

# Terms & Conditions — The Gym Brand

**Effective date:** September 17, 2025

**Company:** The Gym Brand (“we”, “us”, “our”)

## 1. Introduction

These Terms & Conditions (“Terms”) govern access to and use of thegymbrand.com and the services we offer (branding, marketing, ad campaigns, creative, consulting). By using our website, submitting a form, or hiring our services you accept these Terms and our Privacy Policy

## 2. Services

We provide branding, marketing, advertising, and consulting services as described in proposals, quotes, or on our website. All services are provided subject to these Terms and any written agreement between us.

## 3. Proposals, scope, and acceptance

Any proposal or quote is valid for the period stated. A signed acceptance, purchase order, or payment (as specified) confirms acceptance and creates a binding agreement on the scope and fees described.

## 4. Fees & payment

Fees are as quoted. Payment terms are described in the invoice (commonly: 50% deposit, 25% on an agreed-upon milestone and 25% on completion). Late payments may incur interest and suspension of services. All fees are exclusive of taxes unless stated.

## 5. Cancellations & rescheduling

Discovery calls booked via our site may be rescheduled up to 24 hours before; you may reschedule the meeting one time, after that, you need to book a new meeting.

## 6. Client responsibilities

You agree to provide timely access to information, materials and approvals we reasonably request. You warrant you have the rights to the materials you provide.

## **7. Intellectual property**

Unless otherwise agreed in writing:

- We retain all rights to templates, processes, and pre-existing IP.
- On full payment, we grant you a non-exclusive license to use final deliverables for the agreed purpose. If you require assignment of copyright, this must be agreed and may require additional fees.

## **8. Confidentiality**

Each party will keep the other's confidential information secure and not disclose it except as required by law or with consent.

## **9. Warranties & disclaimers**

We will perform services with reasonable skill and care. We do not warrant specific business outcomes (for example, guaranteed number of members) unless explicitly stated in writing.

## **10. Limitation of liability**

To the maximum extent permitted by law, our liability is limited to direct damages up to the amount paid by you for the relevant services in the preceding 12 months. We are not liable for indirect, special or consequential loss.

## **11. Indemnification**

You agree to indemnify and hold us harmless from claims arising from your materials or breach of these Terms.

## **12. Termination**

Either party may terminate for material breach if the breach is not remedied within 30 days of notice. On termination, outstanding fees and expenses become payable.

## **13. Governing law & jurisdiction**

These Terms are governed by the law of **[England & Wales / United Arab Emirates]**. Disputes will be resolved in the courts of the chosen jurisdiction

## **14. Changes to Terms**

We may update these Terms; changes will be posted here with the updated effective date.

## **15. Contact**

For questions: **hello@thegymbrand.com**