MEMBERSHIP TERMS & CONDITIONS

References to ‘you’, ‘your’ and ‘yours’, and after acceptance, the member, are references to the individual completing the membership application form. References to ‘we’, ‘us’ and ‘our’ are references to the Fit Republik Fitness Center referred to on this application form, operated by Fit Republik Fitness Center L.L.C., registered in the UAE, and whose registered office is at P O Box 126838, Dubai, UAE.

The “Fitness Center” means the Fit Republik Fitness Center of which you are a member. The “Fitness Center Rules” mean the operational rules procedures and guidelines applicable to the Fit Republik Fitness Center, as displayed on our “Website”, namely www.fitrepublik.com.

The “Membership Fee” means the Fitness Center membership fee for the Membership Type and Membership Term, payable either in cash or by credit card annually, or monthly in advance.

A “Prepaid Member” is a Fitness Center member who pays the Membership Fee in full in advance for the whole Membership Term.

“Monthly Charged Members” are Fitness Center members who pay the Membership Fee monthly, in advance for each month of the Membership Term.

All Fit Republik Fitness Centers operated by us have their own fitness center rules.

1. ACCEPTANCE OF MEMBERSHIP

1.1 All new memberships are subject to the approval of the management. The management reserves the right to reject an application for membership to the Fitness Center for any reason whatsoever, in their absolute discretion.

1.2 The decision to accept the application of a potential member shall be at the sole discretion of the management. The management reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the payment of all monies due to the Fitness Center.

1.3 The acceptance of an application for membership of the Fitness Center shall constitute a legally binding agreement between the member and the Fitness Center. The member hereby agrees also to be bound by these Terms and Conditions.

1.4 Memberships are personal to the member and are non-assignable, non-transferrable and non-refundable. In exceptional circumstances a transfer will be considered at the discretion of the management however an administration fee would be applicable. A membership cannot be transferred to another Fitness Center member.

1.5 Upon acceptance the member will be issued with a membership RFID bracelet (which shall remain the property of the Company) and the member shall be entitled to all the rights and privileges under the class of membership purchased.

1.6 The loss of a membership RFID bracelet will incur a charge determined by the management from time to time to replace it.

1.7 Membership RFID bracelets issued to all current members must be shown at reception to gain membership rights every time a visit is made to the Fitness Center, worn at all times while in the Fitness Center, and used to operate Access Points and Speed-Gates. Membership RFID bracelets may only be used by the registered member and any fraudulent use of the membership RFID bracelet by the
member, including the use of a membership RFID bracelet by a third party, could result in cancellation of the membership with no refund being made by the Fitness Center.

1.8 Fit Republik Fitness Center Management and Staff maintain the right to inspect Members’ RFID Bracelets via scanning, in order to verify valid membership status. Members are obliged to comply with requests to “scan – validate” their RFID Bracelets.

1.9 Any member wishing to enter the Fitness Center without a valid membership RFID bracelet will only be admitted at the absolute discretion of the management.

1.10 If the member is under 21 years of age, the Parent/Guardian must sign the Fit Republik Fitness Center Membership Application before the commencement of the membership and the Parent/Guardian will be liable for payment.

2. PHYSICAL HEALTH OF MEMBER

2.1 The member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

2.2 The member shall not use any Fitness Center facilities whilst suffering from any infections or contagious illness, disease or other ailment such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.

2.3 Before using the Fitness Center, the member must first complete an introductory pre-exercise questionnaire and sign the Getting Started Declaration.

2.4 If a member is taking medication and is aware of a condition that may affect them taking part in exercise a doctor’s letter would be needed.

3. MEMBERSHIP DURATION

3.1 The “Membership Term” is the period of months specified on the membership application form, in the case of Prepaid Members, commencing on the day following receipt of the Membership Fee, or in the case of Monthly Charged Members, the first payment towards the Membership Fee.

