

RE:HUB - Terms of Service

By using any of RE:HUB services you are agreeing to the Terms of service outlined in this document.

RE:FORM.....PG2

RE:MOTEPG2

RE:LAX.....PG4

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RE:FORM & RE:MOTE

MONTHLY MEMBERSHIPS

If you have signed up for the RE:FORM or RE:MOTE program, we require you to fulfill a contracted minimum of 3 months, with a recommendation of 12 months. We recommend 12 months to get the MAXIMUM benefit of transforming your mindset, body, and LIFE!

If you choose to set up monthly payments for RE:FORM & RE:MOTE we would require this set up via standing order (RE:FORM) or payment link (RE:MOTE) for the first of the month on one of the following memberships:

4 x PT Monthly - £140

8 x PT Monthly - £280

12 x PT Monthly - £420

4 x PT Monthly + 1 60min Massage - £190

8 x PT Monthly + 2 60min Massage - £330

RE:MOTE Nutrition only - £69

RE:MOTE Nutrition & Exercise - £99

If you wish to eject from the program after your 3-month contract, you can, but we require **30-DAYS DOCUMENTED NOTICE**, (which may result in you making one final membership payment in full after giving your notice).

For example, if you submit your 30-day's notice on the 15th September 2022, you will make one more payment in full on the 1st October 2022. Which means you will be able to book classes and use your membership as before until October 31st 2022.

Your 30-day's notice on your subscription must be emailed to rehub@gmail.com

We will not accept text or social media, What's App, or Text messages!

BOOKINGS

All bookings made must be booked either on the Booksy APP or in Person, confirmed by the Booksy APP. If you do not have the appointment on Booksy, the booking is not confirmed.

CANCELLATIONS: YOU MUST CANCEL PT SESSIONS 12 HOURS IN ADVANCE VIA THE APP OR YOU MAY BE CHARGED 50% FOR THE SESSION OR THE WHOLE SESSION FOR A NO-SHOW APPOINTMENT

PERSONAL BELONGINGS: You agree that RE:HUB is in no way responsible for the safe keeping of your personal belongings while you are present in the Premises of 15 Didcot Road, Nuffield Business Park , Poole, Bh17 0GD. You assume all risk of loss for any of your personal belongings.

If recovering from injury or illness(including Flu or Covid symptoms), or medication that might affect your performance and health. YOU MUST notify the trainer prior to PT start time. All this information will remain confidential.

BULK BUY OR PAYG

You can choose to buy RE:FORM sessions as bulks or PAYG. With the following options:

12 x PT Sessions - £420

1 x PT Session - £40

These can be paid for by bank transfer or card payment before or on the day of your PT Session.

CANCELLATIONS: YOU MUST CANCEL PT SESSIONS 12 HOURS IN ADVANCE VIA THE APP OR YOU MAY BE CHARGED 50% FOR THE SESSION OR THE WHOLE SESSION FOR A NO-SHOW APPOINTMENT

BOOKINGS

All bookings made must be booked either on the Booksy APP or in Person, confirmed by the Booksy APP. If you do not have the appointment on Booksy, the booking is not confirmed.

Timescale

All memberships or bulk buy packages must be used within 6 months of purchase or sessions will be lost.

Refund Policy

Personal Training Sessions:

All membership packages are non-refundable. No exceptions. You can carry across any unused sessions to the next month within a 6 month time scale.

Pausing your membership:

You can pause your membership at any time by emailing rehubuk@gmail.com, the minimum term you can pause for is 1 month and the maximum term that you can pause for is 3 months. If you wish to pause for longer than 3 months you will have to cancel and re-subscribe, which will mean that you have to re-serve your 3 months minimum commitment and we cannot guarantee that your membership fee will be the same as when you left.

RE:LAX & RE:PAIR

We will need to take some information from you before we start the massage, this may be relevant medical history so the masseuse can work safely during the massage.

Please do not turn up before the start time stated as the masseuse may be with another client.

You will need to make payment via Cash, Card or bank transfer before you leave the building

MASSAGE PACKAGES:

6 x 60min massage - £330

6 x 45min massage - £252

6 x 30min massage - £198

Timescale

All packages must be used within 8 months of purchase or sessions will be lost.

Refund Policy

All massage packages are non-refundable. No exceptions.

BOOKINGS

All bookings made must be booked either on the Booksy APP or in Person, confirmed by the Booksy APP. If you do not have the appointment on Booksy, the booking is not confirmed.

CANCELLATIONS: YOU MUST CANCEL THE MASSAGE 12 HOURS IN ADVANCE VIA THE APP OR YOU MAY BE CHARGED 50% FOR THE SESSION OR THE WHOLE SESSION FOR A NO-SHOW APPOINTMENT.

PERSONAL BELONGINGS: You agree that RE:HUB is in no way responsible for the safe keeping of your personal belongings while you are present on the Premises of 15 Didcot Road, Nuffield Business Park, Poole, Bh17 0GD. You assume all risk of loss for any of your personal belongings.

If recovering from injury or illness(including Flu or Covid symptoms), or medication that might affect your health. **YOU MUST** notify the masseuse prior to the massage start time. All this information will remain confidential.

Privacy Policy and Cookies

We are committed to protecting and respecting your privacy.

This Privacy Policy together with our Terms of Use and any other documents referred to in it sets out how our business uses and protects any information that you give us when you use this Website.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

By “Personal Data” we refer to information collected or held by our business that identifies and relates to you as an individual.

For the purposes of the Data Protection Act 1998, the General Data Protection Regulations and any other applicable data protection and privacy laws and regulations (“Data Protection Legislation”) will be the ‘data controller

Whenever you provide personal information, we are legally obliged to use it in accordance with the laws concerning the protection of personal information.

