



MEMBERSHIP TERMS AND CONDITIONS

YOU MUST ENSURE YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU ENTER INTO THE MEMBERSHIP AGREEMENT.

1. Definitions

a) In these terms and conditions, the following definitions apply:

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| “Application Form” | your application to be a member of the Club, which includes the paper form and standing order instruction completed by you; |
| “Club” | the facility of which you are a member or are applying to be a member; |
| “Club Rules” | the rules and regulations governing the use of the Club’s facilities in the form annexed to these terms and conditions and as may be amended by us from time to time; |
| “Membership Agreement” | the agreement between you and us comprising the Application Form, these terms and conditions, the PARQ, the Club Rules, any notices provided to you in accordance with these terms and conditions and, if applicable, the under-18 declaration; and |
| “PARQ” | the physical activity readiness questionnaire that you are required to complete as part of your application for membership of the Club. |

- b) a reference in these terms and conditions to **“us”**, **“our”** or **“we”** is a reference to the business, whose details are provided on the Application Form, which owns and/or operates the Club.
- c) a reference to **“you”** or **“your”** is a reference to the person or persons named on the Application Form.
- d) a reference to the word **“include(s)”** means include(s) without limitation.

2. The Membership Agreement and membership fees

- a) The Membership Agreement is between you and us. Your signature of the Application Form confirms that you understand and accept these terms and conditions. For the avoidance of doubt your digital signature includes clicking “I agree” in the declaration section of the online application process.
- b) Your membership of the Club will be: (i) [12 month term](#), membership, which requires payment of the entire membership fee [for 12 months](#) in advance; or (ii) a monthly membership, for a minimum term of 6 or 12 months as indicated on the Application Form; or (iii) a flexible monthly membership with no minimum term.
- c) The Membership Agreement will become binding on both you and us when we confirm your Application Form has been accepted. We shall have absolute discretion as to whether to accept an application for membership of the Club.



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- d) You agree to pay all membership fees in accordance with the Membership Agreement. You shall pay all membership fees in advance on either: (i) the due date specified on the Application Form; or (ii) the relevant renewal date (the “Due Date”).
- e) If you have elected to pay by standing order then the payments for your membership fees are normally processed within the first few days of the relevant Due Date.
- f) If your standing order payment is rejected: (i) you will be charged an administration fee of £10; and (ii) we reserve the right to indefinitely suspend your membership with effect from the relevant Due Date.
- g) Without affecting any obligation you have to pay us any overdue sums, if you wish to reinstate your membership following suspension, you must first pay any outstanding sums owed to us.
- h) If any payments are not made within 14 days of the Due Date, without prejudice to our other rights, we reserve the right to terminate your membership with immediate effect.
- i) We reserve the right to amend these terms and conditions and Club membership fees from time to time, provided we give you at least 30 days’ prior notice of any amendment.

3. Suspension

- a) You may suspend your membership for at least one month up to a maximum of three months on one occasion in each calendar year (1st January – 31st December) by requesting suspension in advance of the period for which you wish to suspend your membership. We will not suspend membership retrospectively.
- b) We may permit you, at our absolute discretion, to suspend your membership more frequently or for a longer period in exceptional circumstances. For example, without limitation, if there are medical grounds meaning that you cannot train and you can show us evidence from a medical professional confirming this.
- c) In the case of members who pay by standing order, suspension will run from the first day of the month and in the case of members who pay on a fixed term basis, suspension will run from the date requested.
- d) If you have a joint membership and you suspend your membership, the other member must continue to pay their proportion of the membership fees during the period of suspension.
- e) If you wish to suspend your membership, you must notify the Club by letter or email (the contact details can be found on the Club’s website).
- f) We reserve the right to suspend your membership to the Club for the purposes of investigating any alleged breach of these terms and conditions or the Club Rules. Access to the Club’s facilities will be denied until the investigation has been completed. You will not be charged for the period of any suspension and any prepaid amount will be credited to your account in respect of that period.

