



User Terms and Conditions

Go! Health UK User Terms and Conditions

Everybody who gets introduced to Go! Health Clubs is subject to these General Terms and Conditions. This includes, Members, guests, visitors, individuals attending a trial, day-pass holders or similar. These terms outline the agreements we make to provide our services.

Go! Health Clubs: Go! Health Clubs in the UK is operated by Prime Health, Wellbeing and Fitness under licence from The company Go! Health United B.V., registered with the Dutch Chamber of Commerce (KvK) in Rotterdam under number 69946760 (“we”, “us”, “our”, “**Prime Health, Wellbeing and Fitness**”).

For the avoidance of doubt, any trial of the Club Facilities and/or membership, or any one-off purchase for days and/or courses with access to the Club Facilities shall be subject to these terms and conditions.

Entry to and use of the Club Facilities is subject to our sole discretion. All **Members** (being individuals who have a valid membership, as determined by us), visitors, guests, non-members, course participants, day-pass holders or otherwise must complete and submit to us a suitable health screening questionnaire. When submitting a health screening questionnaire, you warrant that all health information provided is complete, accurate and current. You must immediately notify us of any changes to your health status. Failure to disclose relevant health information may result in immediate resulting incidents. Our health screening forms part of these terms and your completion constitutes agreement to all health-related provisions.

Paying For Your Membership

Prices quoted on our website and elsewhere are in UK Pounds Sterling and are inclusive of VAT at the standard rate of 20%.

On purchases of all membership types, your initial payment covers all joining costs and administration. It also issues you with a membership ID number, and includes your EGYM wristband (if applicable), allowing you easy entry to your selected club (“**Club Facilities**”). All memberships include one health consultation. Memberships which include EGYM will receive a fitness consultation, assessment and an induction to the EGYM circuit with a trained in-house coach. All memberships commence on the date selected upon joining.

There are two membership options and two ways to pay:

1) Prepaid Memberships

These memberships must all be paid for in advance, as part of your online membership application, by a one-off credit or debit card payment only. If you decide to cease using your membership before the end of the fixed contract, no refund is due but you may be able to transfer to a non-member depending on individual circumstances (without any guarantee thereof and at all times subject to our sole discretion). The ability to transfer a membership is only available in the



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event of the original member having written medical confirmation (from a licensed medical professional) that they cannot exercise for more than 3 months.

2) Monthly membership - paid via Direct Debit

On applying for membership and depending on the date your membership becomes active, you may be required to make an initial payment for your first month's membership subscription.

For this type of membership, as part of your online application, you must register your bank details, to set up a direct debit instruction, so that we can collect your recurring monthly subscriptions.

Please note - Not all bank accounts support Direct Debits (for example, non-UK accounts and some savings accounts). Neither Prime Health, Wellbeing and Fitness, nor its affiliates, are responsible for any refunds should your account fail to support a direct debit instruction. Please check that your account is of a type that enables you to pay by direct debit before you submit your joining application.

Collection Dates. Prime Health, Wellbeing and Fitness (or an affiliate thereof) collects Members' direct debit payments on two dates each month - the 1st and 15th. The only exception to the collection dates is where a person who has joined on a pre-opening offer where your collection will be on the date of the venue opening. Your collection date is determined upon joining and cannot be changed once in place.

Collection dates may vary when such designated collection date falls on a weekend or a Bank Holiday, in which case we will collect your subscription on the next available day when banks are open. Prime Health, Wellbeing and Fitness does not guarantee that the collection dates will always fall on the same date each month. Prime Health, Wellbeing and Fitness are not responsible for any fees incurred if collection dates vary - it is the relevant Member's responsibility to ensure that the required funds are available in their account in advance of the collection date or risk the payment defaulting. If a subscription payment is not fulfilled, the payment will need to be paid in person or over the phone at the Club Facilities within 5 working days (defined as any day other than a Saturday, Sunday, or public holiday, on which banks are open in the City of London).

On receipt of your membership application and the completion of a direct debit mandate, you will receive an email confirming to you of the date of your next and future recurring monthly payments. Please allow some deviation/leeway for weekends and bank holidays. Sometimes these emails are stopped from reaching your Inbox by anti-virus software or Spam filters you may have installed on your computer, account or mobile device. Prime Health, Wellbeing and Fitness cannot be held responsible for the non-receipt of these emails. Copies of your paperwork are also available to download from the designated member area.

