

# SPOT PERFORMANCE TERMS AND CONDITIONS

All of the Terms contained herein apply equally to fitness professionals including Personal Trainers, Class Hosts, Fitness Instructors, etc and any other user over 18 years old who signs up to Spot Performance (defined throughout as "**Users**", "**you**", "**your**").

All reference to 'Spot Performance' refers to Spot Performance and its representatives ("**Spot performance** **we**", "**us**" or "**our**").  
Facilities refer to the studio and bathroom where applicable.

By completing any transaction with SPOT PERFORMANCE or using a Spot performance service in any format, you are agreeing to abide by the Terms & Conditions.

In addition to this, you are also agreeing to our other policy that reside in the Terms & Condition but also form their own entity like the Privacy Policy you can find in our website.

These Terms & Conditions ("**Terms**") constitute a legally binding agreement between you and Spot Performance

Spot Performance users are bound to comply with the Terms set out below as a condition of signing up and using the Facilities.

These Terms govern your access to the use of the Spot Performance Studios and the use of The Spot Performance Website, the Mobile Application and any other websites and App through which Spot Performance makes the network its network.

Acceptance of your submission and any sub sentence withdrawal of use of Spot Performance is at Spot Performance's absolute discretion.

## **1 GENERAL**

Spot Performance is a company registered in England. Our company registration number is **13305319**. Please contact us if you have any questions or complaints after reading these Terms. You can contact us on [info@spotperformance.co.uk](mailto:info@spotperformance.co.uk)

Spot Performance will not be liable or responsible for any failure to perform or delay in performance or any of our obligations under their terms caused by any event outside of our reasonable control.

Spot Performance does not arrange or interfere with the relationship between Users.

Spot Performance reserves the right to change or modify any of these Terms without notice and in its sole discretion. Any changes or modifications to these Terms will be effective upon posting of the changes. You are responsible for regularly reviewing the most current Terms as well as all other policies.

## **2 USE OF SPOT PERFORMANCE**

- You must be 18 or older to register and sign in using a Spot Performance Service. The access of anybody under 18 years old into Spot Performance is not permitted except with prior approval from Spot Performance – The written authorisation of a parent or legal authority will be required. Please email [\*\*info@spotperformance.co.uk\*\*](mailto:info@spotperformance.co.uk) for approval.
- You cannot use Spot Performance for commercial purposes except prior consent.
- You may not authorise others to use your name to use your session.
- You may not give to someone else the entry codes.
- If you are a personal trainer using Spot Performance, you must have a valid Professional liability insurance Policy with a minimum general liability coverage of GBP 2.000.000.
- This insurance policy must be in force when you sign in and must be kept in force during your use of Spot Performance. We reserve the right to request a copy of your insurance policy and any other information needed.

- At their own expense, users must obtain personal insurance for loss, injury or damage that you, the client, might sustain arising from using the Facilities. Users train and/or run classes at their own discretion and accept any injury or illness to them or their client brought on by exercise as their own responsibility.
- Spot Performance cannot be held responsible for Users, Personal Trainers or their clients in relation to, but not limited to, injury, illness or loss of income due to the use of our services.

### **3 ACCOUNT REGISTRATION**

- In order to create an account through the App/website, you will need to sign up and provide your personal and credit card information, which will be held and processed by a third-party payment processor.
- Spot Performance uses a third-party payment processor ("**Stripe**") to link your credit card Account to the Website and the Mobile Application. The processing of your payments or Credits for the Website, Mobile Application or Network will be subject to the Terms & Conditions and Privacy Policy of Stripe along with the issuing bank in addition to these Terms. Spot Performance is not responsible for any errors from Stripe or your issuing bank.
- You need to maintain accurate your personal information and credit card in order to continue to use Spot Performance without interruption.

### **4 SPOT PERFORMANCE RULES**

- Users must book via our application (powered by a third party: Squa-t) for each hour slot at least 10 minutes prior to the session.
- Personal Trainers or health professionals must be on time for their clients or classes, and where, for unforeseen circumstances, they find themselves being delayed, they must, at their earliest possibility, contact their client.
- Users must complete the session within the allocated slot booked and not run over into someone else's slot, including having left the Facilities and packed up within the time you booked.

- Users must leave the Facilities in clean and tidy condition with all the equipment carefully placed in its rightful place.
- Users must take reasonable measures to reduce sound and disturbance to neighbours and other members.
- Users must ensure the door is locked correctly behind them when they leave.
- Users will be responsible and charged for the damage to equipment outside of normal wear and tear.
- Users will be held liable and charged for any costs incurred to replace equipment taken from the studio Spot Performance
- Users must respect other users and clients and present Spot Performance in a respectable and professional manner.
- Users will open the studio door using their application and the "open door" button. If the button is not working or your phone runs out of battery, they should contact Spot Performance.

Users must not:

- Turn up without booking an allocated slot. If you do so and use the Facilities, Spot Performance has the right to invoice you double the standard rate.
- Remove items outside of the booths and/or studio.