3.2 If you are a Prepaid Member, unless your membership has been brought to an early end in accordance with these Terms and Conditions, we will write to you giving you not less than 4 weeks’ notice of the expiry of the Membership Term and offering you the opportunity to renew your membership. Our letter to you will indicate the new Membership Fee payable for the new term and any other revised terms and conditions of membership.

3.3 If you are a Monthly Charged Member or a Monthly Charged Member paying by credit card, a “Monthly Credit Card Charged Member, unless your membership has been brought to an end early in accordance with these Terms and Conditions, the membership will be renewable after the expiry of the initial Membership Term. Should you wish to continue your membership you must enter into a new contract with the Fitness Center for a further Membership Term. The Fitness Center will give you not less than 4 weeks’ notice of the expiry of your Membership Term and offering you the opportunity to renew your membership. Our letter to you will indicate the new Membership Fee payable for the new term and any other revised terms and conditions of membership.

3.4 If you fail to renew your Membership in accordance with these Terms and Conditions, your Membership will terminate on expiry of the initial Membership Term.
3.5 On termination of the membership for any reason, you must return the membership RFID bracelet to the Fitness Center.

4. **FEES**

4.1 Payment of the Membership Fee entitles you to the use of the Fitness Center exercise facilities during Fitness Center opening hours, in accordance with your type of membership.

4.2 Other charges which are in addition to the Membership Fee may vary by Fitness Center, and may include, but not be limited to, charges for equipment hire, solarium and beauty treatment fees, locker hire and guest fees. All local prices are displayed at each Fitness Center. All published fees and other charges are inclusive of any taxes, however should any taxes be imposed in connection with the provision by us to you of our services under these Terms and Conditions, you undertake to be liable for the payment thereof in addition to the Membership Fees.

4.3 All members shall pay an initial joining fee and administration fee as per the rate applicable at that time, which said fees are non-refundable and shall become immediately due upon being accepted as a member. Joining fees and administration fees are subject to change without notice.

4.4 Joining fees, administration fees and Membership Fees are non-refundable upon resignation or termination for any reason whatsoever.

4.5 Fit Republik Fitness Center Management maintains the absolute right to review and increase the Membership Fees at any time, to implement periodic reviews of the Membership Fees, and to implement Membership Promotions at its discretion:

(a) If you are a Prepaid Member the review of the Membership Fee will not affect you during the Membership Term.

(b) If you are a Monthly Charged Member or Monthly Credit Card Charged Member we will give you 30 days written notice of any increase of the Membership Fee and the revised monthly payments. In the event of any increase you may terminate the membership with effect from the date of the proposed increase by written notice to the Fitness Center of at least 7 days before the date of the increase. This will not affect your liability to pay the Membership Fee up until 1st January (or the annual review date, if we have changed it).

4.6 Monthly membership is payable on the date you have determined and on the same date every month through your credit card arrangements as indicated by your signature on the membership application form.

4.7 If the Member makes payments through credit card, a Credit Card Fee as determined by the management from time to time will be deducted from the Member’s account in addition to the Membership Fees.

4.8 Failure to use the Fitness Center or non-usage of the Fitness Centers facilities does not eliminate your obligation to pay all the Membership Fees promptly as per these Terms and Conditions.

4.9 The credit limit on any credit card used for payment must be sufficient to cover at least 3 months Membership. If for any reason your credit card becomes inactive, it is your responsibility to provide the Fitness Center with new credit card details immediately. For payments that default on the 1st of the month they will be subsequently charged on the 7th, 14th and 21st until the payment is collected. In such cases access to the Fitness Center will be denied until the outstanding fees are paid. A late payment fee as determined by the management from time to time will be charged for all payments received after the 15th of the month. The management reserves the right to change the collection dates in future.
4.10 Account debits not challenged within 14 days of processing at the Fitness Center will be non-refundable thereafter.

