

The My Fitness Limited Conditions of Purchase

1. INTERPRETATION

1.1 In these Conditions of Purchase:

'Conditions of Purchase' means the terms and conditions set out in this document together with, as appropriate, any other terms or conditions incorporated into the Agreement (if any) by express written agreement between MY FITNESS and the Company

'Agreement' means the Conditions of Purchase or, as appropriate, the supply agreement identified by the supply agreement number, for the sale of the Goods and / or the Services by the Company and purchase of the Goods and / or the Services by MY FITNESS (the "Supply Agreement"). In the event of any conflict between the terms of the Supply Agreement and the terms set out here, the former shall apply

'Delivery Address' means the delivery address stated on the Purchase Order

'Goods' means the goods (if any) stated on the Purchase Order

'Order / Purchase Order' means the order

'Order Number' means the Purchase Order number as stated on the Purchase Order

'Services' means the services (if any) described on the Purchase Order

'Company' means the person, firm or company identified as supplier on the Purchase Order

'MY FITNESS' means My Fitness Limited whose registered office is Chandeliers, The Oberlands, St Martins, Guernsey, GY4 6SW. (56442)

1.2 The headings in these Conditions of Purchase are for convenience only and shall not affect their construction.

2. AGREEMENT TO PURCHASE

2.1 The Order constitutes an offer by MY FITNESS to purchase the Goods and/or the Services subject to the Conditions of Purchase and dispatch or delivery of the Goods, or the commencement of supply of the Services by the Company shall constitute the Company's acceptance of these Conditions of Purchase.

2.2 These Conditions of Purchase or, as appropriate the terms of the Supply Agreement shall prevail to the exclusion of any other terms and conditions on which any quotation has been given to MY FITNESS or other variation and no variation of the Conditions of Purchase, Order or Agreement shall be binding unless made by written agreement between MY FITNESS and the Company.

3. PRICE

3.1 The price of the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of value added tax (which shall be payable by MY FITNESS subject to receipt by MY FITNESS of a value added tax invoice) and inclusive of all charges for packaging, packing, carriage, insurance, and delivery of the Goods to the Delivery Address and any other duties or imposts other than value added tax.

3.2 MY FITNESS shall be entitled to set off any sum due by MY FITNESS to the Company against any sum due to MY FITNESS by the Company.

4. INSPECTION AND TESTING

4.1 The Company shall permit MY FITNESS or MY FITNESS's authorised representative to inspect and test the Goods at any time during manufacture, processing or storage and to inspect and test performance of the Services at the premises of the Company or any third party and the Company shall provide or procure the provision of all such facilities and accommodation as may reasonably be required by MY FITNESS for inspection and testing. The Company shall at the request of MY FITNESS, supply to MY FITNESS a copy of the Company's test sheets certified by the Company to be a true copy.

4.2 If, as a result of such inspection or testing, MY FITNESS is of the opinion that the Goods do not comply with the Agreement or are unlikely on completion of manufacture or processing so to comply, upon MY FITNESS so informing the Company, the Company shall immediately take such steps as may be necessary to enable the Company to comply with the Agreement.

4.3 For the avoidance of doubt such inspection or right to inspect on the part of MY FITNESS shall not constitute acceptance or approval by MY FITNESS of the Goods or Services.

5. DELIVERY

5.1 The Goods shall be delivered and the Services shall be performed on the date or within the time period stated in the Order at the Delivery Address or as may be directed by MY FITNESS. Where the date of delivery of the Goods or of performance of the services is not specified in the Order, the Company shall give MY FITNESS reasonable notice of the date thereof and shall not perform their duties under this order until MY FITNESS have confirmed that the date of performance is acceptable.

5.2 The Company shall give MY FITNESS in good time any instruction or information required to enable MY FITNESS to take delivery of the Goods and performance of the Services.

