by us either by debit/credit card at time of purchase and will be pro rata based on the start date of your membership.
- 5.3.2 We take your monthly subscription payments by Direct Debit on or around the first working day of the month, these payments are non-refundable,

regardless of whether you have used or are able to use our facilities.

- 5.3.4 The monthly Direct Debit subscription rate for Qmotion may change 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.
- 5.3.5 If you want to change your membership or your payment details, you must tell us, by the 15th day of the month, and which changes you want us to make. If we agree to these changes, they will come into force from the first working 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.
- 5.3.6 When you ask to change your bank account details, you will be required to sign a new direct debit authority form before we can make the change.
- 5.3.7 If your bank fails to make a due Direct Debit payment from your account, you may be contacted via email to advise you of this. You will be refused entry to Qmotion until the payment has been made. We refer the right to refer any missed payments to a debt collection agency. We may charge a fee for a failed Direct Debit payment.
- 5.3.8 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.
- 5.3.9 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.

5.3.10 If you have cancelled your Direct Debit by any other means than those set out in these terms and conditions, we may 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.

5.3.11 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.

6. Health Commitment Statement

6.1 Our Commitment to You

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.2 Your Commitment to Us

6.2.1 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 relevant medical professionals and follow that advice.

- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

7. Use of Facilities and Services

7.1 General Facilities and Services

- 7.1.1 You will only be permitted to use Qmotion facilities provided you have an in date and paid for membership, have purchased a day pass or have a valid booking for an activity or area of the facility.
- 7.1.2 Details of Qmotion's current opening hours and facilities are displayed on notices within Qmotion and on our website. Opening times may vary during holiday periods.
- 7.1.3 We reserve the right to change the centres opening hours, services, or facilities at any time, at our sole discretion, including for essential maintenance, refurbishments, and in line with college closure days. If we need to do this we will, wherever reasonably possible, display notices within Qmotion and on the website. If there is a period of closure then pre-existing bookings at the facility will be rearranged as appropriate.

7.1.4 Qmotion will be closed over the Christmas period as outlined by University closure dates and reserves the right to close on any additional university closure and bank holiday dates. No refund is due.

7.1.5 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.

7.1.6 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.

7.1.7 You will be liable for any damage caused to our equipment or facilities through your negligent use.

7.1.8 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 our premises.

7.1.9 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', Qmotion may halt or freeze your membership. Either party (Qmotion and you, the customer) will be entitled to cancel your membership immediately after providing written notice by email. You will not be entitled to a refund for a cancellation of a membership under these grounds. 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' include but are not limited to:

- Natural disasters
- A government's actions
- War or national emergency
- Acts of terrorism
- Protests
- Riots
- Fire
- Explosion
- Flood
- Epidemic
- Pandemic
- Lock-outs
- Strikes or other labour disputes, whether or not they relate to our workforce
- Restraints or delays affecting carriers
- Not being able to get supplies of suitable materials on time or at all

7.1.10 The use of the facilities and services is on a 'first come first served' basis and you may be unable to access certain services or facilities if they are being used by other users.

7.1.11 We do not allow users to act as Personal Trainers, either paid or unpaid, within the facility without the express consent of Qmotion Management.

7.1.12 No animals, other than registered service animals, are allowed in Qmotion.

7.1.13 While you are using Qmotion's facilities, you are expected to always behave respectfully and politely. We have the right to prevent you entering Qmotion or asking you to leave if we think that your behaviour is rude, aggressive, or offensive. We also have the right to report you to the police, ban you immediately and permanently from the facility, and cancel your membership without refund.

7.1.14 Fire exits are clearly marked throughout Qmotion and must not be interfered with or blocked. If there is a fire or if you hear a fire alarm, you must leave the premises through the nearest safe exit and make your way to the assembly point outside, as directed by staff.

7.1.15 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 rules, you may be asked to leave the gym.

7.1.16 We are not responsible or liable in any way for services provided by a third-party delivery agent using our facilities.

7.2 Day Passes

7.2.1 Users who wish to use the facility but do not have a membership can pay for daily entry to the facility by purchasing a day pass.