4.11 Any lapse in membership will require the member to rejoin at the prevailing joining fee.

5. **YOUR OBLIGATIONS**

5.1 You agree to pay the Membership Fee and other applicable charges as they become due and payable;

5.2 To comply with Fitness Center Rules and these Terms and Conditions;

5.3 To observe and conform to all health and safety rules and guidance regarding usage of the Fitness Center, displayed at the Fitness Center and on our Website;

5.4 To use the Fitness Center equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the Fitness Center and its facilities.

6. **TERMINATION BY EITHER PARTY WITHOUT CAUSE**

6.1 If you wish to terminate the membership prior to the end of the Membership Term other than in accordance with Clauses 3.4, 4.4(b), 6.2 and 7.2 the following will apply. If you are a Prepaid Member, we will not make a refund of the Membership Fee or any part of it; if you are a Monthly Charged Member or a Monthly Credit Card Charged Member, you will remain liable to us for the full Membership Fee, even if you have cancelled any payments.

6.2 In addition to our termination rights under Clause 7.1 below, if it becomes impractical for us or the Fitness Center to continue to provide the services under these Terms and Conditions, including the event of closing, we may terminate any membership on 30 days' written notice.

6.3 If we terminate pursuant to Clause 6.2 and you are a Prepaid Member, you will be entitled to a proportionate amount of the Membership Fee for the unexpired duration ("Prepaid Member Refund"). If you are a Monthly Charged Member or Monthly Credit Card Charged Member, no further payment will be due from the date of termination and you will be entitled to a proportionate amount of monthly direct debit payment in respect of the month of termination ("Monthly Charged Member Refund"), where applicable.

7. **TERMINATION BY EITHER PARTY FOR BREACH**

7.1 We may terminate your Membership:

(a) Subject to the provisions hereinafter, on 30 days’ written notice if any unpaid fees or charges remain unpaid for 60 days or more;

(b) Immediately at our absolute discretion if you are in serious breach of these Terms and Conditions (which includes the Fitness Center Rules), or commit repeated minor breaches. In general, management reserves the right to terminate or temporarily suspend the membership of any person for breaching rules and regulations, or for any other reason the management deems to represent misconduct. If we do terminate your membership for any of these reasons you shall not be entitled to any repayment of the Membership Fee. If you are a Monthly Charged Member or a Monthly Credit Card Charged Member, you will remain liable, in accordance with the existing terms, for the full amount of the Membership Fee to the end of the initial Membership Term, even if you cancel your payment instructions.

7.2 You may terminate your Membership by giving the Fitness Center 30 days’ notice in writing if:
(a) we significantly reduce the Facilities or opening hours of the Fitness Center, or close the Fitness Center for refurbishment, for a period of more than 8 weeks at a time (for the avoidance of doubt a significant reduction of the Facilities means closure of the Gym and/or Swimming Pool and significant reduction of opening hours means being open for less than 12 hours a day). We will use our reasonable endeavors to give you at least 1 month notice of the change (either in writing or by displaying a sign at the Fitness Center);

(b) we change the location of the Fitness Center; or

(c) we vary the terms of the Terms and Conditions in accordance with Clause 28, and you can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you. Your right to terminate pursuant to this Clause 7.2(c) does not apply if the variation has been imposed on us by legislation, government or local authority regulation or regulation of any other competent body.

7.3 If you terminate your Membership pursuant to Clause 7.2 and are a Prepaid Member, you will be entitled to a Prepaid Member Refund. If you are a Monthly Charged Member or a Monthly Credit Card Charged Member, no further payment will be due from the date of termination and you will be entitled to a Monthly Charged Member Refund, where applicable.

8. PAYMENT DEFAULT AND LATE FEES

8.1 Failure to pay fees when due (“Payment Default”) will result in the charging of a late payment fee as determined by the management from time to time. All outstanding fees may be drawn down individually or cumulatively by the Fitness Center at the next periodic payment date, if applicable.