Prime Health, Wellbeing and Fitness reserves the right to change its fees at any time for any reason and undertakes to advise Members of this via email, giving 10 working days' notice. Continued use of Club Facilities after the notice period constitutes acceptance of the new fees.



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Failure to pay your membership fees may result in cancellation of your membership.

Joining and Managing Your Membership

To offer our Members flexibility, we operate an automated system for Members to manage their own membership accounts:

- Members and Non Members are required to join/register online and complete all required fields, such as name, address, current valid email address and date of birth correctly.
- Members are required to complete the Medical Questionnaire.
- Members are required to select their chosen club from the drop-down list on the membership application form. Please note, all our clubs operate independently and some are franchises, so each of our clubs have their own database. The software does not permit Members to use more than one of our clubs, unless they are paying for separate memberships at each of them. Should you choose the wrong club, you will be required to apply for a refund (which may be provided in our sole discretion) and start the joining process again.
- You consent to our reasonable processing of your data, which may include sharing with emergency services or otherwise as may be permissible under applicable laws.
- Members can choose the type of membership required - for example, One-Year pre-paid, Monthly membership payable by Direct Debit etc.
- Members are required to ensure that there are sufficient funds in their bank account to enable the collection of their monthly subscription payment on the chosen due date (which may vary slightly because of weekends and Bank Holidays).
- Members paying monthly via Direct Debit, will automatically renew their membership on a rolling monthly basis. To cancel your membership please follow the cancellation process noted below in the section entitled Cancelling Your Membership. **DO NOT CANCEL YOUR DIRECT DEBIT – THIS DOES NOT CANCEL YOUR MEMBERSHIP.**
- Members that change banking provider are required to transfer their Direct Debit mandate to their new bank in a timely manner ensuring collection of the monthly subscription remains uninterrupted on the due date. Please note, if we are unable to collect your monthly subscription payment by Direct Debit your membership will go into arrears, and the payment will need to be paid in person or over the phone at the Club Facilities within 5 working days. A reattempted collection of the direct debit may also be made if the payment is not received prior. If the transfer of the direct debit to the new account has also failed, you will be required to set up a new direct debit.
- If a Member is unable to make use of the Club Facilities, in our sole discretion the member maybe able to suspend their membership for one continuous period of at least 30 days and a maximum of 6 months (in any 12 month period). Written notice must be given to the us (or where available, via the online 'freeze' function within the Members area on the website). We shall have the right to request a valid doctor's certificate. A reduced monthly fee may be charged by us during the suspension of membership. Any suspension during the **Commitment Period** of the membership will extend the length of the Commitment Period by the length of the period your membership is put on hold. PLEASE NOTE: SUSPENDING YOUR MEMBERSHIP IN THE LAST MONTH OF A CONTRACTED PERIOD DOES NOT NEGATE THE FINAL PAYMENT BUT DELAYS IT UNTIL THE SUSPENSION HAS ENDED.
- If a payment is made using another person's bank account or credit/debit card, please ensure that you have their permission to do so and such payment is lawful.
- Members applying for a refund where the original payment was made using a credit/debit card in someone else's name will need to advise us, to refund the correct account.



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- Payments for refunds will only be made due to a legitimate error - for example multiple membership applications - within a period of three months of the payment being made.
- Membership payments are required to be paid on time for the contracted term whether or not the member has chosen to use the Club Facilities or not.

Many questions are answered on our website via our chat section. When alerting us to specific queries and problems via email, members should quote their name, membership ID number (if known), and direct their mail to working@gohealthclubs.co.uk

Cancelling your membership

Under the Distance Selling Regulations, providing Members have not used the Club Facilities, Members have the right to apply to cancel their membership within 14 days of their join date (the cooling off period). In this case, the initial payment can be refunded to the account from which it was originally paid. Bank charges will not be refunded.

- Members are required to provide 30 days' notice to cancel their membership from their next scheduled payment date. Any payment due during that period will be the final payment. Membership will continue for the remaining period until it is cancelled on the final day. For example – if a membership payment is paid on the 15th of the month; and written notice was provided on 25th July; then the payment on 15th August will be the last and the Club Facilities can be utilised up until and including 14th September.
- Memberships cannot be cancelled during the commitment period.
- Exceptions can be made if any of the following criteria are met and the request is made in writing accompanied by the appropriate documentary evidence. 1 Relocation: This agreement can be cancelled in the event that the new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address. 2 Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a medical doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided. 3 Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood. 4 Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received in writing by us. The date of cancellation is then taken from the date of the proof being provided and the standard 30 day notice period will become active.
- Stopping paying your fees is not the same as giving notice. If a Direct Debit is cancelled without the cancellation process being adhered to you are still obligated to pay the fees. Prime Health, Wellbeing and Fitness reserve the right to refer any missed payments to a debt collection agency. Prime Health, Wellbeing and Fitness, or our agents, may charge a fee for missed payments and/or letters sent to you in respect of unpaid amounts.

