

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THIS WEBSITE AND BE AWARE THESE MAY BE UPDATED OVER TIME.

1. ABOUT THESE CONDITIONS

1. The following details the terms and conditions that apply to using this Website and the purchase of Goods and Services from us. If you do not agree to these terms and conditions, you must not use this website.
2. This Website and the Goods and Services provided are supplied by StrongHer Women Limited (referred to in this document as “we”, “us” and “our”). References including “you” and “your” refer to the user of this Website, purchaser of Goods or Services from us.
3. The Terms and Conditions should be read thoroughly prior to using the Website or purchasing Goods or Services from StrongHer Women Limited.
4. We reserve the right to change the Terms and Conditions at any time and these will come in to effect prior to being published on the website.
5. Any questions should be directed to info@strongher.co.uk, or by our ‘Contact Us’ section of the Website.

2. INFORMATION ABOUT US

StrongHer Women Limited is a company registered in England and Wales under company number 10623951, whose registered office is at Kemp House, 152-160 City Rd, London, EC1V 2NX.

3. INTERPRETATION

Definitions

“Account” StrongHer Women Limited Customer Account;

“Agreement” A Customer Account opened with StrongHer and agreement to the Conditions;

“Package” – Multiple Credits purchased at discounted rates;

“Class” Any exercise class, activity and/or other programme provided by us or on our behalf at the Studio as part of the Services;

“Conditions” The Terms and Conditions as set out in this document and as amended from time to time in accordance with Condition 1.4 above;

“Credit” Credits purchased via our Website or App and used to make bookings for Classes;

“Customer” The person or persons who enters into an Agreement with us and purchases Goods and/or accepts Services;

“Facilities” Our studios, equipment, facilities, reception area, changing rooms or outdoor area;

“Goods” any Goods offered for sale on our Website or at any of our Studios or in partnership with affiliated brands;

“Health Commitment Statement” The Health Commitment Statement (‘HCS’) sets the standards that health and fitness facilities and users can reasonably expect from each other in regards to the health of the user.

“Intellectual Property Rights” patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights, goodwill and the right to sue for passing off, rights in designs, Website content and design, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Representative” officers, agents, employees, instructors, ambassadors, or other representatives of StrongHer.

“Services” services available to you via the Website and the StrongHer app in connection with StrongHer, including but not limited to the classes;

“Studios” any of our Studios, as published on our Website, including any property relating to part of the Studios

“Venue” any of our Studios, Reception, Changing Room facilities and Waiting Areas, including any property relating to part of the Venue; and

“Website” www.strongher.co.uk

“StrongHer” StrongHer Women Limited

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

4. USERS OF OUR FACILITY

1. You must be aged 16 years or over to attend any of our Classes or to use any of our studio facilities at the premises.
2. You agree to comply with our Class Rules which can be found online or displayed in our Venues. The access rules concern opening hours, use of our facilities and your conduct. Instructors and classes are subject to change.
3. We reserve the right to refuse you access to the Venues and suspend or terminate your use of the Services if we reasonably consider that your conduct is damaging to our reputation, is in breach of these Conditions or would otherwise be in the interests of other users of the Venue or participants in our Classes.
4. You agree to us taking photographs and/or videos inside the studio and/or during Class at any time, such photographs to be used for promotional purposes.

4. HEALTH COMMITMENT STATEMENT

Your health is your responsibility. The management and staff are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

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 make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards with a minimum of Level 2 fitness instructing qualification.
4. If you tell us that 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. You should 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. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

5. LIABILITY WAIVER

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each client, guest, and all participating family members) agree that if you engage in any physical exercise or activity, or use any gym amenity on the premises or off premises, you do so entirely at your own risk. Any recommendation for changes in diet, including the use of food supplements are entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of:

- 1) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction;
- 2) the sudden and unforeseen malfunctioning of any equipment;
- 3) our instruction, training, supervision, or dietary recommendations; and
- 4) your slipping and/or falling while in the building, or on the premises, including adjacent footpaths and parking areas.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the gym, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the gym for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and only the offending provision or provisions shall be severed.

