



Please read our Terms and Conditions carefully before signing up for membership and/or paying for and using any of our services. By signing up for membership or commencing with the use of any of our services you are confirming that you have read the terms and agree to be bound by them.

#### 1 - Motus Strength.

Motus Strength Limited is a UK registered company (08753228), VAT registered (201090571). Registered company address, 1st Floor North, Devonshire House, 1 Devonshire Street, London, UK. W1W 5DS.

Trading name and address; Motus Strength, 19a Michael Road, London, UK. SW6 2ER.

#### 2 - Booking, payment and fees.

All fees are clearly shown in GBP on the booking schedule or via the Motus Strength web site. Current membership rates are available via the website or through direct contact with us.

Payments may be made online or at the Motus Strength facility by credit/debit card. BACS may also be accepted under certain circumstances.

We reserve the right to occasionally review and change all fees and membership rates.

All services will be booked and paid for in advance of the commencement of the service. No payment in arrears will be allowed.

Specific to the various services that we provide;

Group coaching - Group Coaching, Group Workout and Educational Course/ Seminar participation may be booked through our web site or in person at the facility. Bookings may be made up to 14 days prior to the event involved. Fees will be dependant on class type and your membership status.

Individual (personal) Coaching - May be purchased either as individual sessions or on package basis. All sessions purchased will have an agreed expiry date that will be determined by the length of the training period involved. For example, a client or member embarking on a 8 week training program involving 2 individual coaching sessions per week will pay for 16 sessions, these sessions will expire at a mutually agreed date at the end of the 8 week period.

### 3 - Cancellations and refunds.

Cancellation of Individual coaching sessions - we reserve the right to enforce a 24 hour cancellation policy for all individual coaching sessions. This means that unless 24 hours notice is received, by either the relevant coach or Motus Strength management, the full fee will be payable for that session. This policy also applies to the rescheduling of sessions.

Cancellation of Group training and coaching sessions - We require 3 hours notice prior to cancellation or rescheduling. If this is received your payment account will remain in credit for future use or rescheduling of the event. If less than 3 hours notice is received, the full session fee will be payable.

Cancellation of courses and seminar places - Due to the range of courses to be offered and some being provided by 3rd party organisations, various terms and conditions will apply. These will be shown clearly on the booking schedule and on course specific documentation to be released preceding each course.

If we cancel;

We will always endeavour to provide 24 hours notice prior to altering any appointment, session or class. If we fail to achieve this the session in question will be rescheduled at a time mutually beneficial to all parties. In the event of a group session being cancelled no fees will be charged and trainees will be informed via the online booking schedule. In these circumstances, If a single session/class payment has been made and rescheduling or keeping account credit is not possible, a full refund for the value of the single session in question will be given.

In the event of serious and/or persistent breach of our usage conditions we reserve the right to either refuse admission and/or terminate a trainee's membership. The decision of management will be final and absolute in these circumstances.

### 4 - Compensation.

We will compensate you for any loss, damage or injury you may suffer as a result of a breach of the duties imposed on us by law. However, our liability to you may be mitigated to the extent the loss, damage or injury is attributed to:

a - Your own fault.

b - A third party unconnected with the provision of our services.

c - Events which we could not have foreseen or avoided even if we had taken all of the responsible precautions.

Our liability to compensate you (other than in the case of personal injury or death) will be limited to a reasonable amount having regard to such factors as whether the loss or damage was due to a negligent act or omission by us.

## 5 - Force Majeure

We shall not be liable to you or deemed to be in breach of these terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms, if the delay was due to any cause beyond reasonable control, including, but not limited to, Acts of God, explosion, flood, storm, fire, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T, viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

6 - Complaints procedure. Motus Strength welcomes any comments and will acknowledge and consider any complaints delivered via email/web site contact form.

7 - Conditions of facility usage. These conditions are also available via the pdf link.

Gym floor usage and code of conduct;

Please note - some of the conditions below only apply to Full Members and Coaching staff using the facility unsupervised. However, we encourage all trainees to acquaint themselves with all of the conditions and actively involve themselves in upholding all standards.

- Trainees shall present themselves in a manner fit for purpose. Correct clothing and footwear, specific to relevant discipline shall be worn.
- Trainees shall work with diligence regarding technique and intent as to their training objective.
- Trainees shall be punctual and understand the dangers involved in failing to prepare adequately for sessions.
- Trainees will never distract or interfere with other trainees during a coached session unless specifically required and/or instructed to do so.
- Trainees will adhere to basic acceptable standards of personal hygiene at all times whilst present in the gymnasium.

- Trainees shall not belch, spit or expel any other bodily fluids or gases during training.
- Equipment must always be replaced after use - no exceptions.
- Where possible and when required trainees shall share space and equipment in a considerate and cooperative manner.
- No free weights, and especially dumbbells, may be left on any raised platform or bench and left unsupervised.
- Sweat must be cleaned up.
- Mobile phones, ipads and other hand held devices are not permitted on the gym floor. Coaching staff are permitted to use devices specific to coaching requirements. Any such devices must be stored on the shelving provided when not in use.
- Any witnessed damage to the building, fixtures, fittings or gymnasium equipment should be reported immediately to a member of coaching staff or management.
- Trainees are forbidden from performing un-coached, unsupervised and improvised techniques on the high bars, rig and parallel bars. Techniques such as spins, jumps and kipping pull ups are strictly forbidden.
- No personal belongings may be brought onto and left on the gym floor during training. All belongings should be left in the changing rooms and locker area.

#### General usage conditions;

- Trainees shall inform the relevant coaching staff/management of any acute medical concern or injury.
- Trainees shall also provide full and detailed injury/medical history prior to the commencement of any exercise at Motus Strength (parQ completion).
- Trainees shall provide full details of any prescribed, or otherwise, nutritional and/or supplementation protocols being used. It may be a condition of participation at Motus Strength that certain protocols are ceased prior to commencement with us.
- Trainees may not present for exercise in a “fasted” state.
- Trainees may not present for exercise or any other services delivered within the facility under the influence of alcohol, recreational drug, or banned performance enhancing drug/substance.
- Any accidents shall be reported in the appropriate manner, (accident book).
- Trainee’s and member’s belongings are brought to and left on the premises entirely at the risk of the trainee/member. We will accept no responsibility for the loss or damage of such.
- Full Members are not permitted to bring guests into the gymnasium without consent of the management.
- No 3rd party unknown to Motus Strength and as such not licensed or employed/contracted by us is permitted to perform coaching duties on the premises.

#### Full Members usage;

- Full Club Members are permitted to use the gym floor during opening hours. Exceptions apply to this, such as during certain scheduled events when the entire gym is required. The precise availability for Full Members “Free” usage will always be displayed in the facility on the club notice board, on social media and on the online booking schedule.

Failure to uphold our code of conduct and safe participation standards will render you liable to be permanently excluded from any involvement with Motus Strength.