**MYbounce.co.uk TERMS AND CONDITIONS & PRIVACY POLICY**

**DEFINITIONS**

GENERAL INTRODUCTION
These terms and conditions govern your use of our website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

Please make sure that you have read these terms and conditions before using our website. However, we may still be liable to you if we have been negligent, we have misrepresented important information or have been in breach of any other relevant law. This means that the contract for the product is between you and us.

**1. PRIVACY POLICY**

GENERAL INTRODUCTION

Bounce Gym understands the importance of keeping the information about you that you entrust to us confidential and secure (“Customer Information”). The information we collect may include your personal information, in other words information capable of identifying you as a particular individual, such as your name, phone number, email address, credit card information (“Personal Information”). We therefore make it our highest priority to ensure that we look after your Customer Information and use it responsibly. By visiting our website or by providing your Customer Information to you accept and consent to the collection, storage and processing of your Customer Information as described in this Privacy Policy.

WHO CONTROLS YOUR CUSTOMER INFORMATION?

Customer Information collected by us is controlled by Brightline Performance Limited (trading as ‘Bounce Gym’) with its registered office at Units 1& 2 Woodman Works ,204 Durnsford Road London, SW19 8DR.

Customer Information collected by us is stored on a central database hosted by EZ Facility our carefully selected third party provider in the UK.

WHAT PERSONAL INFORMATION DO WE COLLECT AND HOW?

Bounce gym collects Customer Information supplied by you and uses it to provide you with a secure service to offer you a truly rewarding online experience. Although in certain instances, we will require you to provide us with your Personal Information, for example, to enable you to set up an account with us (and we will make it clear to you at the time what we need from you), you can visit many pages on our website without the need to supply any Personal Information.

Bounce GYM MAY COLLECT PERSONAL INFORMATION ABOUT YOU:

1. when you register an account
2. when you contact us
3. when you request membership information from us via the membership enquiry form
4. via implicit data capture measures when you visit the website, such as studying which pages you read the most and through the use of cookies.

EXAMPLES OF PERSONAL INFORMATION WE COLLECT IN EACH CASE ARE:

**Registration Information**
You provide us with your password and email address when you register an account on our website. The password used to register should be unique for Bounce gym.

**Purchaser Information**
You provide us with your name, credit/debit card details, including card number, card type, cardholder name, expiry date, billing address when you sign up to a membership contract

Please note although Bounce gym collects credit/debit card details this information is not held by Bounce gym.

**Contacting us**
When you contact us by email you may provide us with your Personal Information for example, name, email address etc.

HOW DO WE USE YOUR CUSTOMER INFORMATION?

Bounce Gym will use your Customer Information for a number of different purposes including:

1. For registering Your Account with Bounce Gym
2. For responding to your queries

REGISTRATION

We will use the information that you provide to us when you register as a member on the website to set up and maintain Your Account. We will send you a confirmation email notifying you that Your Account has been set up.

RESPONDING TO COMMUNICATIONS

We may use your Customer Information to respond to your queries. In order to address your query, you may be contacted by email by a member of one of our customer services teams. We may contact you via email to respond to suggestions you may send to us (for example about our website, products and services) and to assess and announce the results of surveys, competitions and other contests you may have participated in. Some information including customer e-mails received by Bounce Gym may be used by us for testimonials though your Personal Information, such as e-mail address or contact details, will never be displayed publicly by us.

IMPROVING YOUR EXPERIENCE

When you register Your Account via our website, we may use your Customer Information to contact you with details of special offers, promotions and other information and to send you our newsletters where we think these will be of interest.  You can change your preferences and unsubscribe for such communications at any time by visiting Your Account section of the website or by using the unsubscribe link at the bottom of emails you receive from us.

INTERNAL ADMINISTRATION AND FRAUD PREVENTION

We may also use your Customer Information for internal administration, analysis and quality assurance purposes, including fraud prevention.

WHO DO WE SHARE YOUR INFORMATION WITH AND WHY?

