



## **MARINA H & L MEMBERSHIP PACKAGE ADD-ON TERMS AND CONDITIONS**

Marina Health & Leisure is operated by Marina Court Limited, registered in Guernsey under company number 47830 and (hereafter referred to as the “Club”). The Club’s premises are situated at Marina Court, Glatigny Esplanade, St Peter Port, Guernsey, GY1 1WP (“Premises”).

When completing the appropriate Membership Package Add-On Agreement (hereafter referred to as the “Agreement”), the member (hereinafter referred to as the “Member”) wishes to purchase a **Package Add-On(s)** highlighted on their agreement form in addition to their membership subscription at the Club.

The below Terms and Conditions relate to the Membership Package Add-On Packages available from time to time and are in addition to the Club Terms and Conditions of Membership available at reception or on the Club’s website – [www.marina.gg/terms-conditions](http://www.marina.gg/terms-conditions).

### **General Terms and Conditions**

1. In return for a member paying a subscription as set out in the Membership Package Add-On agreement form, a member may benefit from their chosen package add-on(s) throughout the duration of their membership agreement.
2. The payment of the subscription shall not entitle the member to the use any other membership package add-on(s) other than those identified and paid for within their Agreement.
3. The first subscription shall be due and payable on the signing of the Agreement.
4. Payment can be made either up front and in full for the stated period or monthly by Direct Debit providing that the member is already on a monthly Direct Debit paying membership with a valid and active Direct Debit.
5. If paying by Direct Debit, the subsequent month’s payment for the chosen membership package add-on(s) will also need to be paid up front if the agreement falls on, or after, 25<sup>th</sup> of the month in which the agreement commences unless stated otherwise by a member of staff.
6. The member’s commitment shall be for an initial period of 3 months from the first of the month following the date of the commencement of the agreement.
7. Until the initial period of 3 months has lapsed the member shall not be entitled to terminate the commitment to pay monthly subscriptions in accordance with clause 6 above.
8. All members are liable to pay all subscriptions irrespective of actual usage of the facilities or membership package add-on(s). Should a payment fail at any time, the Club reserves the right to immediately cancel the chosen members membership package add on(s) and recover any funds deemed necessary. Such decision is entirely at the Club’s discretion and in accordance with the Club’s Terms and Conditions.
9. In the event of a package add-on being paid monthly by direct debit and lapsing for more than one month the member may incur an administration charge and have to reapply for the membership package add-on, which will be subject to availability at that time.
10. The member may terminate the commitment to pay subscriptions at any time after the first full three months of the commencement of the agreement upon giving the Club not less than 3 months’ notice in writing.
11. The member acknowledges that the Club’s obligations and liabilities in respect of Marina Health & Leisure are defined in the agreement and/or within the Terms and Conditions of Membership available on the Club’s notice board and website.
12. The Club reserves the right to amend or replace these membership package add-ons, the rules relating to these membership package add-ons and/or the membership terms and conditions at any time and without notice.
13. The Club reserves the right to amend the subscription charge for any membership package add-on at any time and without notice.
14. Membership package add-ons are non-refundable and non-transferrable.
15. The member confirms that he/she is 18 years of age or over and that, having understood the terms of this contract, and the Terms and Conditions of Membership, agrees to abide by them.
16. The submission of an application signed by a member and the acceptance of the initial subscription by Marina Court Investment Ltd shall constitute a legally binding agreement between the member and Marina Court Investments Limited. Once agreed, the parties agree to be bound by the terms hereof and the Club Terms and Conditions of Membership, which are available on request or from the website – [www.marina.gg/add-on/terms](http://www.marina.gg/add-on/terms).
17. Each member accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. Each member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or employees, Directors, servants or agents (including any independent contractors) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises. See T&C’s.
18. Your data is held in accordance with our privacy notice which is available at <http://www.marina.gg/privacy-notice/>.