5.3 MY FITNESS shall be entitled to reject any Goods delivered

which are not in accordance with the Agreement and shall not be deemed to have accepted any Goods until MY FITNESS has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. In the event of any failure on the part of the Company to supply Goods or Services of the quality, in the quantity and to the time specified, MY FITNESS shall be entitled to:

5.3.1 reject, and to require the Company to replace, at no charge, any such Goods; or

5.3.2 reject and obtain equivalent Goods or Services from an alternative source and the Company undertakes to reimburse MY FITNESS for any reasonable additional costs incurred in so doing.

5.4 Time of delivery of the Goods and of performance of the Services shall be of the essence of the Agreement.

5.5 Any extension of time for delivery or performance must be agreed in advance between MY FITNESS and the Company in writing. If time is so extended, time as extended shall be of the essence of the Agreement.

5.6 If the Goods are to be delivered or the Services are to be performed by installments, the Agreement will be treated as a single contract and not severable.

5.7 Delivery shall not be effected until the Goods have been unloaded and (if relevant) the Services have been performed and accepted in writing by an authorised officer, employee, or representative of MY FITNESS.

5.8 The Order Number must be quoted on all correspondence relating to the Order. A delivery or advice note must accompany all Goods dispatched to the Delivery Address. Goods or Services not accompanied by a delivery or advice note may be refused.

6. TITLE AND RISK

6.1 Title in the Goods shall pass to MY FITNESS upon delivery unless payment is made prior to delivery in which case it shall pass to MY FITNESS once payment has been made and the Goods have been appropriated to the Agreement.

6.2 Risk of damage to or loss of the Goods supplied shall pass to MY FITNESS upon delivery in accordance with the Agreement.

6.3 The Company shall insure the Goods to their full value against all risks of damage or loss prior to completion of delivery by whomsoever effected.

7. WARRANTIES AND LIABILITIES

7.1 The Company warrants to MY FITNESS that the Goods will:
7.1.1

be of satisfactory quality and fit for any purpose made known to the Company by MY FITNESS. When assessing satisfactory quality, MY FITNESS will take into account any public statement made by the Company or by any third party supplier engaged by the Company;

7.1.2 be free from defects in design, material and workmanship, and that the Company, upon becoming aware of any defect whatsoever in the Goods immediately notify MY FITNESS of such defect and confirm the same in writing to MY FITNESS within three (3) days of such defect being identified;

7.1.3 correspond in quality, quantity and description with any specifications, stipulations or any other information contained in the Order or supplied by MY FITNESS to the Company or agreed in writing by MY FITNESS and shall correspond in all respects with any samples or patterns provided by the Company to MY FITNESS or by MY FITNESS to the Company; and

7.1.4 comply with all applicable regulations and other legal requirements concerning the manufacture, sale, packaging, carriage, packing, delivery or disposal of the Goods and the performance of the Services.

7.2 The Company warrants to MY FITNESS that the Services will be performed by appropriately qualified and trained personnel acting with due care and diligence and to the best industry standard.

7.3 The Company shall indemnify MY FITNESS in full against all losses, damages (including but not limited to loss or damage to property or MY FITNESS's business or death or personal injury), liabilities, fines, penalties, costs and expenses (including legal expenses whether or not proceedings are brought) of whatsoever nature awarded against or incurred or paid by MY FITNESS as a result or in connection with:

7.3.1 any breach of any warranty given by the Company in relation to the Goods or Services;

7.3.2 any claim that the Goods infringe or their importation use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that any such claim arises from compliance with a specification or design supplied by MY FITNESS;

7.3.3 any liability under the Consumer Protection Act 1987 or subsequent consumer protection legislation;

7.3.4 any act or omission of the Company or its employees, agents or subcontractors in supplying delivering and installing the Goods or in performing the Services; and

7.3.5 the supply, delivery and installation of the Goods and the performance of the Services.

7.4 Nothing in this clause shall render the Company liable to indemnify MY FITNESS if and to the extent that it is proved to MY FITNESS's satisfaction that such losses, damages, claims, liabilities, fines, penalties, costs and expenses result from any act, negligence or default of MY FITNESS's authorised servants or agents.

