

Terms & Conditions

All Arkham Fitness members ("Members"), guests, and those periodically visiting (together "you") Arkham Fitness clubs in operation in the UK (the "Club") must comply with these Rules. These Rules are incorporated into a Member's Contract with us, and compliance with these Rules is important both to maintain the standards at the Club and to enable Members to get full enjoyment from their Membership.

Any person who does not comply with these Rules may be ejected from, or denied access to the Club, or may have their Membership terminated by Arkham Fitness if the non-compliance is serious.

We reserve the right to make reasonable amendments to these Rules, or our individual Club operational rules, at any time. If we do this, we will give Members reasonable advance notice by placing the new Rules on a notice board.

In these Rules, "us", "we" or "our" means Arkham Fitness. Words and phrases in these Rules have the same meanings as given in our Membership Terms & Conditions, unless specified otherwise.

MEMBERSHIP

- 1. Acceptance of an application for Membership at this Club is at our absolute discretion (although we will exercise our discretion reasonably, and in compliance with applicable laws).**
- 2. Membership entitles Members to use the facilities available from time to time at their Home Club. We offer different types of Memberships and facilities at our Club, and the types of memberships and facilities offered by us may change from time to time.**
- 3. You should contact your Club if you would like further details of different types of Arkham Fitness Memberships that are available. Each category of Membership has different restrictions, conditions, and benefits. Another category of Membership or Club may be of interest to you if your requirements or circumstances change.**
- 4. For membership cancellations we require this in writing.**
- 5. We require a minimum of 30 days notice to process any cancellation requests.**
- 6. All monthly membership payments are set up on a recurring basis.**

GUESTS AND VISITORS

- 7. Members (over the age of 16) may bring guests to the Club upon payment of: (a) the guest fee, as set out in the Club price list current at the time of the guest's visit charged by the Club; and (b) completion of a Pre-Activity Questionnaire by the guest.**
- 8. Members must accompany their guest at all times, and the Member who brings the guest remains responsible for their guest's conduct whilst they are in the Club. The Member may not leave the Club prior to their guest's departure.**
- 9. Certain former Members, persons who have applied for Memberships but have been rejected, and former Members of staff, may be ineligible to be a Member, or guest, of the Club. If in doubt, the Member should check with the Club's management for advice.**
- 10. A Member who has "frozen" his/her Membership will not be allowed access to the Club (including as a guest).**
- 11. Members must ensure their guests pay the appropriate guest fee, or surrender a valid guest pass (if applicable) before accompanying them into the Club.**
- 12. Members must ensure that their guests comply with these Rules.**
- 13. A person may be allowed to enter as a visitor to the Club by prior arrangement or appointment, subject to Arkham Fitness absolute discretion – and may be required to pay the guest fee (as set out in the Club price list, current at the time of visit). At all times, visitors must complete a Pre-Activity Questionnaire.**

GENERAL

- 14. Opening times for a Club will be prominently displayed at the Club.**
- 15. You may not bring pets (other than guide dogs) onto the Club premises.**
- 16. You must not take any photography or movie shots in the Club (including by use of a camera on a mobile phone or PDA).**
- 17. We reserve the right to use any individual or group photographs or movie shots of you for press or promotional purposes.**
- 18. You must not consume any food or drink in the Club that you have brought in from outside the Club.**
- 19. We reserve the right to show potential Members and other individuals the facilities of the Club on a trial basis.**

USE OF FACILITIES

- 20. You must complete a Health Commitment statement before using any fitness facilities.**
- 21. You should seek instruction before using unfamiliar equipment.**
- 22. Appropriate clean exercise clothing and shoes must be worn whilst exercising.**
- 23. Gym equipment must not be used for longer than 15 minutes during busy periods.**
- 24. You are asked to wipe down gymnasium equipment after use.**
- 25. You are asked to arrive at the gymnasium five (5) minutes prior to any personal training or induction appointments. We reserve the right to refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours notice) or fail to keep an appointment for services and/or exercise programmes.**
- 26. You may not use the gymnasium while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely.**

