



Strength and Fitness Gym

Privacy Policy / Cookies Policy / Terms and Conditions

1. INTRODUCTION AND SUMMARY

1.1. Introduction

Thanks for reading our privacy notice. It tells you how we collect, use and share your personal information and what your rights are – and how to exercise them.

This notice applies to you if you are:

- A customer: a member (or their guest), or someone who buys products from our website, or gym**
- A supplier: a sole trader or partnership or a contact for us at a corporate supplier who provides services to us**
- A consultant: an adviser, consultant, or other professional expert**
- A job applicant: someone who is interesting in working for us**

- **An interested person: someone who makes an enquiry or complaint or corresponds or enters a competition with us or visits us, who isn't in any of the categories above**
- **A relative of a member of our staff: a close family member or next of kin of a member of our staff, or**
- **A website visitor or user of social media: a visitor to our website or user of social media.**

This notice doesn't apply to Strength and Fitness Gym Ltd staff, a freelance service providers (personal trainer, swimming instructor or class instructor) or shareholders. There are a couple of technical definitions to get out of the way first. Here they are.

By "personal information" we mean personal data as defined in UK data protection law. In general, it means any information relating to you, which identifies you or allows you to be identified. That may be your name, an ID number, location, an online identifier or factors specific to you (e.g. physical, physiology (thoughts, feelings), genetic, mental, economic, cultural or social factors).

By "sensitive" personal information we mean two things: 1. what's technically known as "special categories" (personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying an individual, data concerning health or data concerning an individual's sex life or sexual orientation) and 2. criminal data (criminal offences or related security measures, including the alleged commission of offences, proceedings for an offence committed or alleged to have been committed or the disposal of those proceedings, including sentencing).

For ease, we've split this privacy notice up into parts:

Part 1: Introduction and summary

Part 2: Important information about your rights in relation to consent and to object to our use of your personal information

Part 3: Key information required by the GDPR

Part 4: Cookies and similar technologies

If you have any queries about this privacy notice, please contact us. Please see "Our identity and contact details" in section a and "Data protection officer" section b of "Key information required by the GDPR" below for our data protection officer's contact details.

1.2. Summary

Here's a summary overview to help you navigate. Find yourself in the left hand column, then read across the table.

Type of individual (current, past or prospective)	Our main uses of your personal information	Where to find out more
Gym gym members: or a guest of a member.	<ul style="list-style-type: none">● To enter into a contract with you, your employer or a third party provider of gym services.● To provide agreed health gym services to you as our customer.	<p>How to withdraw your consent or object to our use (where applicable) Look in Part 2.</p> <p>It tells you how to withdraw any consent you've given (see section j as well) and how to object to both direct marketing and to our use where it's based on a balancing test (called "legitimate interests") which involves</p>

	<ul style="list-style-type: none"> ● To keep accounts and records. ● We may, if you consent, send you offers and news by email. We track whether emails are opened and whether links in the emails are clicked on. 	<p>weighing our interests or a third party's interests against your rights.</p> <p>Other information</p>
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<ul style="list-style-type: none"> ● To identify you through our gym entry ● To interact with you through our apps. The Virtuagym lets you book sessions, communicate with the gym and see gym offers and news, which are personalised if you are in the gym (e.g. with today's offer from the Store). The Virtuagym app works with a cardio belt to monitor heart rate; we do not get your personal information from that app. The Virtuagym app works with gym equipment supplied by Virtuagym we do not get your personal information from that app either. ● To record telephone calls with you for training, monitoring and evidential purposes; we record inbound and outbound calls to and from the head office call centres and may record calls to and from the legal department. ● To record CCTV images at some of our gyms for the prevention and detection of crime (both revenue and asset protection) and for health and safety (for example at the 	<p>Look in Part 3; here's what's in the different sections.</p> <ul style="list-style-type: none"> ● Sections a and b: our contact details ● Section c: the purposes and legal basis for our use of your personal information ● Section d the legitimate interests often underpinning our use of your personal information ● Section e: the types of personal information we may get from someone other than you ● Section f: third parties with whom we may share your personal information ● Section g: transfers (exports) of personal information
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poolside). ANPR is used by Parking Eye at some of our sites but we do not have access to images.

- Section h: storage periods
- Section i: your GDPR rights
- Section j: withdrawing consent
- Section k: complaints to the ICO
- Section l: information you must provide (either by law or under a contract)
- Section m: sources of personal information (where you aren't the source).
- Section n: automated decisions.

Customers may find further customer-specific information on forms, on pre-exercise and spa treatment questionnaires, gym rules and in their contracts.

- If you use our public wifi (provided by BT), BT will collect your marketing preferences and share them with us.
- To interact with you on social media (Facebook, Twitter or Instagram).

- If you are under 16, your record will be linked to your parent's and we will normally communicate with your parent rather than with you.
- Your personal information may be shared intra-group if you use other health gyms, under our cross-usage policy.
- If you have signed up with a third party gym services provider, then depending on the provider, they may provide us with your personal information including your answers to our pre-exercise questionnaire or may simply validate your membership when you sign up with us.
- For related purposes such as analysis to help us find new members

- To interact with you through our spa app.
- To record telephone calls with you for training, monitoring and evidential purposes; we record inbound and outbound calls to and from the spa call centre and may record calls to and from the legal department.
- To record CCTV images at our spa receptions for the prevention and detection of crime. ANPR is used by Parking Eye at some of our sites but we do not have access to images.
- To interact with you on social media (Facebook, Twitter or Instagram).
- For related purposes such as analysis to help us find new spa users.

- If you use our public wifi (provided by BT), BT will collect your marketing preferences and share them with us.

	<ul style="list-style-type: none"> ● If you pay through one of our tills, provided by Clover, your payment receipt is stored by Clover. ● To interact with you on social media (Facebook, Twitter or Instagram). ● If you book hotel accommodation through a third party such as a travel agent or portal, we will receive your information from that third party and will confirm the booking and the fact you stayed at the hotel with them for payment purposes. 	
<p>Product customers: an individual who buys products from our website, or from one of our spas, health gyms or hotels.</p>	<ul style="list-style-type: none"> ● To enter into a contract with you and to provide you with the product you have bought. ● To keep accounts and records. ● We may, if you consent, send you offers and news by email. We track whether our emails are opened and whether links in the emails are clicked on. 	
<p>A supplier: a sole trader or partnership or a contact for us at a corporate supplier who provides services to us as a business</p>	<ul style="list-style-type: none"> ● To receive agreed services from you or your employer or company. ● To keep accounts and records. 	