7.5 The Company warrants that any equipment, software and system to be developed for or supplied to MY FITNESS pursuant to the Agreement, and any equipment, software and system used by the Company or used by any supplier of goods or services to the Company to provide the Goods and / or services to MY FITNESS is and will be programmed to adapt to and accommodate changes in dates, including without limitation, century dates and leap years, without detriment or deterioration in performance affecting MY FITNESS and undertakes to indemnify MY FITNESS and hold MY FITNESS harmless against all costs, losses and liability including legal fees arising from any breach of this Clause.

8. FORCE MAJEURE

8.1 MY FITNESS and the company shall not be liable for any failure or delay in supplying the Goods or Services or in receiving or making use of the Goods or Services due wholly or partially to any event beyond the reasonable control of the parties ("Force Majeure Event") including without limitation, acts of God, war, acts of terrorism, riot, civil commotion, malicious damage, fire, flood or storm. For the avoidance of doubt strikes, industrial action, third party insolvency and/or failure shall not be considered a Force Majeure Event.

8.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by reason of a Force Majeure Event, it shall within 2 days give written notice to the other party declaring the extent of the Force Majeure Event, the date of its commencement and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement and if mutually agreed by the parties then the obligations of the party so affected shall thereupon be suspended for so long as the circumstances may continue.

8.3 A party affected by a Force Majeure Event is to use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible after the removal of such Force Majeure Event. If the period of non-performance exceeds fourteen

(14) days from the receipt of the notice of the Force Majeure Event, the party whose performance has not been so affected may, by giving written notice, terminate the agreement forthwith.

9. TERMINATION & BREACH

9.1 MY FITNESS shall have the right to terminate this Agreement with immediate effect by notice in writing to the Company being in breach of any of its obligations under this Agreement. In case of any breach which is capable of remedy, MY FITNESS shall serve a written notice on the company specifying the nature of such breach and where such breach is remediable the company shall have failed to remedy such breach within the maximum period of fourteen (14) days from the date of service of such notice.

9.2 In the case of a material breach, which is not capable of remedy, MY FITNESS shall have the right to terminate this Agreement with immediate effect.

9.3 The Company shall have the right to terminate this Agreement in the event of MY FITNESS being in breach of "any of its obligations under this Agreement, provided that the Company shall first have served a written notice on MY FITNESS specifying the nature of such breach and where such breach is remediable MY FITNESS shall have failed to remedy such breach within the maximum period of fourteen (14) days from the date of service of such notice.

9.4 The Company or MY FITNESS may (without prejudice to any other rights or remedy of the other party) terminate this Agreement by notice to take immediate effect if any of the following events occur in respect of the other: a) The Company or MY FITNESS makes or offers to make any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986); or b) The Company or MY FITNESS ceases or threatens to cease to carry on business or suspends or threatens to suspend all or substantially all of its operations (other than temporarily by reason of a strike) or suspends payments of its debts or becomes unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 where applicable) or commits any act of insolvency or bankruptcy; or c) A petition or resolution for the making of an administration order for the bankruptcy, winding-up or dissolution of the Company or MY FITNESS for the purposes of reconstruction or amalgamation of the solvent company is presented or passed; or d) The Company or MY FITNESS files a voluntary petition in bankruptcy or insolvency; or e) A liquidator, trustee, supervisor, receiver, administrator, administrative receiver

or encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Company or MY FITNESS; or f) There is a change of control of the Company. For the purpose of this Clause 9.4 (f), "control" means the ability to direct the affairs of another whether by voting or contractual rights or otherwise and whether directly or indirectly.

If MY FITNESS reasonably apprehends that any of the events mentioned in Clause 9.4 (a) to (f) above are about to occur in relation to the Company then MY FITNESS shall be entitled to terminate this Agreement immediately upon written notice at which point any sums payable by the Company to MY FITNESS under this Agreement shall become due and payable.

9.5 MY FITNESS shall have the right to terminate this Agreement at any time on three (3) months' written notice.

10. ELECTRONIC DATA INTERCHANGE

Where the parties communicate using direct computer to computer interchange of computer processable data (whether with or without the assistance of a value added network or other intermediary) then the terms and conditions of the Interchange Agreement shall apply, a copy of which is available from MY FITNESS upon request. In the event of any conflict between the terms of the Interchange Agreement and the terms here set out, the latter shall apply.

