



TERMS AND CONDITIONS FOR EMPLOYEES

PARTICIPATING IN GYMFLEX

Please read these terms and conditions before registering for membership of a gymnasium or health club through Epassi UK. These terms and conditions govern the relationship between you and Epassi UK and by registering for such a membership you will be deemed to have accepted them.

Epassi UK reserves the right to amend, remove, or add to these terms and conditions at any time. Such modifications shall be effective immediately. Accordingly, please continue to review these terms and conditions of service whenever accessing or using this site. If you do not agree with all of these terms and conditions, you may not register for gym membership through Epassi UK.

1. INTERPRETATION

1.1. In these terms and conditions the following words and phrases shall have the following meanings:

1.1.1. "Epassi UK" or "we" or "us" shall mean Epassi UK Limited, a company incorporated in England and Wales under company number 3997432 and whose registered office is at Rockwood House, 9-17 Perrymount Road, Haywards Heath, West Sussex, RH16 3TW

1.1.2. "Employee" or "you" shall mean any person who has registered for GymFlex Membership;

1.1.3. "Employer" shall mean the company who the Employee is employed by at the date of registering for GymFlex Membership;

1.1.4. "Flexible Benefit Scheme" means a formal arrangement between an Employee and an Employer to vary the Employee's terms and conditions of employment to provide for some part of the Employee's remuneration to compromise the provision of benefits either by way of salary sacrifice and replacement with the benefit of GymFlex Membership;

1.1.5. "GymFlex Membership" shall mean membership of a gymnasium or health club with which Epassi UK has arrangements for the provision of such memberships;

1.1.6. "Salary Deduction" shall mean an arrangement between the Employee and the Employer by which the Employer pays the Employee's GymFlex Membership fees to Epassi UK and then recovers some, all or none of these fees through Employee payroll deductions;

1.1.7. "Initial Setup Fee" means the amount within the Gym Fee that is retained by Epassi UK to facilitate the setting up of the Gym Membership;

1.1.8. "Processing Fee" means a fee of £25 plus VAT payable for any each and all cancellations to Gym Memberships arranged by Epassi UK on behalf of The Company;

1.1.9. "GymFlex Gym" shall mean the chosen gymnasium where you have a GymFlex Membership;

1.2. Words importing the singular shall include the plural and vice versa;

1.3. Words importing the masculine gender shall include the feminine and neuter genders and vice versa;

1.4. Headings are provided for convenience only and shall not affect the interpretation of these terms and conditions.

2. GYMFLEX MEMBERSHIP

Your Employer has opted to provide you with GymFlex Membership under a Salary Deduction Scheme.

We have informed you that selecting GymFlex Membership through Epassi UK may vary your terms and conditions of employment with your Employer. By selecting GymFlex membership funded by a Flexible Benefit Scheme you are accepting a new remuneration package, which includes a combination of cash and benefits.

We have further informed you that if your Employer has chosen to fund provision of your GymFlex Membership under a Salary Deduction Scheme this will not affect your terms and conditions of employment.

It is your responsibility to agree the terms of your GymFlex Membership with your Employer and to make sure that you understand the implications of your Employer's Flexible Benefit Scheme or Salary Deduction Scheme.

3. GYMFLEX MEMBERSHIP

3.1. COMMENCEMENT AND DURATION

3.1.1. Your GymFlex Membership shall commence from the date stated in the confirmation email sent by Epassi UK. Subject to cancellation pursuant to clause 3.5.

3.1.2. All GymFlex Memberships are subject to the terms and conditions of business of the GymFlex Gym which you have selected and are for a fixed term of 12 months.

3.2. FEES AND PAYMENT

Your fees for GymFlex Membership are paid by your employer in advance for the year either as part of a Flexible Benefit Scheme or under a Salary Deduction Scheme.

3.3. NON-TRANSFERABLE MEMBERSHIP

Once you have selected a GymFlex Membership, your GymFlex Membership will remain the property of your Employer and shall not be capable of being transferred or sold by you to anyone else, including to another employee.