7.2.2 A day pass is valid for one entry to the gym at the time of purchase and cannot be used multiple times or by multiple users. Your day pass ends when you decide to leave the facility, or when the facility closes.

7.2.3 Users who use the facility on a day pass may use all free facilities and services available to full members, including use of lockers, changing rooms and Group Exercise classes. A day pass does not include use of the Free Gym Programme service.

7.2.4 Users who use the facility on a day pass will be required to provide us with their personal details, including a facial image, on their first visit to the gym. Personal information provided to create a day pass will be stored on our online system such that if the user wishes to use the facilities in future, then all necessary information is already present.

7.2.5 Users who use the facilities on a day pass are bound to these terms and conditions.

7.3 Group Exercise

7.3.1 We may refuse you entry to a Group Exercise class if you are more than five minutes late for the class.

7.3.2 If you attempt to attend a Group Exercise class without the correct entry ticket or booking requirement, your entry to the class may be refused or you may be asked to leave if the class becomes oversubscribed.

7.3.3 Attendees to Group Exercise Classes are bound by these terms and conditions, whether they hold a Qmotion membership or not.

7.3.4 We reserve the right to cancel or suspend any part of our Group Exercise timetable at any time, and the timetable is subject to regular change.

7.4 Facility Bookings

7.4.1 Acceptance of facility bookings is at the absolute discretion of Qmotion and we reserve the right to refuse booking requests. We do not accept bookings for activities that may be in conflict with programmes or classes run by Qmotion or other QMSU activities.

7.4.2 For commercial activities, a qualified instructor, with relevant insurance, must be present for all bookings. All commercial bookings will be charged at private rates.

7.4.3 Each studio has a maximum capacity, based on University's Health and safety guidelines. If the capacity is exceeded, Qmotion reserves the right to cancel the booking without a refund. We reserve the right to alter capacity numbers at any time. Capacity numbers are subject to the activity taking place, and you may be required to adhere to a lower capacity number

for certain activities. See Appendix 1 for capacity numbers.

7.4.4 Studio and court bookings are for use of the studio/court space and certain equipment in the room. Use of the equipment in the storage cupboards is prohibited. See Appendix 1 for details.

7.4.5 Facilities must be vacated by the end of the booking time. Hirers cannot stay longer without extending their booking at reception. Please note that all bookings are a minimum of one hour, so any extensions to a booking will be at the cost of an hour hire of the facilities used.

7.4.6 Our facilities must be kept clean and tidy. Any damage to facilities or equipment, including rented equipment, as a result of activity may result in further charges.

7.4.7 Any rented equipment is valid for the duration of your booking and must be returned to reception immediately after your session ends.

7.4.8 You may be asked to pay a deposit for renting equipment. We will be entitled to keep the deposit or part of it to cover our losses if you do not return the equipment at the end of the session or if you return the equipment in a damaged state. The person whose name is on the booking will be responsible for this charge.

7.4.9 We reserve the right to charge you for all of our costs incurred in repairing or replacing damaged equipment or facilities as a result of your activity during the booking. The user whose name is on the booking will be responsible for this charge.

7.4.10 The following are not allowed in the studios or courts:

- Any Food and drinks, apart from sport drinks and water or any consumable item not purchased in the facility.

- Any equipment that may damage the flooring or anything else in the studio, e.g., high heel shoes

7.4.11 For Squash, we will only allow customers with the following footwear:

- Shoes visibly designed for indoor court sports
- Shoes with gum, rubber, or light-coloured soles
- Shoes that state 'non-marking' on the sole

In all other cases it is the responsibility of the user to provide evidence from the manufacturer that their shoes are non-marking.

7.4.12 Invoices must be cleared before using the facility. Payments for all casual bookings must be made at the time of booking. Invoices for Contract booking can be divided over the course of the booking. Contract bookings are only created for recurrent bookings with a minimum of 5 weeks.

7.4.13 All bookings are non-refundable and can only be cancelled or amended with at least 24 hours' notice. For cancellations with at least 24 hours' notice, we will give you a credit for another booking, otherwise your booking will be lost.