11. ASSIGNMENT AND CONTRACTING

11.1. The Company shall not assign, sub-contract or transfer or purport to assign, sub-contract or transfer any of its rights or obligations under this Agreement without the prior written consent of MY FITNESS.

11.2 Any consent given by MY FITNESS to the Company under condition 11.1 shall not impose any duty on MY FITNESS to enquire as to competency of any sub-contractor and the Company shall ensure that any subcontractor is competent and that performance of the Agreement is properly carried out. In the event that any sub-contractor is subsequently deemed in MY FITNESS'S reasonable opinion not to be suitable on technical or commercial grounds then the Company shall replace that sub-contractor with an alternative sub-contractor also approved in writing by MY FITNESS.

11.3 MY FITNESS shall have the right to assign, sub-contract or transfer any or all of its rights or obligations under this Agreement in whole or in part.

12 GENERAL

12.1

No waiver by MY FITNESS of any breach of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.2

If any provision of these Conditions of Purchase is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Purchase and the remainder of the provision in question shall not be affected thereby.

12.3

Any notice required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.4

Notwithstanding the fact that the Company may have or have had business dealings with MY FITNESS, MY FITNESS's name shall not be used by the Company for the purpose of advertisement or publicity without the prior written consent of MY FITNESS.

12.5

All copyright, designs, domain names, patents, trade marks and all other intellectual property, which may from time to time be licensed to the Company under this Agreement, shall remain the exclusive property of MY FITNESS.

13. CONFIDENTIALITY

13.1

During the term of this Agreement and after termination or expiration of this Agreement the terms of this Agreement and any information concerning the business affairs of the one party which comes into the possession of the other party or any other contracted party under or pursuant to this Agreement shall be confidential to the parties and shall not be disclosed to any outside party (save as required by any law, regulation or court order) or used other than for the purposes of this Agreement without the prior written consent of the other party, unless the information is manifestly in the public domain or already in the possession of the receiving party (other than as a result of a breach of confidentiality).

13.2

In particular, the Company shall not disclose to any outside party any prices being paid by MY FITNESS or any details of any computer or other data of MY FITNESS to which the Company

may have access from time to time for the purposes of this Agreement and the Company shall take all actions as are necessary to ensure that their personnel and any subcontractors engaged by it in accordance with this 'Agreement observe these provisions of confidentiality.

14. LAW AND JURISDICTION

14.1

This Contract shall be governed by Guernsey law.

14.2

The Parties to this Contract submit to the exclusive jurisdiction of the Guernsey Courts.

MT FITNESS LIMITED PRIVACY POLICY

My Fitness Limited is a Company, whose registered office is located at Chandeliers, The Oberlands, St Martins, Guernsey, GY4 6SW registered in Guernsey under Company No 56442. This policy (together with our terms and conditions of membership and any other documents referred to in this policy) explains how we will collect, process, use and protect any personal data which we collect from you or that you provide to us.

1. YOUR PERSONAL INFORMATION

1.1 We may collect and process the following data about you:

- Certain personal information such as your name, postal and email addresses, telephone number(s), payment information and/or a user name and password.
- Information provided when you register for or use our website (<http://www.myfitness.gg>) and our online facilities, including, but not limited to, the members' lounge and online communities (Website), including but not limited to the URL you came from, your computer's IP address, your browser type, the country and telephone area code where your computer is located and the pages of our website that you viewed.
- Information provided at the time of registering for membership with My Fitness.
- Information about your booking and/or use of My Fitness facility.
- If you contact us we may keep a record of that correspondence.
- We may ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Location data, which your mobile device provides if you consent.