8.2 The Fitness Center will give the Member notice of any Payment Default.

8.3 If the Member fails to remedy the Payment Default within 30 days of receiving notice from then this will constitute a material breach of these Terms and Conditions and the Fitness Center will be entitled to terminate this contract. All fees and outstanding payments up to the date of termination will become immediately due and payable.

8.4 The Member will pay any costs incurred by the Fitness Center in collecting money, including any collection agency costs, court costs, solicitor’s fees and interest at the rate as specified by the Attorney General from time to time in accordance with applicable laws.

9. MEMBERSHIP SUSPENSION

9.1 Provided that all fees have been paid and up-to-date, you have the right to suspend your membership up to a maximum of 1 month in any one year. You may do this by writing to the Fitness Center giving no less than 30 days’ notice of the date upon which you wish your membership to be suspended. The period of suspension must be for whole months only, and not for any lesser period.

9.2 The Membership Term shall automatically be extended by the period of any suspension.

9.3 In all cases a monthly Suspension Fee as determined by management from time to time will be payable to cover our additional administrative costs.

10. FITNESS CENTER REPAIRS AND MAINTENANCE

We reserve the right to close the Fitness Center fully for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If the Fitness Center is fully closed for these reasons for more than 14 days within a calendar year but for less than 8 weeks at a time (when sub-clause 7.2(a) may apply), we will refund you a proportionate amount of the Membership Fee for the closure period in excess of 14 days.
11. **GUESTS**

11.1 You will be entitled to bring guests to the Fitness Center who may use the Fitness Center and its facilities on presentation of Guest Passes which will be presented to you annually on renewal of your Membership, in accordance with your type of Membership. Your guests must accompanied by you at all times and must read and sign the Health Commitment Statement prior to any activity within the Fitness Center.

11.2 Guest admittance may be restricted at certain peak times at the discretion of the Fitness Center.

11.3 You are responsible for ensuring that your guests comply with the Fitness Center Rules and you must not leave the Fitness Center before your guests.

11.4 You may not introduce a guest who has been previously rejected as a member or who has had membership terminated or suspended.

12. **CORPORATE MEMBERSHIP**

12.1 At the discretion of Fit Republik Management, and subject to individual Agreements, Corporate membership rates are available for companies/firms or other commercial businesses introducing ten (10) or more members (“Corporate Members”).

12.2 Corporate Members acknowledge that their Membership is subject to the terms and conditions as contained in the Corporate Membership Terms and Conditions in addition to these Terms and Conditions, and to which these Terms and Conditions shall be subordinate.

12.3 Corporate Members acknowledge that the default of the Corporation in the payment of Membership Fees shall be deemed to be a default by the Member and the Member shall be subject to the provisions of these Terms and Conditions in respect thereof.

13. **JOINT/FAMILY MEMBERSHIP**

13.1 Joint or family membership rates are not available.

14. **JUNIOR MEMBERSHIP**

14.1 The Fitness Center welcomes Junior Membership for ages 4 months to 16 years. Junior Members will have access to clearly defined areas of the Fitness Center only, at specific times as per published Training Class schedules.

*Junior Membership* is at all times subject to the following rules:

- Junior Members shall not use the Gym & Elite Zone areas;
- Junior Members shall not use Services such as Cryotherapy; steam room; sauna;
- Junior Members shall not use the Swimming Pool unless as part of a scheduled Training Class;
- In general, Junior Members may only use Fit Republik training facilities and equipment in the context of a supervised, scheduled Class;
- Like all Fitness Center Members, Junior Members shall wear their RFID Bracelet at all times while in the Fitness Center, both indoors and outdoors;
- Junior Members are not eligible to introduce guests;
· Junior Members must exit all designated training areas promptly at the end of all Training Classes;

· Parents & Guardians of Junior Members are not permitted to remain within Fitness Center Training Areas (such as Aquatics-Pool / Gymnastics / Martial Arts / Functional Training / Obstacle Courses / Track, etc.) in order to view training sessions. This is necessary for several reasons:
  ▪ To facilitate the professional discipline required to effectively train Junior Members
  ▪ To avoid congestion of Training Areas
  ▪ To ensure safety & security
  ▪ To allow Fitness Center Coaches & Instructors to focus on effective coaching

Parents & Guardians shall escort Junior Members to the appropriate Training Area, and promptly depart prior to the start of the Class, waiting in designated areas outside the Training Area.