<p>A consultant: an adviser, consultant or other professional expert who provides services to us as a business</p>	<ul style="list-style-type: none"> ● To receive agreed services from you or your employer or company. ● To keep accounts and records. 	
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<p>A job applicant: someone who is interested in working for us</p>	<ul style="list-style-type: none"> ● To evaluate your application and enter into a services or employment contract or similar contract with you. 	
<p>An interested person: an individual who makes an enquiry or a complaint or corresponds with us or visits us (including carers and other representatives of members) but who isn't in any of the categories above</p>	<ul style="list-style-type: none"> ● To respond to your enquiry or complaint or correspond with you. ● To record telephone calls with you for training, monitoring and evidential purposes; we record inbound and outbound calls to and from the health gym and spa call centres and may record calls to and from the legal department ● To record CCTV images at some of our health gyms, spas and hotels for the prevention and detection of crime and for health and safety. ANPR is used by Parking Eye at some of our sites but we do not have access to images. 	
<p>A relative of a member of our staff: a close family member or next of kin of a member of our staff</p>	<ul style="list-style-type: none"> ● Our member of staff may give us your name, address and date of birth which we may use to contact you in an emergency. 	
<p>A visitor to our website or social media users: a</p>	<ul style="list-style-type: none"> ● We advertise on Facebook, Twitter, Instagram and YouTube. You may see one of our ads as a result. 	<p>Look in Part 3:</p> <ul style="list-style-type: none"> ● Sections a and b: our contact details

<p>visitor to our website or social media user.</p>	<ul style="list-style-type: none"> ● We use Google Analytics on our site which captures where individuals discontinue the order process; the report Google gives us does not identify individuals. 	<ul style="list-style-type: none"> ● Section i: your GDPR rights ● Section k: complaints to the ICO ● Section m: sources of personal information (where you aren't the source).
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2. IMPORTANT INFORMATION ABOUT YOUR RIGHTS IN RELATION TO CONSENT AND TO OBJECT TO OUR USE OF YOUR PERSONAL INFORMATION

Your rights in relation to consent: You may, at any time, withdraw your consent or explicit consent to us using your personal information or sensitive personal information as summarised below.

- To send you direct marketing based on your consent. This may be by email, phone or text. We track whether emails are opened and links clicked on. To withdraw consent, please use the opt-out option in the direct marketing. Members may also change their settings in the member portal.
- To hold and use your health data to provide you with health gym membership and/or spa treatments. To withdraw consent, please contact us.
- To make reasonable adjustments, for persons with a disability. To withdraw consent, please contact us.
- To set and read cookies on your device. We will rely on your browser settings to indicate your consent to the use of cookies. To withdraw your consent, please

adjust your browser settings. Please see "Cookies and similar technologies" below for instructions.

Please see:

- **section a in "Key information required by the GDPR" below for our contact details**
- **section c in "Key information required by the GDPR" below for further details of where we rely on your consent**
- **section j in "Key information required by the GDPR" below for further details of your right to withdraw consent, and**
- **"Cookies and similar technologies" below for information about cookies and similar technologies used on this site.**

Your right to object to our use of the "legitimate interests" basis for processing: You may, at any time, object to direct mail and our use of your personal information which is based on our own or others' legitimate interests, as summarised below.

Our own legitimate interests

- **To operate and improve our business**
- **To manage relationships with customers**
- **To manage relationships with suppliers**
- **To detect and prevent fraud**
- **To send you direct mail if you are not registered with the Mail Preference Service and do not object**
- **To promote and advertise our products and services online**

- For internal group administration, for example to enable members to benefit from the cross-usage policy across our health gyms
- For network and information security
- To report possible criminal acts/threats to competent authorities.

Others legitimate interests

We operate CCTV at our gyms, spas, hotels and head office. We have entry systems to our gyms and we record calls to and from our call centres and the legal department. It is in the legitimate interests of anyone visiting our gyms, spas and hotels to have a secure and safe environment; of our callers to benefit from quality checks and to evidence calls made and received.

You may object to our use on that basis. To exercise your right, please contact us. Please see:

- section a in "Key information required by the GDPR" below for our contact details
- section d in "Key information required by the GDPR" below for further details of our reliance on the legitimate interests basis for processing, and
- section i in "Key information required by the GDPR" below for further details of your right to object.

3. KEY INFORMATION REQUIRED BY THE GDPR

Here are important details about us and our use of your personal information.

Requirement	Our details
a. Our identity and contact details	Strength and Fitness Ltd, company number 13210509

<p>Identity and contact details and, where applicable, of the representative</p>	<p>Address: 61 Pategill Road, Penrith, Cumbria, England, CA11 8JU</p> <p>Email: info@strengthandfitnessgym.com</p> <p>It would be very helpful if you would tell us exactly why you are contacting us. For example to exercise a right, please put the name of the right in the subject line of the email. Thank you.</p>		
<p>b. Data protection officer and queries</p> <p>Contact details of the data protection officer, where applicable</p>	<p>To contact our data protection officer, please use the following details: Email: info@strengthandfitnessgym.com</p>		
<p>c. Purposes and legal basis</p> <p>The purposes of the use for which the personal information is intended as well as the legal</p>	<p>Here is a summary of the purposes for which we use personal information and the legal bases for our use.</p>		
	<p>Our purposes</p>	<p>Legal basis (all personal information)</p>	<p>Additional legal basis (sensitive personal information)</p>
	<p>To enable us to provide our gym</p>	<ul style="list-style-type: none"> • Contract • Legal obligation 	<ul style="list-style-type: none"> • Explicit consent

basis for the use			
<p>Here's a key to the second column:</p> <p>Consent: your consent to one or more specific purposes</p>	<p>services and sell our products to our customers</p>	<ul style="list-style-type: none"> ● Legitimate interests 	<p>Prevention/detection of unlawful acts</p> <ul style="list-style-type: none"> ● Regulatory requirements relating to unlawful acts/ dishonesty etc.
<p>Contract: entering into a contract with you or performing a contract with you</p>			
<p>Legal obligation: we're required by law to do this</p> <p>Vital interests: to protect your own or another individual's vital interests (e.g. life or death situation)</p>	<p>To support and manage job applicants (where appropriate)</p>	<ul style="list-style-type: none"> ● Consent ● Contract ● Legal obligation ● Vital interests ● Legitimate interests 	<p>Explicit consent</p> <ul style="list-style-type: none"> ● Employment, social security and social protection law ● Vital interests ● Legal claims ● Equal opportunities ● Prevention/detection of unlawful acts

