

WEBSITE TERMS OF USE

<https://www.acornsgym.com> is a website operated by Acorn Health & Leisure Limited ('Company' or 'We'). We are registered in England and Wales under company number 09088455 and have our registered office at 300 Vauxhall Bridge Road, London, SW1V 1AA, but our gym and facilities are located at Acorns Gym, Copthorne Rd, Copthorne, Crawley RH10 3SQ.

By using our website (the 'Website'), you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.

We recommend that you print a copy of these terms for future reference.

1. USE OF THE WEBSITE

1.1 You are permitted to view the content on our Website and print and download extracts from the Website for your own personal use as follows:

- (a) no website pages or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trademark notices and this permission notice appear in all copies.

1.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of these terms of use, any use of extracts from the Website other than in accordance with clause 1.1 for any purpose is prohibited. If you breach any of the terms in these terms of use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

1.3 Subject to clause 1.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

1.4 Any rights not expressly granted in these terms are reserved.

2. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

2.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

2.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

2.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@acornsgym.com.

3. LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

4. DISCLAIMER

4.1 While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

4.2 The material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms of use, might have effect in relation to the Website.

5. LIABILITY

5.1 The Company and the officers, directors, employees, shareholders or agents of the Company, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

5.2 Nothing in these terms of use shall exclude or limit the Company’s liability for:

(a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or

(b) fraud; or

(c) misrepresentation as to a fundamental matter; or

(d) any liability which cannot be excluded or limited under applicable law.

5.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

5.4 If any provisions of these terms and exclusions of liability shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

6. GOVERNING LAW AND JURISDICTION

These terms of use shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the English courts.