· Junior Members shall be collected from the Fitness Center by a parent/guardian promptly after completion of any Training Class; the Fitness Center shall have no obligation in this respect - any failure on behalf of the parent / guardian to do so promptly shall be deemed to represent a breach of these Terms and Conditions, and such, the Junior Member’s Membership may be terminated.

14.2 Any contravention of any of the above rules shall be deemed to be a contravention thereof by the main full member, who shall be subject to the conditions regarding breach by virtue of their failure to ensure adherence thereto by any junior member.

15. OPERATING HOURS

The normal hours of operation are as indicated from time to time at the Fitness Center entrance and notice board. The management reserves the right to adjust the hours for the purpose of cleaning decorating, repairs and special private functions and holidays.

The management shall endeavor to give reasonable notice of any change in the hours of operation.

16. DRESS CODE

16.1 All members, junior members and guests are required to wear proper gym attire when exercising and to dress modestly when working out. Short workout tops that expose the midriff, torn clothes, jeans, denim shorts and beanie hats are strictly not permitted.

16.2 Non-marking, rubber soled sports shoes/footwear are required at all times in the gymnasium and in the group exercise studios. “Crocs” and “flip-flops” are not considered suitable workout shoes.

16.3 Members should remain modestly and appropriately dressed at all times, including in the sauna, steam and changing areas

16.4 Nudity is strictly not permitted and members are requested to use the private changing cubicles provided.

17. FITNESS CENTER FACILITIES

17.1 The management accepts no responsibility for theft or damage to a member’s personal belongings kept in the lockers or otherwise for any reason whatsoever.
17.2 The use of mobile phones with camera features and/or and other types of visual records in changing rooms are strictly prohibited, and members are requested to ensure that they do not offend any other person when utilizing such equipment within Fitness Center.

17.3 Certain complimentary drinks may be provided to members for consumption within the premises only. Members and guests are not allowed to bring their own food and/or drinks into the Fitness Center.

17.4 The management may from time to time show potential members or others visitors around the Fitness Center and allow them to use the facilities on a trial basis and reserves their right to do so in their absolute discretion.

18. SWIMMING POOL

The following rules shall apply at all times in respect of the swimming pool:

- Children under the age of 8 years and non-swimmers must be accompanied in the swimming pool area at all times by a competent adult (18 years and over) on a ratio of 1:1 in case of children under the age of 8 years and 2:1 in case of non-swimmers.
- Appropriate swimming attire must be worn at all times in the swimming pool area and in communal changing areas.
- All swimmers must shower before entering the pool.
- All personal belongings must be placed in lockers provided prior to entering the swimming pool.
- Fruit and/or any food is not allowed to be consumed in the pool area.
- All swimmers must strictly adhere to the requests of the pool lifeguard.
- Entrance to the swimming pool area is prohibited if the lifeguard is not present.
- Diving is not permitted anywhere in the swimming pool.
- Parents & Guardians of Junior Members shall not wait / view pool-side, as per Clause 14.1 above.
- Any additional rules posted on any notices displayed in the swimming pool area must be strictly adhered to.

19. FOOD AND BEVERAGE OUTLET

19.1 Members are not permitted to bring or consume their own food/beverages in the Fitness Center or to the Food and Beverage Outlet.