<p>Legitimate interests: we've identified this as a legitimate interest of ours or a third party; we consider that use of your personal information is necessary to achieve that legitimate interest; and we've balanced all that against your interests, rights and freedoms</p> <p>The third column gets a bit more technical. Where we're dealing with sensitive personal information we need not one legal basis but two, from a different list (and the list is a lot longer).</p>	To advertise and promote our products/services and business	<p>Consent</p> <ul style="list-style-type: none"> • Legitimate interests 	<p>Explicit consent</p> <ul style="list-style-type: none"> • Public domain
	To maintain our accounts and records	<p>Contract</p> <ul style="list-style-type: none"> • Legal obligation • Legitimate interests 	<p>Legal claims</p> <ul style="list-style-type: none"> • Prevention/detection of unlawful acts • Regulatory requirements relating to unlawful acts and dishonesty etc.
<p>The main ones are:</p> <p>Explicit consent: your explicit consent to one or more specific purposes</p>	Advertising, marketing and public relations by Bannatyne Fitness Ltd for other Bannatyne group companies	<p>Consent</p> <ul style="list-style-type: none"> • Legitimate interests 	NA

<p>Legal claims: to establish, exercise or defend a legal claim</p> <p>Prevention/detection of unlawful acts: this is where we must use personal information without consent so as not to prejudice preventing or detecting unlawful acts</p>	<p>The use of CCTV systems to monitor and collect visual images for the purposes of health and safety on the poolside of health gyms, revenue protection and the prevention and detection of crime</p>	<p>Legitimate interests</p>	<p>Public domain</p> <ul style="list-style-type: none"> • Prevention/detection of unlawful acts • Regulatory requirements relating to unlawful acts/ dishonesty etc
<p>Regulatory requirements relating to unlawful acts and dishonesty etc.: this is where we must use personal information without consent to comply with (or help someone else comply with) a regulatory requirement that involves establishing if someone has committed an unlawful act or is dishonest etc.</p>	<p>To collect debts, deal with disputes and bring and defend legal claims</p>	<p>Legitimate interests</p>	<p>Legal claims</p>
<p>Regulatory requirements relating to unlawful acts and dishonesty etc.: this is where we must use personal information without consent to comply with (or help someone else comply with) a regulatory requirement that involves establishing if someone has committed an unlawful act or is dishonest etc.</p>	<p>To analyse data and produce reports for business planning and management</p>	<p>Legitimate interests</p>	<p>NA</p>
<p>Public domain: you've deliberately put your sensitive</p>	<p>The licensing in of personal information of prospective gym members</p>	<p>Consent</p> <ul style="list-style-type: none"> • Legitimate interests 	<p>NA</p>

<p>personal information into the public domain</p> <p>Vital interests: that's the same as column 2 except it has to be where the individual is incapable (physically or legally) of giving consent.</p> <p>You can find more details on the ICO website at https://ico.org.uk</p>			
<p>d. Legitimate interests</p> <p>Where the use of information is based on the legitimate interests condition, the legitimate interests pursued</p>	<p>Our legitimate interests</p> <ul style="list-style-type: none"> • To operate and improve our business, which includes providing our products and services and analysing data to produce reports for business planning and management • Customer relationship management; this may include keeping your details on our membership, hotel or spa databases, providing customer services and keeping accounts and records 		

	<ul style="list-style-type: none"> ● Supplier relationship management; this will mainly be limited to keeping accounts and records but we also use it where appropriate to improve services ● Fraud detection and prevention: this may include the use of CCTV ● Direct marketing: this may include direct mail if you are not registered with the Mail Preference Service and do not object ● Promotion and advertising: the online advertising of our products and services ● Internal group administration: to enable members to benefit from the cross-usage policy across our health gyms ● Network and information security; for example we use a range of tools to secure and protect our network and systems ● Reporting possible criminal acts/threats to competent authorities, where applicable. <p>Others' legitimate interests</p> <p>We operate CCTV at our gyms, spas, hotels and head office. We have entry systems to our gyms and we record calls to and from our call centres and the legal department. It is in the legitimate interests of anyone visiting our gyms, spas and hotels to have a secure and safe environment; of our callers to benefit from quality checks and to evidence calls made and received.</p>
<p>e. Personal information collected indirectly</p> <p>– categories</p>	<p>We collect the following categories of personal information indirectly (e.g. from third parties):</p> <ul style="list-style-type: none"> ● Customer contact details and possibly the relationship, e.g. if someone buys products, services, vouchers or membership

<p>The categories of personal information collected indirectly</p>	<p>for you as a gift; this includes where a parent member registers a child member at a health gym.</p> <ul style="list-style-type: none"> ● Marketing preferences, from BT who provides wifi in our health gyms and hotels ● Prospect name and contact details, to carry out prospect mailings. ● References for job applicants or suppliers, from referees. ● Statistics, from Google Analytics. ● Direct messages and other data about interactions with individuals, from the social media platforms we use, Facebook, Twitter, Instagram and YouTube.
<p>f. Recipients</p>	<p>We may share your personal information with, as appropriate:</p>