6. CREDITS

1. To book a Class, your account must include at least one Credit. One Credit entitles you to attend one Class.
2. You can purchase Credits via our Website or at our Venue. Multiple Credits can also be purchased as Packages at discounted rates.
3. Memberships can be purchased with unlimited usage of classes. Unlimited is equal to 1 class per day, bookable online. Up to 10 sessions a week can be used at the discretion of StrongHer.
4. Price details for Credits, Packages, Memberships and offers are available on our Website and displayed in house at the Venue. Prices will be determined by StrongHer and may change at any time- 30 days written notice will apply to any price changes.
5. Credits purchased as part of Packages have expiry dates, so you are required to read the expiry date shown before buying the Credits.
6. Subject to any statutory right of cancellation, payments for Credits are non-refundable unless otherwise stated in these Conditions.
7. For full expiration/cancellation policies, please see below. Memberships must be cancelled in writing to info@strongher.co.uk . Please note removing a credit card on your account does not constitute cancelling your contract.
8. Discount codes are unique to each offer. Offers are subject to our discretion and may be withdrawn at any time and without notice. Discounts cannot be re-used and are valid once per customer unless otherwise stated in the terms of the Discount.

7. CANCELLATION POLICY / EXPIRATION DATES

	Terms	AutoPay/Contract	Expiration	Cancellation Notice Period
Off peak Gym Membership - Rolling	Monthly Membership for use of the facilities between 9am-5pm.	Autopay. No Contract.	Monthly rolling contract	Anytime
Off peak Gym Membership - 3.6 or 12 months	Monthly Membership for use of the facilities between 9am-5pm.	Autopay	Relative to contract. 3/6/12 months. Auto renews at the end of duration	Cancellation fee will apply. 30 days notice period also applies
3 Class per week & Off Peak Gym Membership - Rolling	Monthly membership inclusive of 3 classes per week as well as use of facilities between 9am-5pm	Autopay	Monthly rolling contract	Anytime
3 Class per week & Off Peak Gym Membership - 3/6/12 month contract	Monthly membership inclusive of 3 classes per week as well as use of facilities between 9am-5pm	Autopay	Relative to contract. 3/6/12 months. Auto renews at the end of duration	Cancellation fee will apply. 30 days notice period also applies

Unlimited Class Membership - Rolling	Monthly membership inclusive of 10 classes per week (7 bookable online) as well as use of the facilities between 9am-5pm.	Autopay. No Contract.	Monthly rolling contract	Anytime
3/6/12 Month Unlimited Class Membership	Monthly membership inclusive of 10 classes per week (7 bookable online) as well as use of the facilities between 9am-5pm.	Autopay	Relative to contract. 3/6/12 months. Auto renews at the end of duration	Cancellation fee will apply. 30 days notice period also applies
5 Class Package	5 credits to be used on any StrongHer classes, exclusive of Warrior Project or any other courses.	n/a	1 month	See class cancellation policy below.
10 Class Package	10 credits to be used on any StrongHer classes, exclusive of Warrior Project or any other courses.	n/a	2 months	See class cancellation policy below.
20 Class Package	20 credits to be used on any StrongHer classes, exclusive of Warrior Project or any other courses.	n/a	3 months	See class cancellation policy below.
40 Class Package	40 credits to be used on any StrongHer classes, exclusive of Warrior Project or any other courses.	n/a	6 months	See class cancellation policy below.
Warrior Project	Valid for 8 sessions per month of our Warrior Project.	Autopay. No contract.	Monthly rolling contract	14 day notice period.
StrongHer Method (Studio)	Valid for 8,12 or 16 sessions of our StrongHer method per month	Autopay. No contract.	Monthly rolling contract	14 day notice period.
StrongHer Method (Online)	Valid for use on a weekly basis	Autopay. No contract.	Weekly rolling contract	Anytime

Class Cancellations - StrongHer allows a 12 hour cancellation period for each class within the facilities. For any class which is cancelled within 12 hours of the start time, this class will be lost, or any 'no show'. Late cancellations will incur a charge of £6.50 where a 'no show' will incur a charge of £8.

8. BOOKING A CLASS

1. Advanced booking of Classes is available online on our Website. When a Class is booked, one Credit will be deducted from your account.
2. All Classes are subject to availability and we cannot guarantee spaces will be available to any Class, even if you have Credits in your account.
3. If you provide more than 12 hours notice of cancellation prior to the start time of the Class, your Credit will be refunded. If your booking is cancelled within 12 hours of the start time of the Class, you will lose your credit.
4. If the Class you wish to attend is fully booked, you may choose any other Class with remaining spaces.
5. When a spot becomes available in the Class, you will be added to the Class before it begins, should you have at least one Credit in your account. You will receive an email confirming your booking.
6. If StrongHer cancels a Class, you will receive your Credit back as a refund.