3.4. NON-CANCELLABLE MEMBERSHIP

Your GymFlex Membership is a non-cancellable 12 month membership. In certain circumstances, and in line with your chosen GymFlex Gym's own Terms and Conditions it may be possible to upgrade, suspend or terminate a membership. This process is subject to a written request by your Employer and a Process Fee of £25 is applied by Epassi UK. In the event a refund is agreed by the GymFlex Gym, Epassi UK will pass on the entire refund received by the GymFlex Gym, less the £25 process fee and the Initial Set Up Fee.

3.5. YOUR RIGHT TO CANCEL

Subject to the Consumer Rights Regulation you have 14 days after the date your GymFlex Membership was selected on www.GymFlex.co.uk to cancel without penalty. If you do choose to cancel an order within this time frame and the membership has already started, you may be charged for the portion of the membership provided - typically one month.

3.6 LOCKDOWN / TEMPORARY CLOSURES

If your GymFlex Gym is forced to temporarily close (including for reasons such as local or national lockdown caused by CoronaVirus), your GymFlex membership will be extended for the exact period the GymFlex Gym was closed. GymFlex Gyms do not offer refunds for the time closed. Whilst extensions will be honoured by the majority of gyms, your gym may choose to offer an alternative solution throughout the closure period. It will therefore be at the discretion of your gym as to how you will be reimbursed for the time lost.

3.7 LIQUIDATION/ PERMANENT CLOSURES

If your GymFlex Gym permanently closes or falls into liquidation, we will use best endeavours to recover any refunds due, including applying via any relevant or appointed liquidators (details of which can be requested for by getting in touch with us). It's important to note that we are not liable to refund a gym fee or any part thereof, nor are we obligated to provide you with alternative gym access or service.

4. DATA PROTECTION

By selecting a GymFlex Membership through Epassi UK, you authorize your Employer, your selected health club and Epassi UK to use the personal data supplied by you in order to confirm that you are a genuine Employee, and to administer the GymFlex Membership. These details will be treated in accordance with Epassi UK's Privacy Policy and kept safe at all times.

5. DISCLAIMER

Your health, well-being and safety whilst using your GymFlex Membership are not the responsibility of your Employer or Epassi UK, and you should take adequate steps to ensure you are in suitable health to participate in any exercise programme before doing so. Epassi UK strongly recommends that you consult your doctor prior to starting any exercise programme.

6. LIMITATION OF LIABILITY

6.1. Except in respect of death or personal injury caused by the negligence of your Employer or Epassi UK, neither your Employer nor Epassi UK shall be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, statutory duty or any duty at common law, or under these terms and conditions, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of your Employer or Epassi UK, their employees or agents or otherwise) which arise out of or in connection with the provision of the GymFlex Membership.

6.2. Your Employer and Epassi UK will not be liable for any failure to provide the GymFlex Membership from any particular date or time whether or not agreed.

7. MISCELLANEOUS

7.1. ASSIGNMENT

Epassi UK may assign its rights under this Agreement without the Employee's consent.

7.2. WAIVER

Our failure to act in respect of a breach of these terms and conditions by you or others does not waive our right to act in respect of subsequent or similar breaches.

7.3 NOTICES

7.3.1. Except as explicitly stated otherwise, any notices to you shall be delivered to the email address you provide to us during the GymFlex Membership registration process. Alternatively, we may give you notice by pre-paid post to the address you provided to us during the GymFlex Membership registration process, or as updated by you as relevant from time to time. Any notices to us must be sent by email to privacy@epassi.com or by pre-paid post to Rockwood House, 9-17 Perrymount Road, Haywards Heath, West Sussex, RH16 3TW.

7.3.2. Any notice shall be deemed given:-

7.3.2.1. If sent by email, 24 hours after the email is sent, unless the sending party is notified that the email address is invalid; or

7.3.2.2. If sent by pre-paid post, three business days after the date of posting and in proving service of the same it shall be sufficient to prove that such letter was properly stamped or franked, addressed and placed in the post to the addressee at the address referred to above.

7.4. SEVERABILITY

If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable for any reason it shall be severable and the remaining provisions of these terms and conditions shall continue in full force and effect.

7.5. JURISDICTION

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.