<p>The recipients or categories of recipients of the personal information, if any</p>	<ul style="list-style-type: none"> ● Self-employed (freelance) personal trainers, swimming instructors and class instructors who provide health gym services for us ● Our group companies (see section a above), where necessary to allow cross-usage of health gyms ● Our analytics provider, Database Direction Ltd, to help us find new members ● A third party courier (for delivery of products ordered online)
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	<ul style="list-style-type: none">● A marketing services provider, Text Global, for sending marketing emails and texts● Our debt collection agents, if you owe us money● Our health and safety advisers, if you have an accident.● Our legal advisers, for legal advice and representation● Processors, who process personal information on our behalf, such as our IT service providers. They will have incidental access to your personal information but will be obliged to keep it confidential, act only on our instructions, keep it secure, and help us with our data protection compliance where appropriate● Another business, in connection with a merger or acquisition with them. <p>We will not otherwise disclose your personal information to any third party unless required or permitted to do so by law.</p>
<p>g. Transfers outside of the European Economic Area (EU member states, Norway, Iceland and Liechtenstein) (EEA)</p> <p>Where applicable, the fact that personal information is to be transferred to a third country or</p>	<p>Our transfers</p> <p>We operate in Europe and do not need to transfer any personal information to third countries or international organisations.</p> <p>However some of our providers may transfer personal information to third countries in order to provide support or because they host</p>

<p>international organisation and the existence or absence of an adequacy decision by the European Commission, or in the case of transfers subject to appropriate safeguards or non-repetitive, limited transfers based on</p>	<p>personal information in a third country. For example</p> <ul style="list-style-type: none"> ● We use Google apps, provided by Google, Inc. ● Virtuagym who transfer marketing consents to the US ● BT wifi who transfer marketing consents to the US
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<p>compelling legitimate interests, reference to the appropriate or suitable safeguards and the means by which to obtain a copy of them or where they have been made available.</p>	<p>Both Google, Inc. and AWS are in Privacy Shield, which has an adequacy decision. Further information about transfer options and explanation of technical terms</p> <p>Here is a short explanation of the options for transferring personal information to third countries or international organisations.</p> <p>First, an "adequacy decision" which is a legal decision by the European Commission that adequate protection is provided by a country, territory, specified sector(s) or an international organisation. It is based on an assessment of the following: (a) rule of law and other legal considerations (b) existence and functioning of an independent supervisory authority and (c) international commitments and obligations/participation.</p> <p>Secondly "appropriate safeguards" which may take several forms, including:</p> <ul style="list-style-type: none"> ● standard data protection clauses adopted by the European Commission (known as "model clauses")
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	<ul style="list-style-type: none"> ● other contract clauses that have been approved by the Information Commissioner ● "binding corporate rules" which apply to a group of companies or enterprises engaged in a joint economic activity ● an approved code of conduct or approved certification mechanism, which binds the organisation in the third country and can be enforced. <p>Thirdly, "derogations" such as consent or contact performance, which can only be used in the absence of an adequacy decision or appropriate safeguards. Please note that the absence of an adequacy decision and appropriate safeguards creates possible risks for individuals. In the EEA individuals have certain rights and remedies if the use of their personal information is unlawful. Individuals may not have the same rights and remedies if their personal information is used in a third country or by an international organisation.</p>
<p>h. Storage period</p> <p>The period for which the personal information will be stored, or if that is not possible, the criteria used to determine that period</p>	<p>The period for which we will store personal information is based on our need to fulfil our legitimate business needs, comply with applicable law, resolve disputes, and enforce our agreements. Our storage periods are:</p> <ul style="list-style-type: none"> ● CCTV is retained for upto 30 days in the health gyms and 30 days in the hotels and at head office. ● Exercise cards of health gym members are stored until the member leaves. ● Unsuccessful job applicants' details are destroyed after 6 months

	<ul style="list-style-type: none">● The cookies placed on your device will be readable by our site until they expire or you clear them or dispose of your device. Please see part 4, Cookies and similar technologies for further details.● Other personal information is stored for a maximum of 6 years after the end of the relationship with the individual. <p>This is normally based on the "limitation period", the period of time that a legal claim can be brought. For a breach of contract, the limitation period is 6 years, so we may retain your details for up to 6 years after the end of the contract.</p>
<p>i. Individual rights</p> <p>The existence of the right to request access to and rectification or erasure of personal information or restriction of use concerning the individual or to object to use as well as the right to data portability</p>	<p>You have rights to make a request to us:</p> <ul style="list-style-type: none">● for access to your personal information● for rectification or erasure of your personal information● for restriction of processing concerning you● to object to our processing which is based on legitimate interests● to object to direct marketing● to object to archiving in the public interest, research and statistics● to port (transfer) personal information you have provided to us, either to you or to another provider.

	<p>These rights are more complicated than the simple summary above. To find out more about them, please visit the Information Commissioner's website. To exercise your rights, please contact our data protection officer or ask us for a form. Our contact details are in the "Identity and contact details" section a above, and "Data protection officer" section b above.</p> <p>Please make it clear which right(s) you want to exercise, for example by putting "right to object" in the subject line of the email if you wish to exercise the right to object. Thank you.</p>
<p>j. Withdrawal of consent</p> <p>Where the use is based on consent (for ordinary or sensitive personal information), the existence of the right to withdraw consent at any time, without affecting the lawfulness of use based on consent before its withdrawal</p>	<p>You have a right to withdraw any consent you give us at any time.</p> <p>This will not affect the legality of our consent-based use before you withdrew consent.</p> <p>If you withdraw your explicit consent to us holding your health data, we may not be able to provide you with our health gym or spa treatments unless another legal basis applies.</p> <p>You can unsubscribe from email updates at any time by using the opt-out in the email, or by replying STOP to text marketing messages. Members can update their account settings in the member portal.</p>
	<p>To withdraw consent to cookies, please adjust your browser settings (please see part 4, Cookies</p>

	<p>and similar technologies below for further details).</p> <p>To exercise your right to withdraw in any other case, please contact us. Our contact details are in the "Identity and contact details" section a above, and "Data protection officer" section b above.</p> <p>Please make it clear you want to exercise this right, for example by putting "Withdrawal of consent" in the subject line of the email. Thank you.</p>
<p>k. Complaints</p>	<p>You have a right to complain to the Information Commissioner, whose contact details are:</p>
<p>The right to lodge a complaint with a supervisory authority</p>	<p>Information Commissioner's Office Wycliffe House</p> <p>Water Lane Wilmslow Cheshire SK9 5AF</p> <p>England</p>
	<p>Telephone: 0303 123 1113 (local rate) or 01625 545 745 (national rate).</p>
	<p>Website: https://ico.org.uk which sets out email addresses and an email form.</p>
<p>I. Information collected directly – legal or contract requirement</p> <p>Whether the provision of personal information is a statutory or contractual requirement, or a</p>	<p>If you are a customer, supplier, consultant, job applicant or interested person, we'll normally need your personal details (name and contact details) to provide products and services, receive products and services, process your application or answer your query or complaint.</p>

requirement necessary to enter into a contract, as well as whether the individual is obliged to provide the personal information and of the possible consequences of failure to provide that information

For suppliers and job applicants, we may also need your financial details (e.g. bank details and VAT number where applicable) so we can pay you.