9. USE OF OUR WEBSITE

1. Use of our Website includes accessing, browsing or registering to use our Website. Using the Website is confirmation these Conditions are agreed to and will comply with them.
2. The Website will be updated and content may change at any time. The content on the Website may be out of date at any time and we are not required to update it. The Website may contain errors or omissions.
3. We cannot guarantee that the Website or its content will be available. Temporary access is permitted and we have the right to remove, suspend or change any part of the website without notice.
4. You must agree to access the Website solely for your own use. You must not use any photography, videos, illustrations, branding or graphics from the Website without written permission from StrongHer Women Ltd. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.
5. You may not copy, store, distribute, transmit, re-transmit, broadcast, modify, delete or show in public any part of this Website or systematically extract material from this Website or any document available through it, create any derivative works from it or in any other way exploit commercially all or any part of this Website or any document available through it without our prior written consent.
6. This Website should only be accessed using a computer linked to a secure network environment.
7. If you are aware of any error on this Website please contact us by email at marketing@strongher.co.uk and we will endeavour to correct it.
8. It is our policy to virus check documents and files before they are posted on this Website. However, we cannot guarantee that documents or files downloaded from this Website will be free from viruses. You must use virus-checking software when using this Website. We exclude to the fullest extent permitted by law, all liability (save in respect of death or personal injury caused by negligence and for fraud) in connection with
 - (a) Any damage or loss caused by errors, computer viruses, other malicious code or harmful components originating or contracted from the Website or from any third party Websites linked to this Website and;
 - (b) any interruptions in your access to the Website.
9. You must not misuse our Website by knowingly introducing computer viruses, other malicious code or harmful components. You must not attempt to gain unauthorised access to our Website. You must not attack our site via a denial-of-service attack or a distributed denial- of-service attack. By breaching this clause you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately and you will indemnify us for any breach, which means that you will be responsible for any loss or damage we suffer as a result of you not complying with this clause.

10. If you decide to access any third party Websites linked to this Website, you do this entirely at your own risk and we will not be liable for any loss or damage that may arise from your use of them. We provide these links purely for convenience and the inclusion of such links does not imply that we endorse or accept any responsibility for, or have any control over, the content or use of such Websites. You may be subject to the terms of use applicable to such third party sites.
11. You are not permitted to use this website other than for the following, private, non-commercial purposes: (i) viewing this website; (ii) making bookings; (iii) reviewing/changing bookings; (iv) checking class schedule information; (v) viewing trainer information (vi) transferring to other websites through links provided on this website; and (vii) making use of other facilities that may be provided on the website.
12. The use of automated or manual systems or software to extract data from www.strongher.co.uk for commercial purposes, ('screen scraping') is prohibited unless the third party has directly concluded a written licence agreement with StrongHer in which permits it access to StrongHer's price, timetable and booking information'

10. YOUR USERNAME AND PASSWORD

1. Certain areas of our Website are restricted and may only be accessed if you are registered with us and have been issued with or have chosen a username and password.
2. You must not allow any other person to use your username, password or other login details and must treat such information as confidential and must not disclose it to any third party. If you believe or suspect that someone else knows your login details you must contact us at info@strongher.co.uk as soon as possible.
3. Each person is allowed to have one account and you cannot create multiple user accounts in order to benefit from any special offers or deals.
4. We reserve the right to disable any user identification code or password used to access this Website at any time if in our reasonable opinion you have failed to comply with these Conditions.
5. You shall not obtain or attempt to obtain unauthorised access to an area of this Website which is only accessible with a username and password other than that which has been identified as being available to you through the logins and passwords notified to you and you will not attempt to evade our authentication or security procedures nor assist, encourage or permit any other person to do any of the above things.
6. You should be aware that some of the documents, files and other information may contain personal data subject to applicable data protection legislation. You must not use that data contrary to such legislation.
7. We shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of unauthorised use or possible unauthorised use of your login details or of a breach of security at info@strongher.co.uk
8. If you are accessing an area of our Website protected by a username and password to use the Services available through it otherwise than in the course of your business, you have certain statutory rights as a consumer regarding the performance of Services. These statutory rights will not be affected by any statement contained in these Conditions.

11. INTELLECTUAL PROPERTY

1. All Intellectual Property Rights in or arising out of or in connection with the Website and the Services shall be owned by us. All such rights are reserved.
2. The design and layout of this Website are protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.
3. Any trade marks, logos and trade names displayed on the Website ("Marks") are the property of StrongHer Women Limited, Kemp House, 152-160 City Road, London, EC1V 2NX, or other third parties. You are not permitted to download, copy, modify or use the Marks without our prior written consent or the consent of such third party who may own the Marks.
4. We and our suppliers own the Intellectual Property Rights in the software that runs this Website. Save to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute, decipher, de-compile, interfere with or attempt to interfere with that software without our prior written consent.

5. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services and Website, the Customer's use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to the Customer.