BEHAVIOUR & DRESS

- 27. You should conduct yourself in a quiet and well-mannered fashion when in our Club, and in a manner that will not disturb or impair the use and enjoyment of the Club by any other person. In particular, you may not use foul, loud, or abusive language, nor will you behave in a threatening manner. nor will you molest, or harass, other Members, guests, visitors, or Members of staff. You may not bring, use, or be under the influence of illegal drugs in any part of the Club. You may not bring any intoxicating liquor into a Club or be drunk in the Club.**
- 28. We may terminate your Arkham Fitness Membership (if applicable) and may refuse you entry into the Club, or eject you from the Club, if you commit a serious or repeated breach of these Rules, your Membership contract (if applicable), or if you engage in any other serious misconduct.**
- 29. Members of the Club, their guests, visitors, and members of staff should at all times display mutual respect for each other.**
- 30. Complaints should be communicated privately to a member of the Club's management, or in writing through the suggestion/comments boxes provided in the club's, or by post to the Club's General Manager.**
- 31. Smoking is prohibited in any area of the club including the use of e-cigarettes or similar devices.**
- 32. You must be dressed in suitable attire at all times when on Club premises, and appropriate exercise clothing is required whilst exercising in the Club. Guidance as to suitable attire may be obtained from the Club General Manager who may, at his/her discretion, require you to leave the Club premises or part of the Club premises, if your attire is not considered suitable.**
- 33. Only one individual is permitted in a shower cubicle at any one time.**
- 34. Members are respectfully requested to store coats and rucksacks in the lockers provided.**

HEALTH & SAFETY

- 35. You must use the main entrance to the Club when entering or leaving that Club.**
- 36. Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.**
- 37. You must read the health & safety notices posted outside any equipment or facility rooms in the Club and comply with their recommendations.**
- 38. You must comply with any reasonable requests made by the members of staff in relation to matters of health and safety.**
- 39. You must follow any guidelines laid down by Arkham Fitness in relation to Covid-19.**

Privacy Policy

Arkham Fitness is committed to protecting your privacy. This Privacy Notice explains our data processing practices and your options regarding the ways in which your data is used. If you have any requests concerning your personal information or any queries with regard to our processing, please contact us at help@arkhamfitness.co.uk

1.0 Use of your information and your preferences

Arkham Fitness will only process (collect, store and use) the information you provide to us in a manner compatible with the EU's General Data Protection Regulation (GDPR). We are committed to ensuring that the information we collect and use is appropriate for the purposes listed below and does not constitute an invasion of your privacy. We are also committed to applying rigorous security measures when managing your data to minimise the risk of unauthorised access or disclosure

2.0 Consent

By taking out a membership, filling in a contact form on our website or using a mobile app we provide to you, you agree and accept that we may gather, process, store and/or use the personal data submitted in accordance with the terms set below.

3.0 Personal Data Collected

3.1 Identity and contact details of the data processor

Personal data collected by us and stored via our website or mobile app is processed on our behalf by Membr. Your data is stored in the UK. From time to time it may be made visible to employees of Membr for the purposes of software support. The data processor and its group are required by us to process your data in strict compliance with the GDPR.

3.2 Purposes of processing and legal basis

The principal purpose of collecting your personal data is to provide you with the services defined in your membership agreement. To this end, you agree and accept that we may use your personal data to:

- Contact you in respect of your membership
- Manage your club access
- Facilitate member rewards (if applicable)
- Resolve any problems you may have and improve our service to you
- Comply with our legal and regulatory obligations

We use the personal data submitted to us only in accordance with the applicable data protection legislation. Our employees and third-party providers are under an obligation to respect your data privacy.

3.3 Marketing

If you consent, we may send you marketing information by e-mail or sms about products and services which we believe may be of interest to you. We will always provide the ability to review or change your preferences or unsubscribe from marketing information with immediate effect. You can also make your request via e-mail to help@arkhamfitness.co.uk

3.4 Data we collect

When you take out a membership with us, the following personal data may be collected and processed in accordance with the purpose and legal basis described above and may include: name, address, contact details (including e-mail and mobile phone number), gender, date of birth, attendance history, marketing preferences and bank details for billing. Some data is collected automatically through using our web site (see section 3.7 below). Certain features of our mobile app may connect to your social networking sites to enable you to follow or be followed by other members of Arkham Fitness. As a result, Arkham Fitness may process information from your social networking profile, but only if you consent to allow your social networking site to make information available to the app. You understand that, by creating an account for the mobile app, Arkham Fitness will be able to identify you by your profile.

3.5 Obtaining or changing your details

Arkham Fitness can confirm to you the details of any personal data we hold about you and how it is processed on your request. You may also ask us to correct or delete personal information we hold about you at any time, so long as this information is not required in order to fulfil our service to you.

For more information, request your details or advise us of any changes, please either:

- Send an email to help@arkhamfitness.co.uk or;
- Write to us at: Arkham Fitness, Stubbins Vale Mill, Stubbins, Ramsbottom BL0 ONT

We may require that your request be accompanied by a photocopy of proof of identity or authority, such as a driving license or passport. Mobile app users are able to maintain some of their personal data directly. Note that if your account is in arrears you will be unable to use this functionality and you will be directed to contact us accordingly.