For customers using our health gym, it is a contract requirement that you provide your bank details to set up a direct debit. We will not provide our services without these details.

When using our health gyms, we ask you to complete a pre-exercise questionnaire and provide other health-related data. We may, if we consider it in your best interests, refuse access to all or some gym equipment if you fail to provide that information.

When booking for a spa treatment, we ask you to complete a spa treatment questionnaire. We may, if we consider it in your best interests, refuse access to our spa or certain treatments if you fail to provide that information.

When buying a product online, it is a contract requirement that you provide your contact details, the address to which any product should be delivered, and other

	<p>mandatory information in the order process.</p>
<p>m. Sources of personal information collected indirectly</p> <p>The source of the personal information and if applicable, whether it came from publicly accessible sources</p>	<p>The sources of the personal information we collect indirectly are listed below.</p> <ul style="list-style-type: none"> ● If someone buys products, services, vouchers or membership for you as a gift, we will receive your personal information from them; this includes where a parent member registers a child member at a health gym ● BT, who provides us with marketing preferences collected on registration for our wifi ● Scarlet Orange, who may supply us with prospect data ● Referees, who may provide references for job applicants or suppliers ● Google Analytics, who provides us with statistics about our site, including where visitors discontinue the order process. Please see Google's privacy

	<p>site and privacy policy for further details.</p> <ul style="list-style-type: none"> • Facebook, Instagram and Twitter, who enable us to advertise to users of their platforms.
<p>n. Automated decision-making</p> <p>The existence of automated decision-making, including profiling. This means a decision based solely on automated profiling which produces legal effects concerning the individual, and which must not be based on special categories of (i.e. sensitive) personal information without explicit consent or substantial public interest, with safeguards. Meaningful information about the logic involved, as well as the significance and the envisaged consequences of the processing for the individual must also be provided.</p>	<p>We do not conduct automated decision-making. All such decisions about you will be made by humans.</p>

4. COOKIES AND SIMILAR TECHNOLOGIES

4.1. Introduction

A cookie is a file containing a small amount of information that a website places on your device. Similar technologies include:

- Local shared objects (Flash cookies) – data that websites which use Adobe Flash store on your device
- Local storage (session storage and database storage) – a type of file placed on your device that can hold data, often related to video or audio content

- **Pixels** – (also known as clear gifs, web beacons or web bugs) are code used on a web page or in an email notification. They are used to learn whether you've interacted with certain web or email content. This helps to measure and improve services and personalise your experience.

We use cookies and similar technologies to help us understand how people interact with our website. That means we can make improvements and develop the website in an informed way for our website visitors and members. It helps us improve your overall experience.

As at May 2018, and depending on your use of the site, browser and device settings, we use around 12 third party cookies (including Facebook and Twitter) and 12 first party cookies plus local storage and on our site at www.strengthandfitness.com

We use cookies which are essential to your use of the site (e.g. to shop); performance cookies (Google analytics) to collect site statistics; and functionality cookies to provide services such as the hotel table reservation feature and the wedding availability checker. Google may use targeting cookies for its own advertising purposes in conjunction with the hotel table reservation tool.

4.2. What cookies do we use?

We use these types of cookie for these purposes
Strictly necessary cookies. These cookies are generally used to store a unique identifier to manage and identify you as unique to other users currently viewing the website, in order to provide you with a consistent and accurate service.	To guard against cross-site forgery requests, remember previous actions (e.g. entered text) when navigating back to a page in the same session, managing logins and other security features, and to route visitors to specific versions of a site and to remember items put into an online shopping basket.

Performance cookies. These cookies are used for	For web analytics (we use Google Analytics – see how Google uses your data
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<p>performance and to improve the website.</p>	<p>here: www.google.com/policies/privacy/partners), ad response rates, affiliate tracking, error management and testing designs.</p>
<p>Functionality cookies. These cookies will typically be the result of something you do, but might also be implemented in the delivery of a service not explicitly requested but offered to you. They can also be used to prevent you being offered a service again that had previously been offered to you and rejected.</p>	<p>To remember settings such as layout, font, preferences, colours; to remember a choice such as not to be asked again to complete a questionnaire; to provide information to allow an optional service such as to fulfil a request from you to submit a comment.</p>
<p>Targeting or advertising cookies. These cookies contain a unique key that is able to distinguish individual users' browsing habits or store a code that can be translated into a set of browsing habits or preferences using information stored elsewhere. Cookies may also be used to limit the number times a user sees a particular ad on a website and to measure the effectiveness of a particular campaign.</p>	<p>With similar technologies, for online advertising. We use Facebook, Twitter, Google's DoubleClick and YouTube to promote our services and products and serve internet ads.</p> <p>We also use certain information to:</p> <ul style="list-style-type: none"> ● Identify new visitors to our website ● Recognise returning visitors ● Analyse the effectiveness of our advertisements and email campaigns.

4.3. How to see individual cookies and withdraw consent to cookies and similar technologies

4.3.1. Cookies

Cookies change and their names and descriptions are not very user-friendly for most people, so we haven't listed them individually. If you want to see the cookies

currently used on our website, they should be visible through your browser. (Please see below for instructions.)

To give or withdraw consent to cookies, please adjust your browser settings.

There are different browsers and manufacturers upgrade them frequently. The best way to get the right instructions is to go to the manufacturer's support page. The following support/privacy pages (for some of the more common browsers) are correct as at May 2018.