19.2 Food and beverages purchased from the Food and Beverage Outlet must be consumed in the outlet and not carried to other areas of the Fitness Center including the swimming pool, gym or the arts and crafts zone.

20. ARTS AND CRAFTS ZONE

20.1 Only members are permitted to enter and utilize the Arts and Crafts Zone.

20.2 Members are not allowed to remove or carry out any materials made available in the Arts and Crafts Zone unless authorized to do so.

20.3 Arts and Crafts Zone is available for use only between 15h00 hours and 19h00 hours daily.

21. BEHAVIOUR
21.1 Members and guests must treat the facilities with respect; failure to comply shall constitute a serious breach of the terms of membership, and could result in the loss of membership.

21.2 The Fitness Center reserves the right to prevent access to, or use of, the facilities by anyone deemed to be acting inappropriately or behaving in an unacceptable manner, as determined by Fitness Center Management.

21.3 As a courtesy to other members, Gym equipment should be wiped down by members after use, and all equipment returned to its correct position.

21.4 Any anti-social or offensive behavior will result in the member or guest being immediately evicted from the Fitness Center.

21.5 Fit Republik Social Media platforms (for example, Facebook accounts for individual Fit Republik activities and sports) are intended as a means of creating community, facilitating communications, and providing a forum for the expression of feedback. Inflammatory posts, including any content which is judged by Fit Republik management at its absolute discretion to consider inappropriate, may be subject to remedial action, including removal of the offending posts, blocking access, and termination of membership as a consequence of serious misconduct.

21.6 Good personal hygiene is mandatory, and any member who causes offence will be asked to remedy the offending problem or leave the Fitness Center.

22. HEALTH AND SAFETY

22.1 All members are required to complete the mandatory “Getting Started Declaration” before commencing any exercise within the Fitness Center.

22.2 Members should be considerate of other members by using their own workout towel when using any of the exercise stations, and by wiping down equipment with disinfectant wipes.

22.3 Members are requested to return all portable equipment to the racks provided.

22.4 Members unsure about any equipment should consult a member of staff.

22.5 Fitness instructors are authorized to stop anyone from exercising if in their opinion the member/guest is exercising in a manner that may result in personal injury and/or injury to others. Users must abide by the guidance of Fitness Center instructors and comply with all points clearly stated on the Gym notice boards.

22.6 While every precaution is taken to maintain safety standards, all equipment and facilities are used entirely at the members or guests own risk. Any malfunction of equipment noted should be reported to a member of staff as soon as it is noticed.

22.7 Fitness Center reserves the right to close any part of the building or withdraw equipment for conducting essential repairs or maintenance. Prior notice will be given where possible to avoid inconvenience.

22.8 For safety purposes kindly use plastic bottles with sports lids for drinks where allowed.

22.9 For safety and hygiene purposes no eating or chewing is allowed in any areas so designated.

22.10 For pool hygiene and member safety, children of nappy wearing age must have a swim nappy on while using the pool.

22.11 For pool hygiene all members and guests must shower before using the swimming pool, and any spa, steam room and sauna facilities.
22.12 Mobile phones should not be used in any of the exercise areas and should be kept on silent in the lockers provided.

22.13 Members or guests may not use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances.

22.14 The Fitness Center operates a strict no smoking policy.

23. PERSONAL TRAINING

23.1 Members must sign the Personal Training Contract Sheet for each personal training session at the time of the workout and must only sign for sessions that have been conducted.

23.2 All sessions must be completed on or before the contract expiry date, any contract extension must be authorized by the Fitness Center manager after ensuring all relevant paper-work to support the contract extension has been received.

23.3 The Fitness Center reserves the right to provide a replacement qualified personal trainer in the event that the current trainer is not available (this will be at the management’s discretion).

23.4 Notice of cancellation of personal training sessions must be given at least 24 hours in advance of the scheduled appointment time. Sessions will be deemed used within 24 hours of the scheduled appointment. Failure to attend a scheduled personal training session without notice will result in the session being fully charged.