## Rental Locker Terms and Conditions

19. Upon subscribing to this rental locker agreement, the member agrees to rent the designated locker and (“**Designated Locker**”) number identified and the on the members membership package add-on agreement form. The Club will agree to rent the Designated Locker to the Member on the terms and conditions set out in this agreement which shall be deemed to have been incorporated into the member’s membership contract with the Club on the signing of the agreement. The Member also acknowledges and agrees to the following:
20. To pay the locker rental fee in respect of the Designated Locker to the Club either in full and cleared funds on the signing of the Rental Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable.
21. The locker rental term shall start on the Commencement Date as completed on the application form and upon receipt of cleared funds.
22. To use the Designated Locker only for the purposes of keeping “**personal items**” that may be required when at the Club. “Personal items” include gym kit, equipment and/or personal belongings relevant to the health club environment and the Club manages the interpretation of “**personal items**” as they see appropriate. If the Club has reasonable grounds to suspect that the Designated Locker is being used in breach of the Club’s Terms and Conditions, the Club reserves the right to open the Designated Locker (by force if necessary) and to remove any offending items. Such items will be handed to the police if the Club management deem necessary.
23. To be fully and solely responsible for both the contents and security of the contents stored in the Designated Locker at all times. The Club takes no responsibility for the security of the contents of the Designated Locker regardless of whether it is locked or otherwise. Nor does the Club undertake that the Member’s use of the Designated Locker will guarantee that no theft or damage to the Member’s property will occur. The Club will not accept any liability of whatsoever nature and howsoever arising in relation to the security or theft of the contents of the Designated Locker. It is the Member’s responsibility to check that their household contents or other insurance policies they hold protect them against such risks.
24. Not to assign or sub-let the Designated Locker and to be fully responsible for the proper care of the Designated Locker. Any defacing or damaging the Designated Lockers by stickers, paint, markers or otherwise will be valid grounds for withdrawal of Designated Locker privileges and the Member will be charged the cost of repair or replacement of the Designated Locker.
25. With the exception of the Designated Locker detailed in the Agreement, all other Club lockers are available for use only while the Member is on the Club’s Premises. Use of a locker (other than the Designated Locker detailed within the Agreement) while you are not on the Club’s Premises is prohibited. If you leave your belongings overnight in a locker (other than in the Designated Locker detailed within the Agreement) the Club reserves the right to open the locker (by force if necessary) and remove your belongings.
26. The Designated Locker remains the property of the Club and the Club reserves the right to charge you a reasonable fee for any cleaning or repair work required to the Designated Locker or for any damage of whatsoever nature to the Designated Locker.
27. To thoroughly clean and remove all belongings from your Designated Locker on or before the date of expiry (for whatever reason) of your membership and/or package add-on contract with the Club and/or the Term of the Agreement. Any belongings left in your Designated Locker after the expiry of your membership contract with the Club or the Term of the Agreement will be removed by the Club immediately and donated to charity. Should you leave the Club (for whatever reason) prior to the expiry of your membership contract with the Club and/or the Terms of the Agreement, no refund will be given for the unexpired Term of the Agreement.
28. Your belongings, if so removed under paragraphs 23 and 26 above, will be available for collection from the Club’s reception for a period of four weeks (28 days) from the date of their removal providing that criminal proceedings are not required. If you do not collect your belongings within that four week (28 days) period, your belongings will be donated to charity.
29. Violation of any of the terms and conditions in this Rental Agreement may result in the forfeiture of the Designated Locker, future rentals and at the Club’s discretion, your membership of the Club.
30. The Club reserves the right to amend, vary or replace the terms of the Agreement at any time and without notice to the Member, although where reasonably possible, notice of the change will be displayed on the Club’s website and/or posted on the notice boards located at the Club’s reception area and/or by email to the Member seven (7) working days before such change.
31. The Club reserves the right to cancel the Agreement at any time and without reason. In the event of cancellation of the Agreement by the Club, the Member shall be entitled to a pro-rata refund for the unexpired Term of the Agreement.