Any faults must be immediately reported to Spot Performance via [info@spotperformance.co.uk](mailto:info@spotperformance.co.uk) or the app, including those related to the equipment, premises, lighting, etc. Where any faults are not reported, Spot Performance has every reason to assume the fault occurred under the last session in the studio. Unless proved otherwise, the session's user will be held liable to pay for the damages. Users wishing to report accidents, incidents, or problems with the Facilities should contact Spot Performance immediately, or as soon as is reasonable, at [info@spotperformance.co.uk](mailto:info@spotperformance.co.uk)

## **5 WAIVER**

SPOT PERFORMANCE studio is a private gym and, therefore, has no staff.

- I, the user, clearly understand that there will be nobody if I need help; I accept the assumption of risk.
- I intend to use some or all of the activities, facilities, equipment and services offered by Spot Performance. I understand that everyone (including myself) has different skill levels for participating in such activity.
- I assume full responsibility during and after my participation at Spot Performance and for my choices to use or apply, at my own risk, any portion of the equipment, facilities, information or instruction available.
- I understand that part of the risk involved in undertaking exercise is relative to my own state of fitness or health (physical and emotional) and the awareness, care and skill with which I conduct myself in any usage of Spot Performance
- I agree that to the best of my knowledge and belief, I am in good health and not knowingly incapable of engaging in active or passive exercise. Such exercise would not harm my health, safety, comfort, well-being or physical condition.
- In addition, I understand that I should immediately withdraw from, reduce or modify my involvement in any of the activities. I should do so on recognition of any signs of physical discomfort, which may include lightheadedness, fainting, chest discomfort, leg cramps, nausea, etc.
- I further understand that there are possible risks involved in participating in the exercise. Spot Performance will accept no responsibility for my actions, injuries or health during my use of Spot Performance.
- If I feel unwell or a life-threatening emergency occurs in Spot Performance, I should immediately call the Emergency Services by dialling 999 or 112 on my phone.

## **6 PAYMENT**

- Payments are processed through the app via our third-party provider, Stripe – See Privacy policy for more information.
- Any session not used in the time frame of the package purchased will be lost. No refund possible.

## **7 CANCELATION POLICY**

### By you

- Free cancellations have to be made via the app within at least a 12 hour period prior to session to avoid a full charge being taken.

### By us

- We may cancel your session subject to a force majeure or similar, making it impossible or significantly impede us from carrying out the service. We will always endeavour to let you know as early as possible via email and process any cancellation refunds as necessary.

Where a User has not booked a slot but uses the Facilities, Spot Performance will invoice Users double the standard rate, which Users must pay on time without exceptions.

## **8 OPENING HOURS**

The studio is open from 5AM until 12AM.

Spot Performance reserves the right to vary the opening hours as necessary for the proper operation of the Facilities.

As a User, you agree to comply with the Terms of Spot Performance regarding use of the Facilities, opening hours and your conduct. Spot Performance may make reasonable changes to these Terms occasionally, provided Spot Performance gives reasonable notice of these changes.

## **9 HYGIENE**

All Users and their clients of Spot Performance must wear appropriate, clean outfits and footwear when using the Facilities.

In the interest of hygiene, cleaners are hired to clean the Facilities. The cleaners should not disturb your session.

The cleaners will wipe down equipment, but where it is appropriate to do so,

Users should wipe down each piece of equipment after use to ensure a tidy environment for the next user.

Dogs and other pets are not allowed in the studio.

## **10 PROPERTY RIGHTS**

Users may not copy, download, reproduce, republish, post, or otherwise use our website content appearing on our site or any other media (including Facebook and Instagram and LinkedIn), in any way except for your own personal, non-commercial use.

Users may also not copy, infringe, reproduce, or otherwise use Spot Performance intellectual property, ideas or alike, in any way except for your own personal, non-commercial use.

Any other use of such content or intellectual property requires permission of Spot Performance.

## **11 PRIVACY POLICY**

By signing up to Spot Performance, you accept and agree that Spot Performance collects:

- Personal information such as first and last name, date of birth, and photos
- Contact information such as email address, phone number, or location

This information will be protected, and we only use this information if we are legally permitted.

For safety reasons, Spot Performance is using CCTV. By signing up to Spot Performance, you consent to recording your image. Sound recording is disabled on all cameras. Spot Performance reserves the right to review footage if any breach is suspected.

## **12 BREACH**

In case of a breach of User terms and conditions, Spot Performance reserves the right of admission and may reserve the right to require any User or client to leave the premises.

Any User found in breach of terms or committing an illegal act, including theft, will be asked to permanently leave Spot Performance and be banned from ever entering Spot Performance again.

No refunds will be given.

## **13 LIMITATION OF LIABILITY**

Our website content is provided on an "as is" and on a "voluntary access" basis without any representations or any warranty, whether express, implied or statutory, of merchantability, fitness for a particular purpose, compatibility, security and accuracy. Users access our website at your own, sole risk and liability without exception.

Spot Performance will not be liable for any damages, including consequential damages, or any damages arising from the loss of use, interruption of trade, financial loss or damages, whether in contract, negligence or other tortious



action, arising from or in connection with the use of our website or Facilities.

If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws in the country in which these terms are intended to be effective, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect.

Spot Performance refuses to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action.

These terms shall be governed by and interpreted in accordance with the laws of England.