23.5 All personal training sessions purchased are non-refundable and are non-transferable.

23.6 Personal Training shall be conducted solely by duly appointed and qualified Fit Republik Fitness Center Instructors & Coaches; the only exception to this rule is permission by Fitness Center Management for Coaches of Visiting Teams / Athletes to conduct training on the premises.

24. GROUP EXERCISE SESSIONS

For all Class-Format Sessions:

· Members MUST reserve their participation in any scheduled fitness class at least 6 hours before the scheduled class time, or as defined from time to time for specific classes, by using the various alternative Fitness Center class-scheduling mechanisms (for example, by Telephone Call, On-line Booking, Mobile Application, Reception Desk request, etc.)

· The Fitness Center will make all attempts to accommodate your participation in any scheduled fitness classes - in the event that there is space available in the required scheduled class, vacancies will be filled on a first-come-first served basis;

· Members are not allowed to enter the studio once the class has started;

· Members are asked to refrain from using mobile phones in all classes;

· Members are asked to use appropriate closed toe, non-marking, rubber-soled sports shoes/footwear when participating in all classes; Crocs, Flip-Flops, etc. are not permitted;

· Gym Members can attend any Studio class anytime, however back to back classes are discouraged, so as to allow other members to enter;
Members attending any Fitness Center Exercise Sessions shall validate their attendance by scanning their RFID Bracelet using the Instructor’s Tablet Device; failure to comply constitutes a breach of these Terms and Conditions and may lead to cancellation of Membership;

For reasons of hygiene and courtesy, members must use towels in all workout classes, and must wipe down Fitness Center equipment / mats with sanitary wipes following use;

Group exercise classes are free of charge but we reserve the right to levy a fee in selected Fitness Centers where the charge will be specific on the class timetable.

25. **LOCKERS**

25.1 Temporary lockers are provided for the members who shall remove their personal belongings at the completion of their visit. The Fitness Center has the right to remove personal belongings that are left in the lockers at the end of each day. Unclaimed property shall be kept by the Fitness Center for a period of 1 week after which the management reserves the right to dispose of the items in such way it in their entire discretion deems fit. Clothing and other similar items will be disposed of after a 1-week period, however any items of value will be sold periodically and all proceeds donated to the nominated charity of the Fitness Center and no claims shall be entertained after this period from members or visitors.

25.2 Private lockers may be available for rent at a monthly fee for a minimum of 6 months with payment to be made upfront together with a deposit as determined by the management from time to time. Lockers are not transferable between members.

25.3 Extension of locker rental must be paid at the Front Desk a week before expiry. A week after the locker expiry date the management reveres the right to empty the locker and deal with the contents accordingly as provided in Clause 25.1 above.

25.4 Any locker that shall be rented to a member, remains the property of the Fitness Center and must be returned in the same condition as received upon termination of the locker rental or termination of membership. In the event of any damage, a penalty will be charged for replacement or repair of the locker.

26. **DATA SECURITY**

26.1 In the course of your membership, the Fitness Center may collect certain personal information about you including personal details, financial details and information about your health and person. We will use this information for purposes including managing your membership and communicating with you. You will always be given the opportunity to opt out of such communications via the website. You have the duty to keep your personal information up to date and to inform us of any significant changes.

26.2 We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities, our group companies and professional advisors.

26.3 We may also provide your contact information to our business partners and third parties who may contact you about their products and services. Please check the relevant box during the signup process if you do not wish to receive such information.
26.4 Please contact the manager of the Fitness Center if you have any questions or concerns about how the Fitness Center will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.

26.5 We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.

26.6 We will endeavor to use whatever method of communication deemed appropriate to notify you of the Fitness Center information in order to best serve your experience and assume that the information provided by you is correct and an acceptable method to provide you with this information.