## Unlimited KBT Terms and Conditions

32. Upon subscribing to the Unlimited KBT Membership Package Add-On Agreement (hereafter referred to as the “**the Agreement**”), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The member agrees to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a member’s membership contract with the Club on the signing of the agreement. The member also agrees to abide by the Membership Terms and Conditions at Kings Premier Health Club available to view at [www.kings.gg](http://www.kings.gg) and also acknowledges and agrees to the following:
33. To pay the unlimited KBT fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable and non-transferrable irrespective of any request for a refund or usage.
34. The unlimited KBT term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.
35. The use of unlimited KBT is strictly only available at Kings Premier Health Club and during the access times granted to members of Marina Health & Leisure which are subject to change from time to time and without notice.
36. In addition to these terms and conditions, the member agrees to abide by the boditrax company terms and conditions, which are subscribed to upon using the boditrax machine on the first occasion. These terms and conditions are available via the machine when using boditrax and may change from time to time, but at the date hereof are:

## **Boditrax Terms of Use**

Boditrax (we) provide online and mobile services, including the Boditrax website ("www.boditrax.com" or the "Site"), widgets, computer programs and mobile applications hosted by or on behalf of Boditrax (collectively, the "Boditrax Services"). Intended to enhance a facility's use of the Boditrax body composition products offered by Boditrax (the "Boditrax Products"). This is a legal agreement between you and Boditrax and will be used to govern the use by you of the Boditrax service.

Once you have confirmed your acceptance of and adherence to be bound by these Terms of Use (the "Terms of Use"), Boditrax will grant you a limited, non-exclusive license to utilise the Boditrax Services as set out herein. The terms "you" and "user" shall refer to all individuals and entities that have access to the Boditrax Services.

Through your actions in registering for and/or using the Boditrax Services, you confirm your agreement to these Terms of Use and our privacy policy (see "privacy policy") and consent to allow Boditrax to communicate with you electronically in connection with the Boditrax Service.

## **Modifications to the Terms of Use**

Boditrax from time to time may make changes or amendments to these Terms of Use. The most up to date will be clearly marked on the website. However, continued use

## **Requirements for Use of the Boditrax Services**

The Boditrax Services are made available to persons aged 16 years or over. If you are 16 or over but still under the age of 18, you should review this agreement with your parent or guardian to make sure that you and your parent or guardian are prepared for you to be bound by them...

Full use of the Boditrax Services requires compatible access to the Boditrax Composition analyser, Internet access, and certain software. The Boditrax Services is not a guaranteed part of any third party product or service offering, and no purchase or obtaining of any third party product or service shall be construed to represent or guarantee you access to the Boditrax Services at any time.

Please review the section marked "Precautions" for guidance on precautions related to your use of Boditrax Products and of the Boditrax Services.

## **Agency**

If you are registering on behalf of an organisation, group or company the act of doing so is considered to confirm your authority to do so and bind the organisation, group or company by your actions.

## **Precautions**

Content found on www.boditrax.com or through the Boditrax Service is for informational purposes only and is not intended to replace the relationship between you and your doctor or any other medical practitioner. Boditrax is not a care provider and does not have expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should always consult a doctor before starting any fitness program, changing your diet or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking advice because of something you have read on or through the Boditrax Services. You should consult with your doctor before participating in any event or activity promoted on or through the Boditrax

Boditrax is not responsible for any health problems that may result from training programs, products, or events you learn about through the Boditrax Services. If you engage in any exercise program you receive or learn about through the Boditrax Services you agree that you do so at your own risk and are voluntarily participating in these activities.

## **Information on the Boditrax Services**

Whilst every effort is taken to ensure that the information contained on the Boditrax website is accurate, we make no representation or offer any warranty of any sort about information contained on the Boditrax website. We accept no responsibility for the accuracy of the information, its use or its effectiveness. Please be advised that if you undertake to rely on information gathered from the Boditrax website or any other Boditrax source, you do so entirely at your own risk.

For further information regarding boditrax please email [info@boditrax.com](mailto:info@boditrax.com).

37. The Club reserves the right to exclusive book the use of the boditrax machine for a given period as deemed suitable by the Club.
38. The Club reserves the right to remove the boditrax machine from the Club premises at any time for events or any other exclusive activities. The Club shall return the boditrax machine to the Club upon completion of any activity; however the length of which the club may remove the machine is entirely at the Club's discretion.
39. Upon commencement of the Agreement, and upon receipt of the cleared funds required, providing clauses 37 and 38 (above) do not apply, the member may have an unlimited amount of boditrax sessions at the Club.
40. The use of the boditrax machine under the Agreement is entirely for the member for whom the agreement applies and the membership package add-on cannot be used by any other person under the Agreement.
41. Should the member, with permission, allow another person to use their boditrax log in details the Club reserves the right to cancel the membership package add-on agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.