Information we may collect

We may collect personal information about you, including:

- Your name;
- Postal address;
- Email address; and
- Telephone numbers (including mobile).

We may also collect technical information about you when you visit the Website.

This information may include:

- The Internet protocol (IP) address used to connect your computer to the Internet;
- your browser type and version;
- time zone setting;
- operating system and platform;

- browser plug-in types and version;
- the full URL clickstream to, through and from the Website;
- page response times, download errors, length of visits to certain pages, page interactions (such as scrolling, clicks and mouse-overs); and
- methods used to browse away from the page.

Information about your visit(s) to the Website may also be collected. The collected information is used to provide an overview of how people are accessing and using the Website. It is not used for any additional purpose, such as to profile those who access the Website.

What do we do with the information we collect?

We will use your personal information for a number of purposes including:

- to process the information on our services requests
- to give you information that you request from us and to improve our services;
- to notify you about changes to our services;
- to allow us to operate the Website efficiently;
- any relevant troubleshooting, testing or statistical analysis as appropriate; and
- to keep the Website secure.

We may, where we have your permission, also use the information collected to:

- provide you with information about our services that we offer
- send promotional emails, that promote our services
- keep you up to date with features of the Website

However, you can opt out of any of these data uses at any time by emailing us.

We will only keep your information for as long as reasonably required or as stated in any contract you have with us.

Legal Basis of Processing

We will only process your information for as long as we have a relevant legal basis to do so. This is usually in order to provide you with the services you have requested from our business or if you have provided us with adequate consent to process your information for other purposes.

If we choose to process your information under the legal basis of legitimate interests, we will always inform you of our legitimate business interests and your right to object.

Protecting your information

We are committed to ensuring that your information is secure and we have procedures in place to try and prevent any unauthorized access or disclosures and to safeguard and keep secure the information that we collect online.

All the Personal Data collected by us and stored electronically is held on a secure server. Where required, this information is encrypted for additional security. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings, and we authorize access to Personal Data only for those employees and associates who require it to fulfill their job responsibilities.

However, you should be aware that providing information over the internet can never be guaranteed as being completely safe and if you choose to send such information to us via the internet, you do so at your own risk.

Transfer of data outside of the EU

We shall not transfer any personal data to any country outside of the European Economic Area unless we ensure that such personal data is subject to an adequate level of protection and appropriate legal safeguards in accordance with Data Protection Legislation.

Sharing your information with others

Please be assured that we will not share your information unless we are required by law or permitted to do so under this Privacy Policy. The main circumstances in which we will be

permitted or required to disclose this is by law will be by court order, to government bodies and law enforcement agencies. However, sometimes we may share your information with third parties in the following ways:

- we may use carefully selected sub-processors to help us collect, store or manage your information.
- analytics and search engine providers that assist us in the improvement and optimization of the Website; and
- if E-Motion Fitness Hub Ltd is acquired/purchased by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

Access to your Personal Data

You have rights in relation to any Personal Data that we hold about you. If you wish to access your Personal Data you may make a formal subject access request by contacting our business

The information you request must relate to you or another person that you have the authority to act on their behalf. Our business will require a confirmation of your ID prior to providing any information about the data we hold. If you are unable to provide sufficient information to prove your ID, our business reserves the right to refuse your request for access to Personal Data. The rights you have in relation to the Personal

Data we hold regarding you are:

- the right to rectify any inaccuracies in the information we hold;
- the right to the erasure of information in specific circumstances;
- the right to request the transfer of your information to another controller; and
- the right to object to processing in specified circumstances.

If you have provided us with consent to process your information, you always reserve the right to withdraw this consent via the method detailed in the paragraph below. We are committed to ensuring that your wishes are respected and upon notification that you wish to withdraw your consent our business, will immediately cease processing the information in question.

Please send your request to our business by email.

We will always process your request within one month.

Changes to this Privacy Policy

We may change this Privacy Notice at any time to ensure it accurately reflects the way we collect, use and safeguard your Personal Information.

Please check this notice from time to time to ensure you are aware of any updates we may have made to our Personal Data handling practices. The date of the changes will be listed in the 'Last updated' section below. We will notify all of our current clients of any updates to this notice via email and we will post the relevant announcement on our website homepage.

We recommend that you print a copy of this page for your reference.

Cookies

This Website uses cookies to help us recognise different users of the Website and to provide users of the Website with a good experience. Please see our Cookies Policy for further information.

Website Terms of Use

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and our business, the owner and operator of this Website.

Please read these terms and conditions carefully, as they affect your legal rights.

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website.

If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either (i) employed by our business and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to our business and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of our business, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, do the following: a. retrieve, display and view the Content on a computer screen

3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of our business.

Prohibited use

4. You may not use the Website for any of the following purposes: a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

5. You must ensure that the details provided by you on registration or at any time are correct and complete.

6. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

7. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.

8. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Privacy Policy and Cookies Policy

9. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following. [our cookies](#) and [our privacy policy](#).

Availability of the Website and disclaimers

10. Any online facilities, tools, services or information that our business makes available through the Website (the Service) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Our business is under no obligation to update information on the Website.

11. Whilst our business uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

12. Our business accepts no liability for any disruption or non-availability of the Website.

13. Our business reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

14. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

15. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

16. To the maximum extent permitted by law, our business Body Transformation Centre accepts no liability for any of the following: a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; b. loss or corruption of any data, database or software; c. any special, indirect or consequential loss or damage. General

17. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

18. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

19. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

20. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

21. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

22. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

23. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Last Updated 21st September 2022