Health Commitment Statement



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Our commitment to Members

1. We will respect your personal decisions about what exercises you carry out, but your health and safety will always be considered.
2. We will use commercially reasonable efforts to ensure that our equipment and Club Facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to ensure that our staff are qualified and competent.
4. If you tell us that you have a disability that puts you at a substantial disadvantage in accessing our equipment and Club Facilities, please let us know and we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities or current physical state.
2. If you know or are concerned that you have a medical condition, which may interfere with you exercising safely, you will inform us and you should get advice from a relevant medical professional and follow that advice before you use our equipment and Club Facilities.
3. 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.
4. 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.
5. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.
6. You should use all the safety features provided and follow all safety instructions when using Club Facilities' equipment.

Exercise and fitness activities carry inherent risks. You acknowledge these risks and confirm you participate voluntarily and at your own risk

Member Code of Conduct

This code of conduct forms part of the terms and conditions of membership. We want to ensure each visit to one of our clubs is an enjoyable experience, whilst maintaining the highest levels of health and safety for all our Members, visitors and employees. Failure to abide by this code may result in the



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Member being asked to leave the Club Facilities or any premises relating thereto. Furthermore, we may immediately cancel your membership (without any liability, penalty or charge on our part) if you fail to abide by the above or if you otherwise breach these terms and conditions and in such event you will not be entitled to a refund.

You will not:

- actively use a mobile phone or other electronic gadget whilst exercising or using our wellness Club Facilities for health and safety reasons. The making or receiving calls is not permitted.
- take photographs or videos on the premises or post remarks or imagery to the internet that could identify another Member.
- bring food or drink, whether alcoholic or otherwise, into the premises of the Club Facilities, except water carried in a shatterproof drink container or bottle.
- smoke on the club premises.
- illegally bet, gamble or game.
- get drunk, intoxicated or inebriated (whether by drink or drugs).
- Bring, use or sell drugs of any kind.
- offer the sale of goods or services.
- move, alter, modify or use gym equipment in a manner other than that for which it was intended.
- Use any equipment in any dangerous or harmful manner.
- leave out portable equipment on the club floor; please use the storage racks.
- shout, use foul, harmful, intimidating, vindictive, or abusive language or behave in a threatening or intimidating manner towards other Members, visitors or staff.

We ask you to:

- inform reception staff of any changes to your health, which may affect your ability to exercise
- abide by staff instructions and or guidance of the Club Facilities related to health and safety issues
- wipe perspiration and any other marks from equipment after use
- Only use the Cardio equipment as part of the EGYM circuit
- respect other members, visitors and staff
- use equipment in a careful, diligent, safe and respectful way.
- wear clean attire and footwear that is suitable for exercise activities
- report any damage to any equipment.

We welcome your feedback on concerns and complaints.

Entry into the Club Facilities

Membership Access, in the form of EGYM wristband or door code will be issued to all members upon joining the Club Facilities and is used to gain entry to the Club Facilities. Membership Access is not transferable. Any member allowing their access to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle us to terminate membership without notice and without return of any prepaid membership charges. If membership access is lost via the wristband, it should be reported to the Club Facilities who reserves the right to charge an administration fee for the provision of a replacement.



