

The FLY Project Terms & Conditions

The FLY Project Terms & Conditions

These terms and conditions are entered into by and between FLY G1 LIMITED (hereinafter: "The FLY Project") and You (hereinafter: "the Member").

Services:

The membership entitles the usage of The FLY Project facilities and the equipment & services available therein. The membership gives access to public all The FLY Project sites, except if specified otherwise.

Membership:

The membership is personal, and cannot be shared or transferred.

Age Limit:

The Member confirms that he/she is 18 years old or older.

For persons 16 or 17 years old, exceptions are granted based on a written parental consent. Persons under 16 years of age must be supervised at all times.

Health:

The Member confirms that he/she does not suffer from health problems that would hinder exercise or prevent him/her from engaging in exercise, or that would be detrimental or adverse to the Member's health, safety or physical condition if he/she did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise.

The FLY Project shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition. If an assessment is done at The FLY Project, it is for the sole purpose of compiling comparative data in order to track the Member's progress in a programme and not for diagnostic purposes.

Liability:

Each Member of The FLY Project shall be liable for any property damage and/or personal injury caused by the Member on the The FLY Project premises. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof.

Waiver of Liability:

Any and all use of the The FLY Project facilities shall be at Member's own risk at all times. The Member shall not utilise any equipment unless he/she knows the appropriate usage. The FLY Project shall not be liable for any injuries, physical impact or

damages to the Member, or the property of the Member, or be subject to any claim arising out of the use of the premises and/or of the equipment made available to the users. Lockers for Personal Belongings:

Lockers are available for Members while working out in the facility. Each Member needs to empty the locker when leaving the facility. The FLY Project will open and empty lockers if the Member is not in the facility.

Lost Property or Theft:

The FLY Project does not take responsibility for loss or theft of any personal belongings. Any items left on The FLY Project premises will be kept for a period of two weeks before being disposed of.

Code of Conduct:

The Member shall respect the behavioural and operating principles of The FLY Project, as laid out in our code of conduct.

Suspension/Termination of Membership:

If the Member behaves in a way that breaches the code of conduct membership can be suspended or terminated at management's sole discretion.

Access & Security:

The FLY Project is open during opening days and hours as stated on fly.fit, including bank holidays and exceptional circumstances, when times may vary. Classes are available according to times stated in the The FLY Project booking system. Classes and instructors are subject to change with no prior notice.

Payment:

The Member is responsible for the payment of the membership. This is true even if the amount is debited directly by The FLY Project. Agreed price only applies if the Member pays according to the agreed conditions.

Monthly Rolling Agreement:

The first month's payment or pro-rata amount and any sign-up fee are paid at the point of this agreement. The following monthly payments should be paid before each new month. The Member is responsible for all payments, also in the case of automatic debits by The FLY Project and the Member has given approval for an automatic debit from his/her account or card and any intent to cancel must be actioned by the member with 60 days notice required, to include all payments scheduled to be made during this period.

If the payment is late the member will receive a reminder email from The FLY Project and access may be suspended. The membership continues to run even if the access is suspended. If after 30 days the amount is still not paid, the Member is in violation of the contract and the total outstanding amount of the contract will be due. The FLY Project may transfer the case to a debt collector, which will add additional fees.

Renewal & Cancellation:

Block membership (any prepaid membership that lasts longer than a 1 month period): The contract runs for the number of months specified, during which time it cannot be cancelled. At the end of the contract period, the membership is automatically renewed, unless the Member sends a cancellation email to hi@fly.fit at least 10 days before the end of the contract period or actively cancels the membership in their own account. The FLY Project will send a reminder via email before the end of the contract period. The member is responsible for his/her own cancellation, even if the email reminder was not received.

Monthly Membership:

The membership extension is triggered by the payment of a subsequent month. If the Member has opted for a direct debit from an account or card, the cancellation must be announced with at least 60 days' notice, with any payments due during this period to be made, by sending an email to hi@fly.fit

Exceptional Cancellation:

A cancellation of a pre-paid membership is exceptionally granted if the Member moves more than ten miles away from any The FLY Project facility, on presentation of an official document to prove change of address. It is also possible to cancel the membership due to medical reasons, upon presentation of a medical certificate. Price Changes:

The FLY Project holds the right to increase membership prices in line with inflation, on an annual basis, on January 1st.

Frozen Membership:

It is not possible to freeze memberships, except due to exceptional circumstances where it is medically impossible to use The FLY Project services. In this case, a signed medical certificate will be required as proof. The FLY Project offers extensive on-line and remote coaching and programming options so that services can be accessed whatever the location.