Bounce gym will only share your Customer Information with its carefully selected third party partners and providers as necessary for business administration, marketing and operational, analytical or other purposes as set out below. Except with your expressly given consent, we will only share your Customer Information as described in this Privacy Policy.

COMPLIANCE WITH LAWS AND REGULATIONS

We may disclose your Personal Information to third parties, such as official bodies and our professional advisers, as far as we believe necessary (i) to comply with relevant laws, orders or regulations, (ii) to enforce our customer terms and conditions of use or other contractual agreements and (iii) to protect the property and other rights of Bounce gym,its customers and others (for example, in any way relating to protection against fraudulent activities.

HOW DO WE KEEP YOUR CUSTOMER INFORMATION SECURE?

In the UK we operate and are registered in accordance with applicable UK data protection legislation.

We use leading technological and security measures (electronic, physical and procedural) to ensure the safety and confidentiality of your Customer Information through collection, storage and disclosure. Such measures include maintaining a secure encryption based transmission system, intrusion detection and prevention software and virus protection software in respect of Customer Information.

Bounce gym understands that it is important that you have control over your Customer Information.

You can view and change My Account settings and information, including your contact email address by visiting the ‘My Details’ section in My Account on the website. In particular, if you do not want to receive special offers and promotional communications from Bounce gym you can set your preferences to opt out via My Account or by using the unsubscribe link at the bottom of emails you receive from us.

CHANGES TO THIS PRIVACY POLICY

Bounce gym may amend this Privacy Policy from time to time and will notify you of any material changes by displaying the revised Privacy Policy on our website.

**2. SITE ACCESS**

You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you have registered.

**3. USE OF WEBSITE**

You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.

Subject to paragraph 2, no part of this Website may be reproduced without our prior written permission.

Customer are allowed to create one account only on Bounce Gym. We reserve the right to close all the accounts of any user that is suspected of creating multiple account to take advantage of promotions or referral offers.

**4. SITE UPTIME**

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.

This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

**5. VISITOR CONDUCT**

WEBSITE VISITOR CONDUCT

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

When using this website you shall not post or send to or from this Website any material:

1. for which you have not obtained all necessary consents;
2. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
3. which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 5.

VENUE VISITOR CONDUCT

We reserve the right to permanently suspend any user on the grounds of behaviour deemed as threatening or abusive in any way. Our Partners reserve the right to refuse entry to any guest who do not comply with their Terms and Conditions.

**6. LINKS TO AND FROM OTHER WEBSITES**

Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:

1. you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
2. you do not misrepresent your relationship with us or present any false information about us;
3. you do not link from a website that is not owned by you; and
4. your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

If you choose to link to our website in breach of Paragraph 5.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

**7. DISCLAIMER**

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

**8. EXCLUSION OF LIABILITY**

When you exchange a pass for entrance to any of our Partner’s premises within the Bounce gym, its officers, agents and/or consultants have no liability whatsoever in contract, tort, or otherwise for your acts, omissions or opinions and is in no way responsible for the behaviour or within any of the Partner’s premises. This means that Bounce gym is in no way liable or responsible for your health and safety at any time.

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

**9.TERMS AND CONDITIONS oF MEMBERSHIP**

DEFINITIONS

In these Membership Terms and Conditions the following definitions apply: ‘the Gym’ / ‘we’ means the Bounce Members gym; ‘the Company’, means Brightline Performance Ltd. ‘‘Linked member’ – is anyone who is linked to your membership.

CONTRACT

The person who signs the membership application is individually responsible under this agreement and is the Lead member. We will only accept changes of membership instructions from the Lead member. Linked members cannot make changes to the membership.

MINIMUM AGE

Gym Membership is limited to persons who are at least 15 years old.

Kids Class Membership is limited to kids aged 8-14years.

GYM FACILITIES

Before you start using the gym we will ask you to have a supervised gym induction session with one of our qualified fitness coaches. If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice. If you have used gyms before and would not like this induction please make it clear at the bottom of the form. You then take responsibility for any injuries you incur.

LIABILITY

Members bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items other than the liability which arises from our negligence or our failure to take reasonable care. We do not accept liability for any injury or death of any member that may happen on the premises other than the liability which arises from our negligence or our failure to take reasonable care.

PAYMENT OF FEES

The lead member is responsible for payments of all membership fees for themselves, plus any linked members. Memberships are either charged on a rolling monthly/annual basis, to be paid monthly/annually in advance by Direct Debit or Credit Card

COOLING OFF PERIOD

You have a ‘Cooling Off' period of 7 days starting on the date a contract is formed. If you wish to cancel your membership in this period, you must notify the gym in writing. We will cancel your contract and refund to you your initial payment.

HEALTH AND SAFETY

No food or drink except water should be brought into the gym. No pets, unless registered working assistance dogs. To protect the safety of all members please observe all health and safety notices. Fire exits are clearly marked- in case of fire make you way to the fire assembly point in the car park. If you suffer an accident /injury please report to the duty gym instructor. No smoking is allowed in any parts of the gym.

SUSPENSION OF MEMBERSHIP

We expect all members to wear appropriate clothing and footwear in the gym and to behave appropriately. Members will be asked to leave or membership suspended if these rules are broken. Please do not use the gym if you have an infectious illness or condition. We will not tolerate our staff or other members to be verbally abused, intimidated or threatened. If we find this to be occurring, we may report it to the police and ban you immediately and permanently from the gym.

We will also suspend your membership if your payment fails to be made on the due date and the arrears are not paid within 30 days or if you allow someone to use your membership who has not signed up.

TERMINATION OF MEMBERSHIP

**Fixed 12-month Contract**
This is a fixed 12- month contract and termination is not possible unless
a) you are injured b) you suffer financial difficulties or lose your job
or c) you move from the area.
Please email memberships@mybounce.co.uk with documentary evidence and we will review your case.

**Rolling monthly contract**

You may terminate/freeze your membership for any reason by giving notice **30 days** before the next payment date. Please download the Cancellation/Freeze form from our website, print it out and email it to memberships@mybounce.co.uk. We will email you confirming receipt of your notice and the date of termination

MEMBERSHIP FEE INCREASE

We reserve the right, to increase the fees to be charged each year on January 1st, upon reasonable notice each year.

COMPLAINTS

If you have a complaint you should tell a member of staff. If you are not satisfied, we would ask you to put any complaints in writing to the email address info@mybounce.co.uk.

CHANGE OF DETAILS

Please keep us informed of any change of address, email address, contact numbers, bank account details for payment and any other information relevant to your membership.

CLAIMS

From time to time we may have to close the gym for refurbishment or because it has been damaged. Under such circumstances no reduction in membership fees will apply but we will give notice.

VEHICLES

Vehicles and their contents, parked in any car park or elsewhere on the site are left at the owners risk and we will accept no liability for loss or damage.

DATA PROTECTION

We keep to the Data Protection Act 1998. We will deal with all information we hold about you in line with our privacy policy. If you want to know what information we hold about you, or if you want to correct any information we hold, please let us know.

PHOTOGRAGHS AND VIDEOS

From time to time we may take photos or videos for the promotion of the business of the Company. By signing the membership form you give your consent to you and your linked members appearing in these.

You may withdraw your consent at any time by writing to the Company.

I hereby confirm acceptance of these terms and conditions

Signature: ……………….....................................................Date: ....................

(Signature of Parent /Guardian if under 18)

Name: .......................................................................................

Induction Required (YES /NO) …………………

**10. CONTACTING Bounce Gym**

You can contact the Bounce gym team at info@mybounce.co.uk and we will make every effort to reply to your query within 24 hours of receiving you e- mail. We really appreciate any feedback so please do not hesitate to contact us.

Alternatively you can write to us at:

Brightline Performance Limited T/As Bounce (Company Number 8270593)
Unit 1 & 2 Woodman Works
204 Durnsford Road
London
United Kingdom
SW19 8DR

We welcome any feedback, comments or complaints.

**11. GOVERNING JURISDICTION**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.