

## THESE TERMS

## YOUR RIGHTS TO MAKE CHANGES

**What these terms cover.** These are the terms If you wish to request a change to the services and conditions on which we supply gym, tuition, please contact us. We will let you know if the classes and related services (“**services**”) to your change is possible. Given the services are gym, child or another student, including yourself, that tuition, classes and related services, often, you may enrol in the gym, tuition and/or classes changes are not possible. If a change is possible

(“**you**” or “**Student(s)**” or “**Member(s)**”). we will let you know about any changes to the price of the services, their timing or anything else

**Why you should read them.** Please read these which would be necessary as a result of your terms carefully before you submit your signed requested change and ask you to confirm you Member Agreement / contract to us (“**contract**”). wish to go ahead with the change. These terms tell you who we are, how we will

provide the services to you, how you and we may **OUR RIGHTS TO MAKE CHANGES** change or end the contract, what to do if there is a **Minor changes to the services**. We may change problem and other important information. If you the services: to reflect changes in relevant laws think that there is a mistake in these terms, please and regulatory requirements; and to implement contact us to discuss. minor technical adjustments and improvements, for example to address a security threat. These **INFORMATION ABOUT US AND HOW TO** changes will not affect your use of the services.

## CONTACT US

**Who we are.** We are My Gym Wallington, a **More significant changes to the services and** trading name of ZIZAH Ltd., a company registered **these terms**. In addition, we may make significant in England and Wales with company number changes to the services, but if we do so we will 10624195 and registered address of 56 Great notify you and you may then contact us to end Woodcote Park, Purley, CR8 3QR. Our contact your Member Agreement and receive a full refund address is My Gym, 4 Melbourne Road, before the changes take effect: Wallington, SM6 8SY. (“**My Gym**”, “**we**”, or “**us**”). **PROVIDING THE SERVICES** **When we will provide the services.** We will

**How to contact us.** You can contact us by supply the services to you in the manner and at telephoning us on 020 8669 8510, or emailing the times and schedules set out by MY GYM and wallington@mygym.com. notified to you, from time to time with it being confirmed that each of the Services has a set

**How we may contact you.** If we have to contact class time per week with your being booked in to you we will do so by telephone or by writing to you each specific class at which the Services are at the email address or postal address you provided, in advance. Alternative bookings for provided to us in your order. alternative classes at which the Services are provided, are subject to our discretion only and

**"Writing" includes emails.** When we use the depend purely on availability.

words "writing" or "written" in these terms, this

includes emails. **We are not responsible for delays outside our control.** If our performance of the services is

## OUR CONTRACT WITH YOU

affected by an event outside our control then we

**How we will accept your member application.** will contact you as soon as possible to let you Our acceptance of your member application will know and we will take steps to minimise the effect take place when we tell you that we are able to of the delay. Provided we do this we will not be provide you with the services, at which point a liable for delays caused by the event but if there is contract will come into existence between you and a risk of substantial delay you may contact us to us. end the contract and receive a refund for any services you have paid for but not received.

**If we cannot accept your order.** If we are unable

to accept your member application, we will inform **What will happen if you do not provide** you of this in writing and will not charge you for **required information to us**. We will need certain the services. This might be, but is not limited to, information from you so that we can provide the because of unexpected limits on our resources services to you, such information to be provided which we could not reasonably plan for, or at the time of you submitting your Member because we have identified an error in the price or Agreement, for example, health issues, allergies description of the services. or any other related issues as well as payment details and personal informaiton. If you do not, within a reasonable time of us asking for it,

provide us with this information, or you provide us may contact us at any time to end the contract for with incomplete or incorrect information, we may the services, but in some circumstances we may either end the contract or make an additional charge you certain sums for doing so, as charge of a reasonable

sum to compensate us for described below as well as a minimum £10 admin any extra work that is required as a result. We will fee applied for all work conducted by us in not be responsible for providing the services late processing such request(s). Should you terminate or not providing any part of them if this is caused or cancel before the services have been provided, by you not giving us the information we need a full refund will be offered, with the remaining within a reasonable time of us asking for it. provisions of this agreement applying should you look to terminate or cancel at any point after the

**Reasons we may suspend the services.** We services have commenced.

may have to suspend the services to: deal with technical problems or make minor technical **What happens if you have good reason for** changes; or update the services to reflect **ending the contract.**

If you are ending the changes in relevant laws and regulatory contract for a reason set out at (a) to (e) below the requirements. contract will end immediately and we will refund you in full for any services which have not been **Your rights if we suspend the services.** We will provided or have not been properly provided. The contact you in advance to tell you we will be relevant reasons are:

suspending the services, unless the problem is (a) urgent or an emergency. If we have to suspend the services you will be entitled to a make up on the same terms as set out above, with there being (b) no adjustment to the price of the services in any respect. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of (c) more than 6 weeks and we will refund any sums you have paid in advance for services not provided to you.