26.7 As part of our efforts to make further improvements to our service we provide our members, telephone calls to and from the membership support team may be recorded or monitored and used for training purposes. To protect the operation of our computer systems we monitor incoming and outgoing email.

26.8 As a member of the Fitness Center, you acknowledge that you have read and understand the provisions of this paragraph and that you agree that the Fitness Center may collect, use, process and disclose your personal information as described hereinafter.

27. LIMITATION OF LIABILITY

27.1 In consideration of the management accepting a member’s application for membership of the Fitness Center and for an applicant becoming and remaining a member of the Fitness Center, the member agrees that:

a) Fit Republik Fitness Center L.L.C. registered in Dubai under License Number 721124, or its subsidiaries accepts no responsibility for loss, for damage to Members, Junior Members or their guests properties of, for death or injuries sustained while on the premises. Members, and members on behalf of Junior Members and any guests agree that no claims will be made against the Company, Fit Republik Fitness Center L.L.C, the management or staff for any reason whatsoever.

b) Fit Republik Fitness Center L.L.C. registered in Dubai under License Number 721124, its associated companies, employees or agents shall not be responsible for any claims, demands, injuries, damages or actions for negligence arising on account of death or due to injury, loss, damage or theft to Members, Junior Members or any guests’ personal property arising out of or in connection with the use by a Member or Junior Member of any of the services, facilities in the premises of Fit Republik Fitness Center L.L.C, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a member or Junior Member’s behalf for any such injuries or claims aforesaid.

c) Any guest of a Member or temporary visitor to the Fitness Center shall agree to abide by the Fitness Center rules and the same limitation of liabilities for a Member shall apply.

27.2 In particular, your attention is drawn to the following provisions:

a) This condition sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and Subcontractors) to you in respect of:

i) Any breach of the Contract;

ii) Any use made of the Fitness Center; or
Any representation or statement or tortuous act or omission (including negligence) arising under or in connection with the membership and/or membership agreement constituting the application for membership and these terms and conditions ("Membership Agreement").

b) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Membership Agreement.

c) Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

d) Subject to the other provisions of this clause, our total liability in respect of the Membership Agreement, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Membership Agreement, shall be limited to the charges that you have paid to us in the 12 month period preceding the date of the act or omission query giving rise to the claim.

e) Members must either secure their personal belongings on their person or secure those in a locker provided by the Fitness Center. For every occasion the Fitness Center is used, the Fitness Center, its employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises whether secured in a locker or not.

f) The above limitations do not exclude the right of the member to recover any appropriate loss under relevant consumer legislation or at common law.

28. **VARIATION OF TERMS**

28.1 The Fitness Center may from time to time vary these terms and conditions and in respect of its operation hours, Rules of Conduct and provision of services if it is reasonably necessary to protect the legitimate interests of its business to do so.

29. **ASSIGNMENT**

No member shall assign, transfer or otherwise dispose of his/her membership rights under the Membership Agreement, except with the express consent of and at the sole discretion of Fitness Center management as set out hereinabove. The Fitness Center may assign or transfer in any way any of its rights or obligations under the Membership Agreement without the prior written consent of the Member on the condition that the member’s rights and under the Membership Agreement are not varied, amended or diminished in any way.

30. **OTHERS**

30.1 Soliciting and selling private personal training sessions or merchandise of any type to any member is prohibited and may result in immediate termination of the membership concerned.

30.2 The Fitness Center management reserves the right to use any individual or group photographs of members and or guests for press or promotional purposes.

30.3 All members must abide by the Fitness Center Rules of the Fitness Center which may be amended and/or added to from time to time at the management’s discretion.
30.4 Failure by the management to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.

30.5 Members and/or guests are not allowed to photograph or copy any Fitness Center interior designs, promotional materials, tag lines, themes or concepts. The Fitness Center reserves the right to proceed with legal action against any member caught distributing, sharing or supplying such contents to any third party vendor or competitor.