### **Unlimited Towels Terms and Conditions**

42. Upon subscribing to this Unlimited Towels Membership Package Add-On (hereafter referred to as the **"Agreement"**), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The Club will agree to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a member's membership contract with the Club on the signing of the agreement. The Member also acknowledges and agrees to the following:
43. To pay the unlimited towels fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the Agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable irrespective of any request for a refund or non-usage.
44. The unlimited towels term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.
45. A member subscribing to this membership package add-on is allowed one towel per visit, per day.
46. The use of the unlimited towels under the Agreement is entirely for the member for whom the Agreement applies and the membership package add-on cannot be used by any other person under the Agreement.
47. The member accepts the towels remain the property of the Club, are to remain on the Club's premises at all times and are to be left in the towel bins provided in the Club changing rooms. The removal of a towel from the Club's premises will result in the Club reserving the right to cancel the Agreement with immediate effect and without refund. The Club management have the right to contact the police if the Club management deem necessary.
48. Should the member, with permission, allow another person to use, or attempt to use, their unlimited towels membership package add-on, the Club reserves the right to cancel the Agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.

### **Personalised Gym Program and KBT Analysis Terms and Conditions**

49. Upon subscribing to the Personalised Gym Program and KBT Analysis Membership Package Add-On (hereafter referred to as the **"Agreement"**), the member agrees to the terms and conditions identified within the membership package add-on agreement form. The member will agree to the terms and conditions set out in the membership package add-on agreement which shall be deemed to have been incorporated into a member's membership contract with the Club on the signing of the Agreement. The member also agrees to abide by the Membership Terms and Conditions at Kings Premier Health Club available to view at [www.kings.gg](http://www.kings.gg) and also acknowledges and agrees to the following:
50. To pay the Personalised Gym Program and KBT Analysis fee identified in the membership package add-on agreement form either in full and cleared funds on the signing of the agreement or by Direct Debit should the member be on a Direct Debit paying membership at the Club. Fees are non-refundable or transferable irrespective of any request for a refund or non-usage.
51. The Personalised Gym Program and KBT Analysis term shall start on the Commencement Date as completed on the application form and upon receipt of required cleared funds.
52. A member subscribing to this membership package add-on is allowed one programme and KBT Analysis once per month and that program is for their personal use only and must not be given to a third party. The use of KBT must be with an instructor employed by either Marina Health & Leisure or Kings Premier Health Club and the analysis session must be performed at Kings Premier Health Club.
53. A member accepts that the program remains the property of the Club.
54. Should the member, with permission, allow another person to use, or attempt to use, their personalised program, the Club reserves the right to cancel the membership package add-on agreement with immediate effect and without refund. Such a decision is entirely at the Club's discretion.
55. Whilst the Club will endeavour to contact the member when their program review and boditrax analysis is due, it is not held responsible should the program and KBT Analysis not occur.
56. The member accepts that it is their responsibility to arrange the program and KBT Analysis on a monthly basis and accepts that, should the program and consultation fail to happen, they will not be allowed to carry forward this benefit into a subsequent month.
57. The member accepts that whilst every effort will be made by staff to ensure improved results and progress, this membership package add-on does not guarantee results or progress of any kind and that the member of staff or Club cannot be held responsible should the member's desired outcomes not be achieved.
58. The member accepts that whilst the Club will endeavour to ensure the member's chosen staff member performs the reviewed program and boditrax consultation month on month, they cannot guarantee this. However, the Club will ensure that the member of staff has sufficient qualifications to provide the member with their program and that the staff member is also competently trained to use the KBT machine and interpret the results provided.
59. In addition to these terms and conditions, the member agrees to abide by the boditrax company terms and conditions, which are subscribed to upon using the boditrax machine on the first occasion. These terms and conditions are available via the machine when using boditrax, or can be found under the **"KBT Terms and Conditions"** section (above).