(d)

we have told you about an upcoming change to the services or these terms which you do not agree to; we have told you about an error in the price or description of the services you have requested pursuant to your Member Agreement and you do not wish to proceed; there is a risk the services may be significantly delayed because of events outside our control;

we suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than six (6) weeks; or you have a legal right to end the contract because of something we have done wrong.

**We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within 14 days of us reminding you (e) that payment is due, we may suspend supply of the services until you have paid us the

outstanding amounts. We will contact you to tell you we are suspending supply of the services. As **OUR RIGHTS TO END THE CONTRACT** well as suspending the services we can also **We may end the contract if you break it.** We charge you interest on your overdue payments at may end the contract at any time by writing to you the rate of 4% a year above the base lending rate if: you do not make any payment to us when it is of the Bank of England from time to time. This due and you still do not make payment within 14 interest shall accrue on a daily basis from the due days of us reminding you that payment is due; date until the date of actual payment of the you do not, within a reasonable time of us asking overdue amount, whether before or after for it, provide us with information that is necessary judgment. You must pay us interest together with for us to provide the services, or, you are in any overdue amount. breach of any of the remaining terms of your

Member Agreement.

You must at all times, comply with all of our

policies and procedures applicable to the services **You must compensate us if you break the** you are to receive, including but not limited to the **contract.** If we end the contract in the situations cancellation form, freeze agreement all other set out above we may deduct or charge you for a policies and procedures, copies of which are further 4-weeks-worth of classes to ensure the full available to you upon written request in writing to 4 weeks' notice entitlement as provided by you, My Gym at the address set out above. as well as reasonable compensation for the net costs we will incur as a result of your breaking the

**YOUR RIGHTS TO END THE CONTRACT** contract. **You can always end the contract before the services have been supplied and paid for.** You

**We may stop providing the services.** We may **We are not liable for business or other losses.** write to you to let you know that we are going to We only supply the Services for receipt at our stop providing the services. We will let you know gym location(s). If you then re-create or use the at least 8 weeks in advance of our stopping the services for any commercial, business or re-sale services and will refund

any sums you have paid purpose we will have no liability to you for any in advance for services which will not be provided. loss of profit, loss of business, business interruption, or loss of business opportunity.

## **IF THERE IS A PROBLEM WITH THE SERVICES HOW WE MAY USE YOUR PERSONAL**

**How to tell us about problems.** If you have any **INFORMATION** questions or complaints about the services, **How we will use your personal information.** please contact us. You can contact us by using We will use the personal information you provide the contact details stated above. Alternatively, to us to: provide the services; process your please speak to one of our staff. payment for such services; and if you agreed to this during the order process, to inform you about

**Summary of your legal rights.** See the box similar products that we provide, but you may stop below for a summary of your key legal rights in receiving these communications at any time by relation to the services. Nothing in these terms will contacting us. **We will only give your personal** affect your legal rights. This is a summary of your **information to third parties where the law** key legal rights. These are subject to certain **either requires or allows us to do so.**

exceptions. For detailed information please visit

the Citizens Advice website **OTHER IMPORTANT TERMS**

[www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. **We may transfer this agreement to someone** The Consumer Rights Act 2015 says: **else.** We may transfer our rights and obligations

- (a) you can ask us to repeat a service if it's not under these terms to another organisation. You carried out with reasonable care and skill, will not be permitted to transfer your rights and or get some money back if we can't. obligations under this agreement to anyone else.
- (b) if you haven't agreed a price beforehand, **Nobody else has any rights under this** what you're asked to pay must be **contract (except someone you pass your reasonable. guarantee on to).** This contract is between you (c) if you haven't agreed a time beforehand, it and us. No other person shall have any rights to must be carried out within a reasonable enforce any of its terms. time **If a court finds part of this contract illegal, the rest will continue in force.**

Each of the

**OUR RESPONSIBILITY FOR LOSS OR** paragraphs of these terms operates separately. If **DAMAGE SUFFERED BY YOU** any court or relevant authority decides that any of **We are responsible to you for foreseeable loss** them are unlawful, the remaining paragraphs will **and damage caused by us.** Subject to the remain in full force and effect.

remaining provisions of these terms, if we fail to **Even if we delay in enforcing this contract, we** comply with these terms, we are responsible for **can still enforce it later.** If we do not insist loss or damage you suffer that is a foreseeable immediately that you do anything you are required result of our breaking this contract or our failing to to do under these terms, or if we delay in taking use reasonable care and skill, but we are not steps against you in respect of your breaking this responsible for any loss or damage that is not contract that will not mean that you do not have to foreseeable as well as not being liable for any do those things or prevent us taking steps against loss or damage to your goods or personal items you at a later date.

or effects. Loss or damage is foreseeable if it is **Which laws apply to this contract and where** obvious that it will happen. **you may bring legal proceedings.** These terms are governed by English law and you can bring

**We do not exclude or limit in any way our** legal proceedings in respect of the services in the **liability to you where it would be unlawful to** English courts. If you live in Scotland you can **do so.** This includes liability for death or personal bring legal proceedings in respect of the services injury caused by our negligence only (not in either the Scottish or the English courts. If you including accidental or other personal injury live in Northern Ireland, you can bring legal suffered) or the negligence of our employees, proceedings in respect of the services in either agents or subcontractors; for fraud or fraudulent the Northern Irish or the English courts.

misrepresentation; for breach of your legal rights **Data Protection and GDPR.** The following in relation to the services including the right to definitions apply in this section: **"Data Protection** receive services which are as described and **Legislation"**; the UK Data Protection Legislation supplied with reasonable skill and care. and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy. **"GDPR"**; General Data

Protection Regulation ((EU) 2016/679). **"UK Data Protection Legislation"**; any data protection legislation from time to time in force

(c) in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Both parties will comply with all applicable (d) requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to My Gym) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK. The parties acknowledge that for the purposes of the Data Protection Legislation, the Member is the data controller and My Gym is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Without prejudice to the generality of this clause, the Member will ensure that it has all necessary appropriate consents and notices in place (e) to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to My Gym for the duration and purposes of the contract.

Without prejudice to the generality of this clause, My Gym shall, in relation to any Personal Data processed in connection with the performance by My Gym of its obligations under the contract:

- (a) process that Personal Data only on the written (f) instructions of the Member unless My Gym is required by Applicable Laws to otherwise (g) process that Personal Data. Where My Gym is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, My Gym shall promptly notify the Member of this (h) before performing the processing required by the Applicable Laws unless those Applicable

access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and

Laws prohibit My Gym from so notifying;

- (b) ensure that it has in place appropriate third-party processor of Personal Data under the technical and organisational measures, contract that it so wishes during the existence of the reviewed and approved by the Member, to contract. My Gym confirms that it has entered or (as protect against unauthorised or unlawful the case may be) will enter with the third-party processing of Personal Data and against processor into a written agreement substantially on accidental loss or destruction of, or damage that third party's standard terms of business. As to, Personal Data, appropriate to the harm between the Member and My Gym, My Gym shall that might result from the unauthorised or remain fully liable for all acts or omissions of any unlawful processing or accidental loss, third-party processor appointed by it pursuant to this destruction or damage and the nature of the clause. Either party may, at any time on not less data to be protected, having regard to the than 30 days' notice, revise this clause by replacing state of technological development and the it with any applicable controller to processor cost of implementing any measures (those standard clauses or similar terms (which shall apply measures may include, where appropriate, when replaced by attachment to the contract).

pseudonymising and encrypting Personal **Schedule 1 Processing, Personal Data & Data** Data, ensuring confidentiality, integrity, **Subjects**

availability and resilience of its systems and 1. Processing by the Provider services, ensuring that availability of and

1.1 Scope: parent (and additional carers) name, number, email, address, child's name, child allergies/special needs/important information, booking

organisational measures adopted by it); ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Member has been obtained and the following conditions are fulfilled:

- (i) the Member or My Gym has provided appropriate safeguards in relation to the transfer; (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies; (iii) My Gym complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; (iv) My Gym complies with reasonable instructions notified to it in advance by the Member with respect to the processing of the Personal Data;

assist the Member, at the Member's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; notify the Member without undue delay on becoming aware of a Personal Data breach; at the written direction of the Member, delete or return Personal Data and copies thereof to the Member on termination of the agreement unless required by Applicable Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with this clause.

The Member consents to My Gym appointing any

information, booking history, accident/incident records, payment details, payment history, correspondence, video CCTV cameras around the premises

1.2 Nature: (in order for My Gym to answer enquiries, book children into classes & events, allow kids into gym, know how many kids expected each day and related items)

1.3 Purpose of processing: Health & Safety, My Gym's insurance policy, in order to plan and provide the Services in full; CCTV is in operation for security, accident/incident follow up and for staff monitoring

1.4 Duration of the processing: 10 years, unless customers specifically requested to delete their information. CCTV footage is self deleted and recorded over automatically after a short period of time.

2. Types of personal data: parent (and additional carers) name, number, email, address, child's name, child allergies/special needs/important information, booking information, booking history, accident/incident records, payment details, payment history, correspondence, video footage

3. Categories of data subject: all customers of My Gym, including but not limited to, parents, children, instructors, teachers.