



## Membership Terms & Conditions

### 1. Your times of use

Ultimate and Joint Ultimate Membership  
Monday – Friday 7am – 9pm  
Saturday and Sunday 8am – 8pm

Essentials Membership  
Monday – Friday 9am – 4pm  
Saturday and Sunday 3pm – 8pm

2. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
3. This agreement will become binding on you and us when we confirm that your membership application has been accepted, at which point a contract will come into existence between you and us.
4. You will be entitled to all the rights and privileges set for the type of membership you have chosen.
5. You cannot transfer this agreement to anyone else.
6. Use of the facilities

6.1. This is dependent on you maintaining payments of your monthly payment via our card payment provider Stripe. If any monthly payment is not received on the due date for payment, then your membership will (except in exceptional circumstances and at our sole discretion) be automatically suspended until all due payments have been brought up to date.

6.2. A charge of 50% of your membership fee is applied if you ask to freeze your membership. Your membership can be frozen for a maximum of 3 months after which your membership will automatically be un-frozen and will revert to your monthly rate. Please be aware this must be actioned at least 3 working days prior to your payment date.

6.3. You will be provided with your personal non-transferable membership key fob that you are requested to scan to gain entry into the fitness suite. If your key fob is used by anyone else with your knowledge or consent then we reserve the right in our sole discretion to suspend and/or cancel your membership.

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In the interests of safety and security of all our members. The use of the membership key fobs is monitored by CCTV and by our management software system.

The key fob remains our property at all times (unless agreed otherwise and evidenced in writing) and loss of a membership key fob will incur a £20.00 replacement fee.

- 6.4. On joining, all members are offered an induction to instruct you on the use of the equipment. We strongly recommend that this is undertaken. If you are subsequently unsure how to use any equipment, please ask a member of the team.
- 6.5. You must inform us if you have sustained a personal injury elsewhere or have developed a medical condition that may have consequences for training.
- 6.6. Suitable gym clothing and clean trainers must be worn at all times. Denim is not permitted.
- 6.7. For safety reasons bags are not permitted on the gym floor.
- 6.8. Equipment must be treated with respect. Can you ensure that you put your weights back in their original place when finished, failure to do so may result in your membership being terminated.
- 6.9. Please do not misuse the weights by dropping them on the floor, failure to do so may result in your membership being terminated.
- 6.10. Machines and equipment must be wiped down after use with the spray and the disposable blue towel provided, left clean and dry and replaced in the correct area.
- 6.11. You may not use the gym or attend a class whilst under the influence of alcohol, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely. Management reserves the right to remove you from the premises if it reasonable believes you are unfit to use the facilities.
- 6.12. You must not behave in an aggressive, abusive, anti-social or threatening manner to any staff or member, any one doing so will have their membership terminated immediately and the Management reserves the right to contact the Police if deemed necessary.

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- 6.13. Only our Personal Trainers are permitted to train members in Our Gym.
  - 6.14. We will not be liable or responsible for outstanding monies paid to a Personal Trainer.
  - 6.15. Please do not take photographs/videos on the premises or post remarks to the internet that may identify another member.
  - 6.16. Smoking, including e- cigarettes are strictly prohibited in all areas of the gym, spa and outdoor area. Any member found to be breach of this rule may have their membership terminated.
  - 6.17. Any property stored in the lockers is stored at your own risk. We regret that we cannot accept liability for any loss or damage that may occur to items stored in lockers.
  - 6.18. Bookings for classes are only accepted from members whose membership fees are up to date.
  - 6.19. If you have an injury or illness that may affect your ability to participate, or if you are a beginner, please consult the instructor before the class starts.
  - 6.20. Entrance to the class may be refused should you arrive after the warm up has been completed.
  - 6.21. Classes and instructors may be subject to change.
  - 6.22. We reserve the right to restrict a member's ability to pre-book classes if the member persistently fails to attend booked classes.
7. Membership fees
- 7.1. The first month's membership fees are collected from you by us either by Debit card at the time of purchase or by card payment (collected via Stripe) on the 1<sup>st</sup> working day of the month
  - 7.2. Your second payment for monthly membership fees will be collected one month after you joined, unless you joined prior to the fitness suite opening in which case it will be collected one month after the fitness suite opened. Subsequent payments for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
  - 7.3. If any payment is returned unpaid or if any other form of payment is not honored for whatever reason, you shall pay us on demand an administration

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fee of £20.00. If despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due.

7.4. You agree to advise us immediately of any change to the Members Details provided.

7.5. From time to time we may need to increase the price of membership. We will give you at least 1 full month's notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

7.6. You may terminate your membership by giving us 4 weeks advanced notice. Your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

## 8. Money Back Guarantee

8.1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14-day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day of joining.

## 9. Cancellation

9.1. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

9.2. Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

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- 9.3.Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
- 9.4.Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof given.
- 9.5.Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect, and we have fallen well below that standard.
- 9.6.You agree to comply with the Rules of Membership which are displayed prominently in the fitness suite and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
- 9.7.If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
- 9.8.We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK Law will apply.
- 9.9. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
- 9.10. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Rules of Membership (i.e. stealing or other criminal activities within the facility). In this event you will not be liable to pay any further membership payments, provided such breach is not deemed by us primarily in order to qualify you for a refund.

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