1.2 We may supplement the information that you provide to us with information that we receive from third parties.

2. ACCEPTANCE OF TERMS

By submitting information to us or using our Website or registering for services through the Website, you:

2.1 Agree to accept the data protection practices outlined in this Privacy Policy; and

2.2 Consent to our collecting and processing your personal data in accordance with this Privacy Policy.

3. USE OF YOUR INFORMATION

3.1 We may use the information that you provide or that we collect for the following purposes:

3.1.1 to register you with My Fitness, to set up and manage your My Fitness membership account and to administer our services;

3.1.2 to take advice and action in relation to the collection of debts;

3.1.3 to provide any services or information you have requested, including through the use of email and text message where appropriate;

3.1.4 to notify you about our products, services or special offers that may be of interest to you, customer services and profiling your membership preferences;

3.1.5 to ensure that content from our site is presented in the most effective manner for you and for your computer;

3.1.6 for detecting and protecting against error, fraud or other criminal activity;

3.1.7 to enforce our terms and conditions of use including carrying out security reviews to validate your identity, age, contact details and financial information; or

3.1.8 in any other way as described to you at the time of collection of your personal data.

3.2 We, together with our external suppliers, may also use your data to assist us in providing you with My Fitness services.

3.3 If you do not want us to contact you with details of our special offers, products or services that we think you might be interested in please tick the relevant box on any registration form that you complete, or contact us at the address below (paragraph 10).

4. DISCLOSURE OF YOUR INFORMATION

4.1 We value your privacy and do not sell your information to any third parties under any circumstances.

4.2 We may include announcements from partners or other third parties in some My Fitness communications, but we do not provide any of your personal data to third parties, except where required by law.

4.3 We may give information about you to the following, who may use it for the same purposes as set out above:

4.3.1 to agents, contractors and employees of My Fitness Leisure Limited to administer your membership, your account, and any products and services provided to you now or in the future;

4.3.2 to agents and employees of any other companies in Europe in the same group of companies as My Fitness Limited to administer your membership, your account, and any products and

services provided to you now or in the future;

4.3.3 to mailing houses, our marketing agencies, sms/email systems provider and other distributors for the distribution of My Fitness Leisure information to you;

4.3.4 to suppliers who profile your data so that we may tailor the goods/services we offer to your specific needs;

4.3.5 to anyone to whom we transfer or may transfer our rights and duties under our agreement with you;

4.3.6 if we have a duty to do so or if the law allows us to do so.

This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;

4.3.7 to third parties who will help process or administer My Fitness Leisure services or who will provide advice and take action in relation to the collection of debts.

5. COMMUNICATING WITH YOU

5.1 We only send email or text messages to individuals who have requested that these mailings be sent to them, or as part of an ongoing relationship we have with an individual or business.

5.2 Your right to control what communications, if any, that you receive from My Fitness is important to us. The information below will assist you in understanding the different communications options you have, and how you can notify us of changes in your preferences or to unsubscribe in general.

5.3 If we provide notifications to Members including, without limitation, class cancellations, membership terms or bookings changes, these notifications may be made by telephone or sent by email, text message, mobile telephone application, post or any other appropriate means.

5.4 My Fitness maintains a list of people who have expressed an interest in receiving updates about local Club events, special promotions and offers. These can be sent by email, post or text message according to your preferences. You can subscribe to these updates at any time, and unsubscribe by following the instructions within any electronic communication:

(a) Facility Chat – email newsletter updating members on what’s happening at the Facility, forthcoming social events.

(b) Selected special offers and promotions from the online shop, special promotions which are catered to your preferences and interests;

(c) Alert services – news from My Fitness

5.5 In addition, you may reply to email or text messages from My Fitness requesting that your address be unsubscribed. Any request will take approximately 5 working days to process.

5.6 Online Booking or Purchase Service:

5.6.1 My Fitness will use email and/or text messaging to communicate with you if you use our Online Booking Service or make a payment or purchase online. Please see our Online Booking Service terms and conditions for further details.

5.7 You can update your communications preferences at any time by following the convenient links located within any electronic communication from My Fitness.