- For Chrome, please see Google's support page here: <https://support.google.com/chrome/answer/95647>
- For Internet Explorer, please see Microsoft's support page here: <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies>
- For Edge, please see Microsoft's privacy page here: <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy>
- For Firefox, please see Mozilla's support page here: <http://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- For Safari, please see Apple's support page here for Macs: <https://support.apple.com/kb/PH21411> and here for mobile devices: <https://support.apple.com/en-us/HT201265>.

If you have problems with these pages, can't see individual cookies or want find out more about how cookies are handled within your browser, please go to the manufacturer's site and search for the browser name and your cookie query.

4.3.2. Flash cookies

To disable flash cookies (local shared objects) go to the Global Storage Settings panel of the online Settings Manager at Adobe's website at <http://www.macromedia.com/support/documentation/en/flashplayer/help/setting>

[gs_manager03.html](#). This places a permanent flash cookie on the device, informing all other websites that you do not want flash cookies stored on your device.

4.3.3. Online advertising cookies

We use cookies and similar technologies for online advertising. To find out more and give or withdraw consent, please visit www.aboutads.info/choices.

You can prevent Google's collection of data generated by your use of the site (including your IP address) by downloading and installing a browser plugin available at <https://tools.google.com/dlpage/gaoptout?hl=en>.

4.3.4. Local and session storage

You can delete local storage, session storage and database storage in the same way that you delete cookies.

4.3.5. Pixels

You cannot delete pixels but you may be able to disable them by disabling cookies or by using browser add-ons or extensions. Some pixels in emails can be disabled by selecting an option in your email application not to download images.

Please be aware that restricting cookies and similar technologies may impact on the functionality of our website.

4.4. Further information

To find out more about cookies, including how to see what cookies and other technologies have been set and how to manage and delete them, please visit <http://www.allaboutcookies.org/> and <http://www.youronlinechoices.com/>.

Terms and Conditions

1.. Information about us and how to contact us

2.1 Who we are. Strength Gym Limited, a company registered in England and Wales. Our company registration number is 13210509 and our registered office is at 61 Pategill Road, Penrith, Cumbria, CA11 8JU.

2.2 How to contact us. You can contact us by writing to us at our registered office, or by filling in the contact form at:

<http://www.strengthandfitnessgym.com/contact/>

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your membership application form.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this means email.

3. Our contract with you

3.1. How we will accept your application. Our acceptance of your application will take place when we write to you to tell you that your membership has been accepted and a final database check has been successfully carried out, at which point a contract will come into existence between you and us (in these terms, we will refer to that date as your "Joining Date"). You will then be entitled to enjoy member privileges, subject to the rights and restrictions attaching to the class of membership you applied for. We will issue you with a 4 digit code for the door lock which will be personal to you and must be used to it enter the Gym at the entrance.

3.2. If we do not accept your application. If we are unable to accept your application, we will inform you of this and will not charge you. This might be because of lack of capacity at the Gym you have

applied to, because a credit reference check that has been obtained for you does not meet the minimum requirements, because in our reasonable opinion you would not be a suitable candidate for membership, because you have previously had membership at one of our Gyms revoked, because you have previously had a membership at one of our Gyms and still owe us some money or because we have identified an error in the price or description of the membership you were offered.

3.3. Your pre-exercise questionnaire/health declaration. As part of the process of applying for membership, you have filled in a pre-exercise questionnaire and/or completed a health declaration. It is important that the information you have provided is complete and accurate and your continued use of the facilities is confirmation from you that the health information you provided remains accurate. You agree that you are capable of engaging in exercise at the Gym, and you do not think doing so would be detrimental to your health, safety, comfort or physical condition.

3.4. Your membership. Your membership of the Gym is personal to you and you cannot let any other person use your membership, or give your membership to any other person unless we agree in writing. If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly. Any proposed replacement member would need to give us the same types of information you gave us on joining, they would need to agree to these terms, and they would be subject to a fitness assessment. If we agree that you can transfer your membership to that other person, we will inform you in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.

3.5. Membership criteria. We will only accept applications from people who are 16 years old or older. If you are a joint member, each candidate will be liable to us, should we ask, to pay us the full costs and charges associated with the membership and the contract, rather than just half. You agree that the information you gave us as part of the membership application process is correct and accurate in all respects.

3.7 Member Access Times. As a member, you may access the Gym facilities at certain times, depending on the type of membership you have. These times are available to view at www.strengthandfitness.com

4. How long your membership will last

4.1. Your membership will start on your Joining Date. Unless clauses 7 or 8 below apply, the contract between us will last for at least 1 month (referred to in these terms as the "Initial Fixed Term") and you

cannot cancel your membership during the Initial Fixed Term. If you do cancel your membership in the Initial Fixed Term you will breach the contract between us. The contract and your membership will continue after the Initial Fixed Term unless it is ended in accordance with clauses 7 or 8 below.

"5. Joining fees and membership fees

5.1. Membership fees.

5.1.1. On your Joining Date you must pay for your membership fees:

(i) by paying in advance for the whole Initial Fixed Term,

(ii) (if we agree), by paying your membership fees plus a finance charge in equal instalments monthly in advance spread across the Initial Fixed Term by direct debit (by completing a direct debit mandate), and/or

Information about which payment option applies to you and the amount of your membership fees (and, if applicable, any finance charge) was as specified to you during the membership application process.

5.1.2. At the end of your Initial Fixed Term, unless your membership has ended in accordance with clauses 7 or 8 below, it will be renewed for another period the same length as the Initial Fixed Term (the ""Subsequent Fixed Term""). The same renewal process will apply at the end of any Subsequent Fixed Term, so there will be consecutive Subsequent Fixed Terms until either you or we end your membership in accordance with clauses 7 or 8 below. We will continue to charge you the membership fee during any Subsequent Fixed Term. The way in which you pay for a Subsequent Fixed Term will not necessarily be the same way you paid for the Initial Fixed Term (or where relevant, any previous

Subsequent Fixed Term). We normally expect you to pay in advance for the full membership fees for the Subsequent Fixed Term. We may agree that you can pay your membership fees for a Subsequent Fixed Term, (plus a finance charge), in equal monthly instalments spread across the Subsequent Fixed Term by direct debit. Whether to allow you to pay by direct debit will be our choice for every Subsequent Fixed Term.