3.6 Third party disclosures

Your information may be passed to and used by all Arkham Fitness companies. Your personal data is also passed to our data processor for the purpose of providing our services to you (see 3.1). Your data will not be shared with any other third-party service providers without obtaining your prior consent. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide you on our behalf. When they no longer need your data to fulfil this service, they will dispose of your details in line with Arkham Fitness procedures.

We will never pass your personal information to anyone else, except where we are required or permitted to do so by law, for any successors in title to our business and suppliers that process information on our behalf both in the UK and abroad. We may also use and disclose

information in aggregate (so that no individual customers are identified) for marketing and strategic development purposes.

3.7 Cookies

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer browser from a website's computer and is stored on your device's hard drive in the form of a text file.

3.7.1 How do Arkham Fitness use cookies?

Cookies are used to control an online session and provide security such as a time-out function. Arkham Fitness only issues session specific cookies which store no personal or transactional data.

3.7.2 Third Party Cookies: Google Analytics

Arkham Fitness may use Google Analytics for SEO purposes and to improve their online marketing efforts. For a detailed explanation of how Google Analytics cookies work please visit: <https://developers.google.com/analytics/resources/concepts/gaConceptsCookies>

3.8 Other web sites

Our web site may contain links to other web sites which are outside our control and are not covered by this Privacy Notice. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy notice, which may differ from ours.

4.0 Data Retention Period

As a prospective member that has consented for us to contact you, Arkham Fitness will retain your data for up to 12 months, unless you notify us that you no longer wish to be contacted. If you join us, Arkham Fitness will retain your data for as long as you are a member. On termination of your membership, your personal data will be stored for a maximum period of 6 years for the purposes of responding to you in the event of any future indemnity claim that may arise. After this period, your personal data will be anonymized so you can no longer be identified from the information we hold.

4.1 Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- a) Right to be informed - you have the right to know how your personal data is being used
- b) Right of access - you have the right to request a copy of the information that we hold about you.
- c) Right of rectification - you have a right to correct data that we hold about you that is inaccurate or incomplete.
- d) Right to be forgotten - in certain circumstances you can ask for the data we hold about you to be erased from our records.
- e) Right to restriction of processing - if you believe the basis for processing your data as described in section 3 of this notice no longer applies or if you contest the accuracy of the information we hold about you, you have a right to request restrictions to the processing of your data.
- f) Right of portability - you have the right to have the data we hold about you transferred to another organisation.

- g) Right to object - you have the right to object to certain types of processing such as direct marketing.**
- h) Right to object to automated processing, including profiling - you also have the right to not be subject to the legal effects of any automated processing or profiling.**

Note that if Arkham Fitness refuses a request from you under rights of access, we will provide you with a reason as to why. Finally, if a data breach occurs which compromises your personal data, you have a right to be informed within 72 hours of us first becoming aware of the breach.

5.0 The Right to Complain

If you believe that your data is being processed unfairly or you have any other concerns about the way that Arkham Fitness or its designated processor is handling your data, you have the right to complain to the Information Commissioners Office (ICO). Please visit www.ico.org.uk for more information.

6.0 Privacy Notice Changes

Arkham Fitness reserves the right to update this Privacy Notice at any time, in particular pursuant to any changes made to the laws and regulations in force. We would recommend that you check these rules from time to time to stay informed of our procedures and rules relating to your personal information.

7.0 Contact Us

If you have questions relating to this privacy notice, you can: Send an email to help@arkhamfitness.co.uk

Health Commitment Statement

For

Staffed Facilities

Relating to COVID-19 (coronavirus)

We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer.

With this in mind, we have carefully considered what we can reasonably expect of each other.



Coronavirus is highly contagious (it spreads easily). Your health and the health of other gym users is your responsibility.

Our commitment to you

1. We will put in place the government guidelines published online at www.gov.uk. These guidelines are aimed at reducing the risk of spreading coronavirus.
2. We will carry out a risk assessment and make changes to manage social distancing and provide effective infection control.
3. We will provide you with information about these changes, including any rules that we ask you to follow.

Your commitment to us and other gym users

1. Do not enter the gym if you or anyone in your household has coronavirus symptoms.
2. By entering the gym you accept that even though we have put in place the government guidelines, you are still at risk of getting coronavirus. Make yourself aware of the government guidelines published online at www.gov.uk about protecting yourself and others from coronavirus, and follow them.
3. Make yourself aware of the changes we have made and any rules we ask you to follow, and follow them.

Relating to exercise

Our commitment to you

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to the fitness-industry standards set by the Chartered Institute for the Management of Sport and Physical Activity.
4. If you tell us you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional, and follow that advice.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities which you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or 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.
4. If you have a disability, follow any reasonable instructions to allow you to exercise safely.