7.4.14 We have the right to cancel your booking for any reason. Where applicable, and as stated in 7.4.13, credit will be provided.

7.4.15 We have the right to cancel your booking at any time if emergency maintenance services need to be carried out. In this event, we will give you credit for another booking.

7.4.16 Student rates can only be applied if an activity is booked by and is attended by a current QMUL student. We may ask to see the valid QMUL student ID card to verify this.

7.4.17 Staff and associate rates can only be applied if an activity is booked by and is attended by a current QMUL staff member, or an associate member of Qmotion. We may ask to see valid ID cards to verify this.

7.4.18 All activities booked for non-QM students, staff and associates will be at the private rate.

7.4.19 It is our customer's responsibility to read and understand our policies before making a booking. If your booking has to be cancelled on the day of your booking due to not meeting our policies, we won't be able to give you a refund or credit.

7.4.20 For all bookings, it is the responsibility of the person making the booking to complete a risk assessment for the activities taking place. Qmotion will not be responsible for any injury or illness to participants as a result of their involvement in activities during the booking.

7.4.21 We cannot advertise for any external bookings.

7.5 Female Gym

7.5.1 The Female Gym is open to all users who are biologically female, or who personally identify as female. Qmotion members of staff will not call into question anyone's biological sex or gender identity when using this facility.

7.5.2 While we attempt to keep the Female Gym female only as much as possible, we cannot guarantee that this will always be the case and may on occasion require male members of staff inside the facility. In this case, we will attempt to make all users in there aware of this beforehand and will put up signage as necessary. However, this will not always be possible, particularly in emergency situations.

7.6 Facility Rules and Etiquette

- 7.6.1 Facilities and equipment **must** be used appropriately and **must not** bother or put other users in danger or cause damage to any aspect of the facility.
- 7.6.2 Users **must** request guidance from staff before using equipment or attempting exercises that you are not familiar with.
- 7.6.3 Equipment **must** be put away in the correct place after use.
- 7.6.5 Bags and personal items **must** be kept clear from all walkways, fire exits, and any location deemed a hazard.
- 7.6.6 Personal belongings **must not** be left inside the lockers overnight.
- 7.6.7 All exercise areas **must** be vacated 5 minutes before the facility closes.
- 7.6.8 You **must** only consume water, sports drinks, and food & drink products sold at Qmotion whilst in the facility
- 7.6.9 Equipment **must not** be taken into or from the exercise studios without permission from staff.
- 7.6.10 Users are expected to maintain good personal hygiene and wear clean clothing
- 7.6.11 Users should refrain from making excessive noise including grunting or shouting.
- 7.6.12 Users are expected to share equipment during busy times.
- 7.6.13 Users are expected to wipe down and clean equipment after use with the products provided throughout the facility.

7.7 Photo and Videos

Users are welcome to take photographs and video recordings on the gym floor for personal use but must

follow the below rules and any additional rules on the gym floor.

- 7.7.1 Anyone who appears in your photographs or videos must be aware that you are filming them, and prior consent must be received.
- 7.7.2 If you are taking photos or recording videos of yourself, please ensure no other users are captured in the images.
- 7.7.3 If another user feels uncomfortable that you are filming or taking photographs and raises a complaint, we may ask you to show us any images which you have taken in the gym and to delete them if we deem appropriate.
- 7.7.4 If a member of staff requests that you stop filming or taking photographs, you must do so.
- 7.7.5 You must never post any content captured in Qmotion Sport & Fitness Centre on any social media platform with other identifiable people in them, without gaining consent from the person concerned that they are happy for it to be displayed on social media.

8. Storage of Personal Belongings

8.1 Your personal Belongings

- 8.1.1 You bring all personal belongings to Qmotion at your own risk. We cannot accept liability for loss or damage to members or members guest's 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.

8.2 Lockers

- 8.2.1 Qmotion provides lockers for the storage of personal items and uses all reasonable efforts to provide a secure environment. We cannot eliminate entirely the risk of theft, damage or loss of members personal possessions.

- 8.2.2 Lockers should not be used to hold any valuable personal belongings, items of a sensitive nature, and banned substances such as illegal drugs/equipment. Should we feel that the locker is being used in breach of our terms and conditions, we reserve the right to search the lockers in the member's presence at any time.
- 8.2.3 Items cannot be left in the lockers overnight. In these cases, Qmotion will cut the padlock and remove the items, and a £10 fine will need to be paid by the user to retrieve said items.
- 8.2.4 Any items removed from lockers will be kept at Qmotion reception for 30 days. After 30 days has elapsed, uncollected belongings will be handed in to QMUL security.
- 8.2.5 Qmotion is not liable for the loss or theft of any items which have been removed by us from lockers.
- 8.2.6 Personal belongings cannot be left in areas of the gym other than in the provided lockers.

8.3 Private Lockers

- 8.3.1 Qmotion has a limited number of private lockers which are only available to current Qmotion members. Members use the lockers at their own risk, and Qmotion cannot accept any responsibility for lost belongings.
- 8.3.2 Private Locker subscriptions are considered a membership, and so are applicable to the membership terms and conditions as set out in this document.
- 8.3.3 Private Lockers can only be used within the membership restrictions of the user and cannot be accessed if the facility is closed.
- 8.3.4 Private hire lockers are renewed automatically through a direct debit. If wishing to cancel a private hire locker, then this must be done according to

our direct debit policy. See section 5.3 for information on this policy.

- 8.3.5 Members must note the expiry date of their private hire locker and renew or remove their belongings on time. Use of a private hire Locker without a valid contract may result in the padlock being cut, the belongings being removed and a fee of £10 being charged to the user to retrieve the belongings.
- 8.3.6 Any items removed from private lockers will be kept at Qmotion for 30 days. After 30 days has elapsed, the belongings will be handed in to QMUL security.
- 8.3.7 Qmotion is not liable for the loss or theft of any items which have been removed by us from lockers due to breach of these terms and conditions.

8.4 Lost Property

- 8.4.1 Lost property that is handed into Qmotion is stored at Qmotion reception for 30 days.
- 8.4.2 When collecting lost property, the user must provide their name and a description of the missing item. If we reasonably believe the item to not belong to you, then you may be refused the item until you can prove your ownership of it.
- 8.4.3 After 30 days has elapsed, uncollected lost property will be disposed of or donated to local charities.
- 8.4.4 Any lost property that is deemed valuable will be kept in a safe for 30 days, and then handed in to QMUL security. What is deemed valuable is completely and totally at the discretion of Qmotion.

9. Complaints and Feedback

- 9.1 If you have a complaint, you should first tell a member of the team at the

facility. If you are dissatisfied with their response, you should then ask to speak to the Duty Manager on-site. If you are still dissatisfied with the way your complaint has been handled, you should send a formal email outlining your complaint and clearly state that you wish for the email to be forwarded to the relevant manager. The relevant manager will endeavour to respond to you within 3 working days, though this may not always be possible.

- 9.2 If you would like to provide feedback, you can do so verbally by speaking to any member of the team on site, over email, or by filling a feedback form at reception. Not all feedback will be responded to.

10. Conduct

10.1 Code of Conduct

10.1.1 We operate a strict code of conduct which applies to all users within the facility.

10.1.2 You must respect staff and other users, of the facility at all times. Respect includes but is not limited to:

- Treating them with dignity
- Respecting their rights
- Treating them fairly
- Being mindful when voicing your own views or opinions
- Respecting their authority

10.1.3 You must not use rude, abusive, or offensive language. Racism, homophobia, sexism, classism, and ableism will not be tolerated under any circumstances.

10.1.4 Sexual abuse or harassment will not be tolerated under any circumstances.

10.1.5 You must not threaten others or use the facilities to incite hatred or promote your religious beliefs.

10.1.6 You must not use photo or video technology in any area of the facility in

which users other than yourself will be visible in the footage, unless you have the expressed consent of staff and the users around you.

10.2 Misconduct Policy

10.2.1 At our discretion we may conduct an investigation into any allegations of user misconduct by staff or other users of the facility. In this case, you will be informed via writing, the reason for the investigation and asked to provide us with reasonable assistance to investigate this matter. Your membership may be suspended during the investigation.

10.2.2 Following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action which may include one or more of the steps set out in the paragraphs 10.2.3. And 10.2.4 below.

10.2.3 In situations where no action is required you will be informed, via email, that no further action will be taken. If informal action is deemed appropriate you will receive an informal warning, via email.

10.2.4 If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that you are in breach of these terms and conditions we reserve the right to take one or more of the following steps, which are in addition to any other legal rights we may have: (a) Provide you with a first written warning which will remain active for a minimum of six months; (b) Provide you with a final written warning which will remain active for a minimum of 12 months; (c) Exclude you from prescribed services and facilities for a period of up to 12 months; (d) Suspend you from full use of the facilities for a period up to 12 months; (e) Terminate your membership without refund and permanently expel you from the facilities.

10.2.5 If we have reasonable grounds to believe you have committed (at our discretion) gross or serious misconduct we reserve the right to take one or more of the steps set out in paragraph 10.2.4, which are in addition to our legal rights, without undertaking investigation.

11. Privacy and Data Protection

11.1 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.

11.2 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 or day pass at reception or online
- When you take part in a competition, prize draw, survey, or provide 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 appointment
- When you sign up to the Qmotion events

11.3 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

11.4 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.

11.5 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
- Informing members about matters relating to the gym service
- Changes to our Terms & Conditions
- Crime
- Informing you of our member's satisfaction surveys

11.6 We will not send out any marketing without your due consent when we collect your contact details, and your personal information will not be shared, sold, traded, or rented to individuals or other parties.

11.7 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.

- 11.8 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.
- 11.9 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.
- 11.10 We currently keep personal information on our reception computer system called Gladstone. This is 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.
- 11.11 In the instance that there are paper copies of personal information, such as membership forms or direct debit mandates, the information and papier copies are shredded and disposed of after completion as we operate a paperless system.
- 11.12 You have the right to view 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

12. Use of our Website

- 12.1 By using the QMSU website, you agree to the terms of this Privacy Policy.
- 12.2 **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.
- 12.3 **We collect personal information from you in the following instances:**
- If you register to the site, we will record your contact information, username 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 Protx, 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 Protx, 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.
- If you download software from the site, we will record your contact information, your additional details and intended use of the software.

12.3 **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.

12.4 **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 use your email address to notify you of products or services that may interest you, such as events or other items of interest, in addition we may notify you of recent updates to our site, or to provide you with latest news notifications. You may opt-out from receiving promotional or marketing emails by notifying us at the address specified at the bottom of any unwanted email. 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.

12.5 **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. However, we may need to provide your Personal Information to third parties to charge your credit card or deliver specific services to you such as support services or shipping. These third parties are required not to use your Personal Information other than to provide the services requested. Although we currently do not share your Personal

Information with our affiliates, subsidiaries, joint ventures, or other companies under a common control (collectively, "Affiliates"), we may do so in the future. If we decide to share some or all of your Personal Information with any of these affiliates, we will require such affiliates to honour this Privacy Policy. If assets are acquired by another company, that company will possess the Personal Information collected by us and it will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy. 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.

12.6 **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. For example, to change your Personal Information, log in as usual and select the "Update My Details" link found on the top left side of the site.

12.7 **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.

12.8 **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 do not apply to these outside websites.

12.9 **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 this page. If you object to any such changes, you must cease using the site. Continued use of the site 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.

Appendix 1: Table of Rooms Available For Facility Bookings

| Facility | Maximum Capacity | Equipment available with booking | Equipment available for additional hire or purchase |
|--------------------|-------------------------|---|--|
| Mind & Body Studio | 25 | Stereo | N/A |
| Active Studio | 20 | Stereo Disco Lights | N/A |
| Sports Hall | 200 | Badminton Net, Basketballs | Badminton Racquets |
| Squash Court | 4 | N/A | Squash Racquets Squash Balls |

The capacities and equipment outlined in this table are subject to change at any time, at the sole discretion of Qmotion.