5.1.3. Unless you tell us otherwise before the end of the Initial Fixed Term (or where relevant your current Subsequent Fixed Term), if you already pay monthly by direct debit, we will assume that you want this to continue and (if we agree that you can continue to pay in this way) we will continue to collect the direct debit in the same way.

5.1.4. Where you paid in advance on your Joining Date for the whole Initial Fixed Term, we will (unless you tell us otherwise before the end of the Initial Fixed Term) assume that you want to pay in advance for the Subsequent Fixed Term and will charge you again on each anniversary of your Joining Date for your full membership fees for each Subsequent Fixed Term. Unless you tell us otherwise, we may charge this subsequent payment directly to any of the credit or debit cards (or collect from your bank account) which you have provided us with details of as part of the membership application and payment process, and by accepting these terms you authorised us to do so. We will give you reasonable notice in writing before making such an advance charge for any Subsequent Fixed Term.

5.1.5. Your membership fees will be payable whilst your membership continues regardless of whether or how much you use the Gym facilities.

5.2. Joining Fee. A joining fee will be payable on your Joining Date in addition to your membership fees. The amount of your joining fee is as specified to you during the membership application process. The joining fee will not be payable again as long as your membership remains current. If your membership ends for any reason and you later want to become a member again, a further joining fee (which may not be the same as the first joining fee) will apply.

5.3. We will pass on changes in the rate of VAT. If the rate of VAT changes whilst you are a member, we will adjust the rate of VAT that you pay, and this will result in a change to your membership fees.

5.4. When we can change your membership fees. We can increase your membership fees at any time for any reason stated in clauses 9.3 or 9.4 below by giving you at least 30 days' notice in writing. If you do not want to pay the higher membership fee, you can cancel your contract by giving us notice to cancel (in accordance with clause 7.1.3 below) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous membership fees. If you are still in your Initial Fixed Term, any notice of cancellation you give following a proposed increase in membership fees will not take effect until the end of your Initial Fixed Term, and we will honour the previous membership fees until the end of your Initial Fixed Term.

5.5. Repayment of pre-paid fees. If either of us ends your membership during a period in which you have paid membership fees in advance, then we will refund you for the membership fees which relate to any period after the contract has ended. Where you have broken the contract, any repayment may be subject to the deduction of our reasonable expenses or an early termination charge as described in clauses 7.5 and 8.2 below.

5.6. Late payment administration fee. If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee for each missed direct debit, to cover our reasonable administration costs."

"6. Your obligations

6.1. Your conduct at the Gym. You agree that you will comply with the membership rules of conduct set out at clause 6.2 whilst at the Gym or on Gym premises. You also agree that you will abide by such reasonable additional rules specific to your Gym as may be displayed in the Gym from time to time, and agree to abide by such additional instructions as may be reasonably specified by staff at the Gym on a case by case basis. You also agree that you will make sure that any guests which you bring to

the Gym comply with the same rules. Failure to comply with these rules, may result in your membership being suspended and/or terminated with immediate effect.

6.2. Rules of conduct. You agree that you will, and (if relevant) any guests that accompany you into the Gym will:

6.2.1. dress in a manner that is appropriate to the Gym and to the activity you are undertaking, and in particular avoid clothing that is overly revealing, offensive to other members or staff, or is soiled or unhygienic;

6.2.2. show consideration for other members, their guests and staff at the Gym;

6.2.3. not use inappropriate, abusive, offensive or foul language;

6.2.4. not behave in a way that is inappropriate, violent, offensive or threatening to any other member, their guests or the staff of the Gym;

6.2.5. not bring, use or be under the influence of illegal drugs in any part of the Gym's premises;

6.2.6. not be drunk in or about the Gym's premises, not drink in areas other than designated drinking areas of the Gym's premises, present valid ID if requested for alcohol purchases from our cafe bar and not consume your own alcohol on the Gym's premises;

6.2.7. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities; and

6.2.8. not allow other people access using your door lock code

6.3. Guest Rules. If you are 18 years old or over, you can request that we admit guests to the Gym. Each guest you request we admit will be subject to our approval and will need to give us relevant information about themselves, and must be signed in by you. We may decide not to admit your proposed guest if they reasonably appear to us to be unsuitable, or if the Gym is already at or near capacity. You will not be permitted to bring more than 4 guests into the Gym at any one time, but we reserve the right to reduce this number or remove this privilege to assist with social distancing. You must pay a fee for each guest you bring into the Gym, at the guest rates in force at that time for the appropriate category of guest.

6.4. Children and young persons. Children under the age of 16 are not allowed in the gym. "

"7. Your rights to end the contract

7.1. Where you have a good reason for ending the contract. You may end the contract between us by giving us not less than 30 days' written notice at any time, such notice to expire on the last day of the following month (including during the Initial Fixed Term or a Subsequent Fixed Term) if:

7.1.1. we tell you that we are making a permanent material change to the facilities at the Gym or the location of the Gym under clause 9.1 and you reasonably consider that the change is materially detrimental to you;

7.1.2. we tell you that we are changing these terms under clause 9.2 and you reasonably consider that the change is materially detrimental to you;

7.1.3. subject to clause 5.4 above, we tell you that we are increasing your membership fees under clause 5.4 and you don't want to pay the increased fee;

7.1.4. we commit a serious breach of any provision of these terms;

7.1.5. your financial situation becomes materially worse than it was at your Joining Date, so that continued membership of the Gym is unaffordable for you (and you are able to provide reasonable evidence of this to us); or

7.1.6. you permanently move away from the area in which the Gym is based, such that travelling to the Gym is not practical for you, and there is no other alternative Gym owned by us within a reasonable travelling distance (and you are able to provide reasonable evidence of this to us).

7.2. Where you have another good reason for ending the contract. You may end the contract between us by giving us written notice at any time, such notice to expire on the last day of the month in which you provide such notice (including during the Initial Fixed Term or a Subsequent Fixed Term) if you are likely to be unable to use the Gym, by reason of a serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate).