6. COOKIES

6.1 When you visit one of our websites or mobile applications, we may send you a cookie. A cookie is a small file that can be placed on your computer's hard disk or mobile device for record keeping purposes and we may use them to do a number of things:

6.1.1 Cookies help us to recognise you when you next visit one of our websites and note the advertisements displayed to you. This allows us to tailor the advertisements we provide to your preferences. We may use the services of third party ad servers for this purpose.

6.1.2 Cookies may be used to compile anonymous statistics related to the take up or use of services, or to patterns of browsing. A third party collects such data on our behalf to measure web site performance. Information collected is aggregated for reporting purposes. No personally identifiable information is collected by this service. The use of this service assists us in measuring and improving the structure and ease of use of our web sites.

6.2 If you do not wish to use cookies, you may de-activate cookies in your web-browser or reject the creation of cookies. You may wish to seek technical assistance from your browser provider if you do not know how to do this.

My Fitness cannot be responsible for any technical faults or failures to your system.

7. ACCESS TO INFORMATION

7.1 You have the right to make a written request for a copy of the personal data that we keep about you (for which we may, at our sole discretion charge a small fee of £10) or to correct the details that we hold about you.

7.2 If you would like to know what personal information we hold about you, or would like us to correct the details we hold about you, you should write to the Club manager at the address of the Club, enclosing proof of your identity (such as a copy of your passport or driving license) and asking to see your personal information or asking us to correct the relevant information. You will have to give us enough information so we can identify the personal information you have asked to see or have corrected. We do not have to respond to your request until you have given us the information we need and you have paid the fee (if we ask you for one). We will contact you within 40 days of you asking to see your records or, where we have asked for further information to identify you, within 40 days of receiving such information.

8. CHANGES TO THIS PRIVACY POLICY

8.1 We reserve the right to update, modify and/or change this Privacy Policy at any time. Any such changes will be posted here. If you continue to use a My Fitness service after we have changed this Privacy Policy, you hereby consent to be bound by any such changes.

9. SECURITY

9.1 In order to comply with our obligations under the Data Protection Act 1998, we will protect your personal data from unauthorised access, misuse, alteration or loss by using commercially reasonable security measures. Any payment transactions will be encrypted using SSL technology.

9.2 Nothing in this policy in any way excludes or limits our liability for negligence causing death or personal injury or for fraudulent misrepresentation.

9.3 The data that we collect from you will not be transferred to or stored at a destination outside the European Economic Area.

9.4 Unfortunately the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of any data transmitted to our site; any transmission will be at your own risk.

9.5 We are not responsible or liable to you for any loss or damage you may suffer or incur in connection with your use of this Site which is caused by any event beyond our reasonable control including the electronic transmission of information, content, material and data over the internet and the interception and decryption of it by others.

9.6 We are not responsible to you for any losses or damage you may suffer caused by any distributed denial-of-service attack, or any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful and which may infect, contaminate or damage your computer equipment or computer programs, or cause damage to software or damage to or loss of data unless caused by our negligence. You should ensure that you use appropriate virus checking software and firewalls.

9.7 Whilst we have taken reasonable steps to ensure the accuracy, currency, correctness and completeness of the information contained on the Site, we do not check, review, monitor, verify or endorse any information, content, material or data collected from or provided by third parties which is displayed on or is otherwise available from this Site or any third party websites or services which you can access from the Site. We are not responsible to you for any loss, damage or injury you may suffer or incur in connection with such information, content, material or data. It is your responsibility to check that such information, content, material or data is accurate, current, correct and complete.

9.8 If your personal data is accessed by an unauthorised third party, we will not be responsible for any direct or indirect damage caused as a result of such unauthorised access.

9.9 Where we have given you a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

9.10 Whilst we take all reasonable steps to ensure that the Site continues to be available there may be times when it is not available. This may be for reasons relating to the maintenance of, or alterations to, the Site or for reasons beyond our control. We are not responsible to you if the Site is unavailable.

10. CONTACTING US

10.1 All questions, comments and requests regarding this privacy policy should be addressed to: The Data Controller: tim@myfitness.gg/ian@myfitness.gg

Or by writing to: Chandeliers, The Oberlands, St Martins, Guernsey, GY4 6SW