

ACTION BLACK UK MEMBERSHIP AGREEMENT

PART 3 : GENERAL TERMS AND CONDITIONS

1. INTELLECTUAL PROPERTY

1.1 All content, logos, designs, texts and other graphic or digital elements presented on ACTION BLACK's website and on the Premises are the property of ACTION BLACK or its third-party licensors. The Member may not reproduce, distribute or use any of the foregoing without the prior written authorisation of ACTION BLACK.

2. MINORS

2.1 Members aged 16 or 17 must have written parental or legal guardian consent to enter into this Agreement. The parent or legal guardian must sign this Agreement and provide appropriate identification and proof of the minor's date of birth. The parent or legal guardian shall be jointly and severally liable for all fees and obligations under this Agreement.

2.2 Entry to the Premises is not permitted to minors under the age of 16.

3. DATA PROTECTION AND PRIVACY

3.1 ACTION BLACK processes the Member's personal data in accordance with ACTION BLACK's Privacy Policy. [ADD LINK TO POLICY]

4. QUERIES, COMPLAINTS AND DISPUTES

4.1 The Member may submit queries, compliments, or requests through the channels established by ACTION BLACK from time to time.

4.2 If the Member has a complaint, the Member should first raise it with the ACTION BLACK branch manager.

4.3 If the complaint is not resolved to the Member's satisfaction, or any other dispute arises in connection with this Agreement, either party may refer the dispute to mediation. The parties agree to enter into mediation in good faith to settle the dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR.

5. ANTI-MONEY LAUNDERING DECLARATION

5.1 By entering into this Agreement, the Member declares that the funds used to pay membership fees are derived from legitimate sources and do not constitute the proceeds of any criminal activity as defined under the Proceeds of Crime Act 2002 or any other applicable legislation. ACTION BLACK may take appropriate action, including termination of this Agreement, if any inconsistency in the Member's declaration is identified.

6. HEALTH AND SAFETY

6.1 The Member agrees to comply fully with all health and safety policies implemented by ACTION BLACK from time to time. Non-compliance may result in removal from the Premises and possible termination of this Agreement.

6.2 ACTION BLACK may apply a maximum occupancy limit at the Premises, in its discretion. The temporary unavailability of entry due to capacity limits does not entitle the Member to a refund or other compensation.

7. DAMAGE TO EQUIPMENT

7.1 The Member shall be liable for any damage caused by the Member to equipment, facilities, ACTION BLACK staff, other members or third parties on the Premises.

7.2 In the event of causing damage, the Member's access to the Premises may be restricted until the relevant repairs or compensation have been made. Should access be restricted in these circumstances, the Member shall not be entitled to any refund or other compensation.

8. LIABILITY

8.1 Nothing in this Agreement limits any liability which cannot legally be limited. Subject to this, ACTION BLACK shall not be liable for:

- (a) any injury, loss or damage arising from misuse of the equipment, incorrect technique or failure to comply with guidelines or instructions from ACTION BLACK staff;
- (b) any injury, illness, discomfort, hearing impairment or adverse effects arising from exposure to such Sensory Effects;
- (c) any injury, illness or adverse effects arising from overexertion, failure to follow instructions or exceeding personal physical limits;
- (d) any injury, loss or damage arising from slips or falls in wet or slippery areas;
- (e) any losses suffered by the Member caused by termination of this Agreement in accordance with its terms;
- (f) any loss or inconvenience caused by internet outages or technical difficulties experienced by the Member in connection with ACTION BLACK's website, mobile application, or booking system;
- (g) the loss or theft of any items stored in lockers or left in any other part of the Premises, even if they have been secured with a padlock or other security device; or
- (h) the loss or theft of any items left in any vehicle belonging to the Member.

9. SUSPENSION OF SERVICES

9.1 ACTION BLACK may sometimes be required to close or restrict access to the Premises temporarily, or interrupt services due to renovation or maintenance work, refurbishment, damage, repairs, cleaning, health or hygiene measures or for other operational reasons. ACTION BLACK will do what it reasonably can to minimize interruption to the services. Where possible, ACTION BLACK will try to notify the Member in advance of any such closure. The Member shall not be entitled to any refund or other compensation as a result of such closure or restricted access.

10. FORCE MAJEURE

10.1 ACTION BLACK shall not be liable for any failure or delay in performing its obligations under this Agreement for so long as and to the extent that such failure or delay results from events, circumstances or causes beyond its reasonable control, including but not limited to pandemic, national emergency, government-mandated closure, natural disasters, acts of public authorities, civil disturbance, or major infrastructure failure. ACTION BLACK will do what it reasonably can to reduce the delay. No refund or other compensation will be payable to the Member for any such delay. If the delay is likely to be substantial, ACTION BLACK will notify the

Member and will endeavour, in good faith, to offer alternatives such as membership freeze or deferred payments.

11. ASSIGNMENT

11.1 ACTION BLACK may assign, novate or transfer any of its rights and obligations this Agreement to a company within the same corporate group, or to a third party operating facilities of a similar nature, without the Member's prior consent, provided that it gives the Member prior written notice.

11.2 The Member may not assign, novate or transfer any of the Member's rights or obligations under this Agreement save as expressly permitted herein.

12. WAIVER AND SEVERANCE

12.1 A waiver of any right or remedy by ACTION BLACK is only effective if given in writing.

12.2 If any provision of this Agreement is or becomes invalid, unlawful, or unenforceable, that provision shall be deemed deleted, but the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall negotiate in good faith to agree a replacement provision that achieves, as closely as possible, the intended commercial result of the original provision.

13. NOTICES

13.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and sent by email to the Member to the email address set out in the Membership Registration Form and to ACTION BLACK at hello@actionblack.uk. The Member is responsible for keeping their contact details up to date. Notices sent by email shall be deemed to have been received at the time of transmission.

13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. THIRD PARTY RIGHTS

14.1 Except where it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior representations, communications, and agreements, whether oral or written. No variation of this Agreement shall be effective unless agreed in writing and signed by both Parties.

15.2 The Member acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Member agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and any dispute or claim (including non-contractual disputes) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.