7.3. Where you are outside the Initial Fixed Term. You may end the contract between us by giving us not less than 30 days' written notice ending on or after the end of the Initial Fixed Term and expiring at the end of a calendar month. We will refund you for any part of a Subsequent Fixed Term which you have paid for in advance in that situation (but we will be entitled to keep a proportionate amount of

the membership fee (plus, where relevant, a proportionate amount of any finance charge) in respect of the part of the Subsequent Fixed Term which came before the contract came to an end).

7.4. Your right to cancel the contract. If you submitted your membership application either online, by email or over the telephone (but not if you joined in one of our Gyms at Reception or at an in-Gym joining screen), you can cancel your membership within 14 days of your Joining Date (referred to as the "cooling off period") without giving a reason. If you want to exercise this right to cancel, please let us know in one of the following ways:

7.4.1. Feedback or email. You can fill in the feedback form at <http://www.strengthandfitness/contact/feedback/#feedbackform> or email us at info@strengthandfitnessgym.com. Please provide your name, home address, Gym location and details of your membership.

7.4.2. By post. Use the model cancellation form available at www.strengthandfitness/cancel and post it to us at the address on the form or simply write to us at that address, including the information required in the form.

7.5. Effect of cancellation. If you cancel during the cooling off period, we will refund all payments received from you. If you have used the Gym during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the Gym during the cooling off period. This deduction will be the equivalent of our standard guest pass fee for every time you have visited the Gym.

7.6. If you don't have a good reason to end the contract. If you are not ending the contract for one of the reasons set out in clauses 7.1, 7.2 or 7.3 your contract will end 30 days (and to expire at the end of a calendar month) after you give us notice in writing of your intention to end the contract. In that case, we will charge you a termination fee. The termination fee will not be any more than your membership fees for the remainder of your Initial Fixed Term less any costs we save and the benefit

to us in receiving payment early. Unless you tell us otherwise, we may charge your termination fee directly to any of the credit or debit cards (or collect from your bank account) which you have provided us with details of as part of your membership application process and by accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge."

"8. Our rights to end the contract

8.1. We may end the contract if you break it. We may end the contract and your membership immediately at any time by giving you notice in writing if:

8.1.1. you commit a serious breach of any provision of these terms (including in particular the conduct rules set out at clause 6, or the Gym rules);

8.1.2. you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor (including, in particular, the conduct rules set out at clause 6, or the Gym rules);

8.1.3. you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;

8.1.4. your membership has previously been revoked or we are currently in dispute with you and you have joined one of our Gyms without our prior written consent; or

8.1.5. we reasonably believe that your continued membership of the Gym poses a risk to the safety or wellbeing of other members, their guests or our staff of the Gym, or to our reputation.

8.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any membership fees you have paid in advance but we may deduct (or charge you additionally) for any reasonable compensation for the net costs we will incur as a result of your breaking the contract. This may include the costs incurred by us for instructing a debt collection agency to recover any membership fees that you owe us.

8.3. Where you are outside your Initial Fixed Term. We may end the contract between us by giving you not less than 30 days' written notice.

8.4. We may end the contract if the Gym closes. If the Gym closes or becomes unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the Gym or the area around it), we can end the contract immediately by giving you notice. If we decide to close the Gym for business or operational reasons, we can end the contract by giving you at least 30 days' notice in writing."

"9. Our right to make changes

9.1. Changes to the Gym's facilities. We may make changes to the Gym's facilities and equipment at our discretion from time to time for any of the reasons listed in clauses 9.3 or 9.4. Where that change is material, such as changing the location of the Gym, or permanently ceasing to provide an important facility we previously provided, we will give you at least 30 days' written notice of the change.

Upgrading works or temporary closures to the Gym's facilities or premises does not constitute a material change for the purposes of these terms.

9.2. Changes to these terms. We will not change clauses 5.4, 9 or 10 of these terms. We may make any other changes to these terms at any time for any of the reasons listed in clauses 9.3 or 9.4. We will give you 30 days' written notice of any changes to these terms by posting a notice on our website and displaying a notice in the Gym at Reception.

9.3. Reasons for making changes. We may make changes to the facilities at any Gym or to the terms of the contract, or to the price we charge you, for any of the following reasons:

9.3.1. we may change, remove, or improve or add to our service offering at any Gym at our discretion as this ensures we respond to customer needs and remain competitive;

9.3.2. the cost to us of providing the facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);

9.3.3. to introduce new charges where the cost of running our business increases;

9.3.4. we reorganise the way we structure or run our business;

9.3.5. other valid legal or regulatory reasons; or

9.3.6. we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

9.4. Other reasons for changes. We provide access to the Gym's facilities on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above."

"10. Our responsibility for loss or damage suffered by you

10.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

10.3. We are not liable for business losses. We only supply the services for private use. If you use the services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4. We are not liable for valuables. We are not liable in any circumstances to damaged, lost or stolen valuables whilst you or your guests are on the Gym's premises, including in locked lockers in the changing rooms, in the pool area or any other part of the Gym. We recommend that no valuables are brought to the Gym."

"11. How we may use your personal information

11.1. How we will use your personal information. We will use the personal information you provide to us to:

11.1.1. provide the services associated with your membership;

11.1.2. process your payment for such services; and

11.1.3. to inform you about other products or services that we provide, but you may stop receiving these communications at any time by contacting us.

11.2. We may pass your personal information to credit reference agencies. Where we extend credit to you by allowing payment by direct debit or instalment payment plan, we (or our third party payment agent) may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

11.3. We will only give your personal information to other third parties where the law either requires or allows us to do so.

11.4. Privacy Notice. More information about how we use your personal information can be found in our Privacy Policy.

11.5 Under the General Data Protection Regulation, you have the right to request a copy of the information that we hold on you or for us to delete it. If you wish to make such a request, please write to us at info@strengthandfitness.com"

"12. Other important terms

12.1. We are not responsible for things outside our control. If our performance of our obligations under the contract is affected by an event outside our control we will not be liable to you for this provided we try to work around the issue.

12.2. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation, provided that the other organisation we transfer our rights and obligations to is of broadly equal standing and reputation to us.

12.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to access the Gym, we can still require you to make the payment at a later date.

12.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts."