## QUEER GYM TERMS & CONDITIONS

## **Group Classes Terms and Conditions**

- 1. You can cancel a workout free of charge up to 12 hours before the session. If you cancel less than 12 hours prior, unfortunately, you won't get your credit back.
- 2. Our all-inclusive membership allows unlimited class bookings, but clients must notify us if unable to attend. Failure to do so may lead to a temporary booking suspension after three consecutive missed classes, ensuring fairness and optimal class availability for all members
- 3. If the trainer must cancel a Session, he/she/they will do so, by phone, with at least twelve (8) hours notice or Client will receive a complimentary Session for his/her/their inconvenience. This complimentary Session must be used within thirty (30) days of the date of the canceled Session. After thirty (30) days, the offer of a complimentary Session will expire. If 2 or less people have signed up for a class that starts in 2 hours, we will cancel the class without compensation. 3. Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with the trainer.
- 4. The expiration policy requires completion of all group training sessions within 90 days from the date of the contract. Training sessions are void after this time period. Unless other arrangements have been previously made with the trainer.
- 5. With the agreement between the customer and Queer Gym, Queer Gym will state when and how the amount is to be paid. Advance payment is required to run the sessions. Payments made are non-refundable. The specific release of liability, approval and consent of this agreement shall be valid indefinitely. No refunds will be given for sessions that have not been completed.
- 6. Queer Gym has the right and authority to terminate the program or session at any time without any refund if the customer does not follow the program or does not behave in an appropriate manner.
- 7. The participant declares that he/she/they are healthy and physically able to follow the instructions of the trainer without harm to their health. In case of doubt, the customer must consult their doctor before signing the agreement with Queer Gym. During the term of the agreement, the customer is also obliged to report pain(s), discomfort, abnormal fatigue and/or changes in physical condition to Queer Gym before, during and after the training. The client acknowledge(s) that the immediate reporting of any unusual sensations during the sessions is extremely important and that he/she/they are solely responsible for disclosing such information, regardless of what is requested by the Trainer.
- 8. Queer Gym is obliged to observe strict confidentiality with regard to information received from and about the customer. The customer's personal data is strictly confidential and is only used for Queer Gym's administrative purposes. Relevant data will never be made available to third parties for commercial purposes.

## **Open Gym Terms and Conditions:**

- 1. \*\*Membership Usage:\*\*
  - The Member agrees to abide by the Gym's operating hours and rules.
- The Member acknowledges that the Gym reserves the right to modify operating hours as needed, with notice provided.
- 2. \*\*Code of Conduct:\*\*
- The Member agrees to respect fellow members, staff, and the Gym's inclusive and welcoming environment.
  - Harassment, discrimination, or any form of disrespectful behavior will not be tolerated.
- 3. \*\*Membership Fees:\*\*
- The Member agrees to pay the membership fee of the membership package they use as outlined in the membership plan selected.
  - Payments are due on the specified date of each month.
- 4. \*\*Payment Method:\*\*
  - The Member agrees to provide valid payment information for automatic monthly deductions.
  - Failed payments may result in a suspension of membership until payment is resolved.
- 5. \*\*Towel and Cleanliness Policy:\*\*
  - The Member is required to bring their own towel to use during workouts.
  - The Member agrees to clean equipment after each use, using provided cleaning materials.

- 6. \*\*Membership Termination:\*\*
  - Open Gym Standard Classic
- The Member acknowledges that this is an ongoing membership for one full month and agrees this agreement is non-cancelable during the fixed term. The Client is obligated to fulfill the one-month commitment and make all scheduled payments, regardless of any circumstances that may arise.
- Requests for modification or termination must be submitted in writing to the Gym, explaining the circumstances and providing any necessary documentation to support the request. The Gym reserves the right to assess each situation individually and, at its discretion, may consider making reasonable adjustments to the training arrangement or terminating the contract.
- Upon the conclusion of the initial one month term, this agreement will automatically renew on a month-to-month basis unless either party provides written notice of termination at least one month prior to the expiration of the initial term.
- The Gym reserves the right to terminate membership for violations of rules or misconduct.
- Open Gym Standard Premium OR Open Gym Inclusive
- The Member acknowledges that this is an ongoing membership for a year and agrees this agreement is non-cancelable during the fixed term. The Client is obligated to fulfill the one-year commitment and make all scheduled payments, regardless of any circumstances that may arise.
- Requests for modification or termination must be submitted in writing to the Gym, explaining the circumstances and providing any necessary documentation to support the request. The Gym reserves the right to assess each situation individually and, at its discretion, may consider making reasonable adjustments to the training arrangement or terminating the contract.
- Upon the conclusion of the initial one year term, this agreement will automatically renew on a month-to-month basis unless either party provides written notice of termination at least one month prior to the expiration of the initial term.
  - The Gym reserves the right to terminate membership for violations of rules or misconduct.

- 7. \*\*Health and Safety:\*\*
  - The Member confirms they are in good physical condition to engage in exercise.
  - It is recommended to consult a physician before starting any fitness program.
- 8. \*\*Liability and Waiver:\*\*
- The Member acknowledges and assumes all risks associated with using Gym facilities and equipment.
  - The Gym and its staff are not liable for any injuries or accidents that may occur.
- 9. \*\*Personal Belongings:\*\*
- The Gym is not responsible for lost or stolen personal items. Members are advised to secure belongings properly.

## **Personal Training Terms and Conditions**

- 1. You can cancel a workout free of charge up to 24 hours before the session. If you cancel less than 24 hours prior, unfortunately, you won't get your credit back.
- 2. If the trainer must cancel a Session, he/she/they will do so, by phone, with at least twelve (12) hours notice or Client will receive a complimentary Session for his/her/their inconvenience. This complimentary Session must be used within thirty (30) days of the date of the canceled Session. After thirty (30) days, the offer of a complimentary Session will expire.
- 3. Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with the trainer.
- 4. One session equals one credit. Credits will be added to your account after the payment and must be used within the payment month. Credits can not be transferred to the next month unless other arrangements have been made with the trainer.
- 5. Exceptions on the expiration policy (art. 4 and 5) can be made for the following reasons

For medical reasons occuring during the subscription period, the client can, with a doctor's note, extend their 6 month program without losing their credits.

The client can take a break to go on holiday or for other personal reasons, once during the 6 months for a minimum of one week and a maximum of one month without losing their credits, if they inform their trainer one month in advance.

6. With the agreement between the customer and Queer Gym, Queer Gym will state when and how the amount is to be paid. Advance payment is required to ensure we can add credits to your account. Payments made are non-refundable. The specific release of liability, approval and consent of this agreement shall be valid indefinitely. No refunds will be given for sessions that have not been completed.

- 7. Queer Gym has the right and authority to terminate the program or session at any time without any refund if the customer does not follow the program or does not behave in an appropriate manner.
- 8. If the client wishes to not continue the personal training after the 6 month period, they must inform the trainer one month in advance. Otherwise the monthly payments will continue to be charged automatically for another month.
- 9. The participant declares that he/she/they are healthy and physically able to follow the instructions of the trainer without harm to their health. In case of doubt, the customer must consult their doctor before signing the agreement with Queer Gym. During the term of the agreement, the customer is also obliged to report pain(s), discomfort, abnormal fatigue and/or changes in physical condition to Queer Gym before, during and after the training. The client acknowledges that the immediate reporting of any unusual sensations during the sessions is extremely important and that he/she/they are solely responsible for disclosing such information, regardless of what is requested by the Personal Trainer.
- 10. Queer Gym is obliged to observe strict confidentiality with regard to information received from and about the customer. The customer's personal data is strictly confidential and is only used for Queer Gym's administrative purposes. Relevant data will never be made available to third parties for commercial purposes.

<sup>\*</sup>All payments are conveniently processed automatically via the Glofox app. By signing up, clients agree to the above terms and conditions and authorize payment collection to Queer Gym's bank account number: BE51 0019 5697 1562