

# GymFlex Terms & Conditions

## 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 Incorpore Limited. These terms and conditions govern the relationship between you and Incorpore Limited and by registering for such a membership you will be deemed to have accepted them.

Incorpore Limited 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 Incorpore Limited.

#### 1. INTERPRETATION

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

1.1.1. "Incorpore Limited" or "we" or "us" shall mean Incorpore Limited, a company incorporated in England and Wales under company number 3997432 and whose registered office is at 40 Folders Lane, Burgess Hill, West Sussex, RH15 ODR.

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.

1.1.3. "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 Gym Flex Membership.

1.1.5. "GymFlex Membership" shall mean membership of a gymnasium or health club with which Incorpore Limited 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 Gym Flex Membership fees to Incorpore Limited 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 Incorpore to facilitate the setting up of the Gym Membership.

1.1.8 "Processing Fee" means a fee of £25 plus VAT payable for all cancellations to Gym Memberships arranged by Incorpore 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 Incorpore Limited 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 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 Incorpore Ltd. Subject to cancellation pursuant to clause 3.5

3.1.2. All Gym Flex Memberships are subject to the terms and conditions of business of the Gym Flex 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 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 Gym Flex 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 Incorpore Limited. In the event a refund is agreed by the GymFlex Gym, Incorpore 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 Gym Flex Membership was selected on [www.GymFlex.co.uk](http://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.

#### **4. DATA PROTECTION**

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

#### **5. DISCLAIMER**

Your health, well-being and safety whilst using your Gym Flex Membership are not the responsibility of your Employer or Incorpore Limited, and you should take adequate steps to ensure you are in suitable health to participate in any exercise programme before doing so. Incorpore 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

Incorpore Limited, neither your Employer nor Incorpore Limited 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 Incorpore Limited, 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 Incorpore 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**

Incorpore Limited 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 Gym Flex Membership registration process, or as updated by you as relevant from time to time. Any notices to us must be sent by email to

ifcn@incorpore.co.uk or by pre-paid post to The Old School House, 14 Mill Road, Burgess Hill, West Sussex, RH 15 8DR.

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.