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- You must include a current and valid email address on your application. You will also need your email address to book each session via our app. Please advise us if your email address or home address changes and if your surname changes through marriage.
- Members must be aged 18 years old or over.
- 16 to 18 year olds (Junior Members) may join with written consent from their adult parent or guardian, which shall be provided to us.
- We reserve the right to refuse your application for membership or terminate it if you breach these terms and conditions.
- Opening hours and access, and the Club Facilities we provide as part of our membership offer, are subject to change.
- Memberships are non-refundable and cannot be downgraded.
- We are not legally obliged to compensate you for any service, facility or item of equipment that is unavailable for reasons of health and safety, or any wellness modality that is unavailable for reasons beyond our control. We will not be liable for any pause, change or restriction to your membership as a result of reasons beyond our control such as acts of God, natural disaster, strike or other force majeure event.
- We will not compensate you for loss, damage or personal injury, where no negligence on our part can be proven.
- Neither we, nor our affiliates, will accept any responsibility for loss, theft or damage to vehicles and their contents parked in in or around the Club Facilities or elsewhere on its premises. Vehicles must be parked in the marked areas only and must not block service roads or emergency exits. Vehicles may not be parked or left on our or any Club Facilities' premises overnight.
- By law, we do not have to pay you compensation for loss or damage you may suffer, unless we are in breach of a legal requirement.
- We will not compensate you if we have failed to carry out our duties due to a fault of your own, a third party not connected with providing our services under these terms and conditions and events that we could not have anticipated in advance, even if we had taken all reasonable care.
- Our liability for loss or damage not involving death, personal injury, or breach of statutory consumer rights is limited to: (a) The amount of membership fees paid in the 12 months preceding the claim, OR (b) £500, whichever is lower.
- We exclude liability for indirect, special and consequential losses to the maximum extent permitted by law.
- A Member shall not use any Club Facilities while suffering from any infectious or contagious illness or disease or from any physical ailment such as open cuts, abrasions, open sores or minor infections, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members. Members should also not attend if they are suffering from high temperature or experiencing any other COVID virus symptoms.
- SMS and email messages may be used to notify of cancellations and other news from time to time. If you wish to opt out of this service, standard mobile charges will apply.
- A telecommunications management service will in exceptional circumstances contact members and recently expired Members to evaluate the performance of the membership agreement on behalf of Prime Health, Wellbeing and Fitness t/a Go! Health for our research purposes.
- From time to time coaches / the relevant club manager / or an employed professional photographer will take photographs or video clips of Members/guests in the Club Facilities. If you do not wish to appear in any of the images captured please tell us so that we can take appropriate steps to ensure you are not included, otherwise you permit such photography and videography. The photographs/video clips will be used for providing feedback to Members and



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may be used on social media and for use on instructors' or our company website and promotional material.

- CCTV may be in operation at Clube Facilities for safety.
- If any provision of these terms and conditions is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or removed entirely if modification is impossible. The remainder of these terms and conditions continues in full effect.
- These terms and conditions are governed by English law.

Booking & Cancelling Sessions

- Prime Health, Wellbeing and Fitness aims to make a wide variety of wellness and movement modalities available to all Members on a fair basis and these can be booked and cancelled via the Member App. Depending upon the tier of membership, most modalities are free - i.e. the cost is included in the membership subscription. You can pay for extra modalities above your included sessions at the Club Facilities or via our website.
- Bookings can be made up to 5 days in advance and in the event of a cancellation, you must give at least 5 hours notice to cancel their place to allow anyone of the waiting list the opportunity to organise themselves to attend.

A penalty of £10 may be imposed for Members regularly failing to cancel a session they have booked but decide not to/are unable to attend (a three strike rule, from the 3rd missed booking, a fee will be paid for each one after moving forward). Additionally, Members who do not attend sessions, which they have booked but failed to cancel, may have their online booking privilege withdrawn automatically. Members will receive an email advising them that they cannot book sessions until they have paid the £10 penalty, payable by credit/debit card at the Club Facilities. Once the fine has been paid, the online booking facility will be automatically reinstated, and the Member will receive a short email to confirm this.

Members who have booked a session are requested to turn up suitable prepared to commence 5 minutes before the start of such session.

People arriving late for sessions may be turned away and prevented from attending. This is partly because the session may have been filled by people on the waiting list.

Non-Member User Policy

- Some elements of Go! Health are available to use on a "Credit System" available to purchase in advance of any sessions
- Non-members must still register on our membership system and complete a medical questionnaire as if a Member with a regular payment method.
- Credits are redeemed by booking a session on their preferred modality via the Go Health app. The correct amount of credits will be deducted from the total held on your account. If you do not hold enough credits, a purchase to top them up will need to be made in order to complete your booking
- Bookings can be made up to 5 days in advance and in the event of a cancellation, we must be given at least 5 hours notice to cancel the place to allow the slot to be sold or booked by a Member. If the slot is not filled, then the credits will be lost.



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- At Go! Health's sole discretion, some days may have times or period whereby the Clubs Facilities are not available for the use by Non-Members

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