4. Expiry and cancellation

- a) The Membership Agreement will continue until: (i) in the case of a fixed term membership, if not renewed, the end of the 12 month term specified on the Application Form; or (ii) in the case of a monthly membership (with or without a minimum term), until such time as either we or you terminate the Membership Agreement.
- b) Your Membership Agreement may provide for a minimum term of twelve months, in which case, without prejudice to your legal rights as a consumer, you cannot cancel the



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- Membership Agreement during that minimum term unless: (i) you are acting on medical advice, in which case you must provide a doctor's certificate evidencing that advice; or (ii) if the Club's operating hours decrease significantly, in which case, provided you have complied with the terms of the Membership Agreement, you may cancel without penalty.
- c) If you cancel the Membership Agreement as permitted by these terms and conditions and where you have paid annual membership fee in advance, any sums by which you are in credit with us will be refunded to you.
 - d) Where there is no minimum term, or if the minimum term has expired, in order to cancel the Membership Agreement, you must provide us with two calendar months' notice in writing by letter or email to the relevant contact details available on the Club's website from time to time.
 - e) If one of the parties to a joint membership elects to cancel the Membership Agreement and the other party to the joint membership wishes to continue to be a member of the Club, they will be required to transfer to an appropriate membership type and will be required to pay the relevant membership fee.
 - f) If you cancel the Membership Agreement whilst your membership is suspended (whether suspended by us or by you in accordance with these terms and conditions), you will be liable to pay your membership fee for every month forming the remainder of the minimum term of your membership.
 - g) If you cancel the Membership Agreement other than strictly in accordance with its terms (including where you fail to provide us with the necessary notice period required under the Membership Agreement) we reserve the right to take legal action to recover any loss or damage suffered by us as a result of your failure to comply with the terms of the Membership Agreement.
 - h) You will be liable to pay our costs and expenses including any solicitors' or other professionals' costs and expenses (incurred both during and after the term of the Membership Agreement) arising out of or in connection with our having taken legal action against you to enforce the terms of the Membership Agreement.

5. Membership

- a) If you have any medical concerns, it is your responsibility to consult a medical professional before using any of our facilities and before you enter into the Membership Agreement.
- b) You must complete the PARQ and immediately inform us of any changes to the information contained within the PARQ should any changes occur at any time during the term of the Membership Agreement. You warrant that, for the duration of the Membership Agreement, the information contained within the PARQ is true and accurate (unless otherwise notified to us in accordance with this term).
- c) If any of your answers to the questions contained within the PARQ elicit a response from you that we believe should be referred to your GP, we may inform you at any time prior to or during the term of the Membership Agreement.
- d) You must comply with the Club Rules at all times during the term of the Membership Agreement. You confirm that you will read the Club Rules before you use any of the Club's facilities and read and abide by any notices and instructions given to you by the Club, either verbally or in writing within the Club or sent to you by email or post.
- e) We reserve the right to terminate your membership with immediate effect and without penalty to us should a medical professional advise us that the use of the Club is



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- unsuitable for you, if we have reason to believe that use of the Club is unsuitable for you or you have or develop a condition for which no adjustments can be made by the Club to enable you to use its facilities.
- f) When you join the Club, you will receive a membership card, which you must present to gain entry to the Club each time you use the facilities. If you forget your membership card you must provide proof of ID. If you lose your membership card then there will be a replacement fee of £2.
 - g) Your membership to the Club is personal to you and you must not loan your card to anyone else. Any breach of this term is a material breach of this agreement.
 - h) You may not assign, transfer or otherwise dispose of your rights under the Membership Agreement, except as where agreed by us in writing at our absolute discretion.
 - i) We may terminate the Membership Agreement with immediate effect and without notice or penalty to us in the event that you: (i) commit a serious breach of the Club Rules; (ii) persistently breach the Club Rules; or (iii) conduct yourself in a manner that we reasonably deem to be unacceptable.
 - j) In the event of termination of the Membership Agreement in accordance with paragraph 5 above, you will be liable to pay reasonable compensation to the Club in respect of any sums which at the time of termination are owed to the Club in accordance with the Membership Agreement. Where the membership fee has been paid in advance under this agreement, we may retain a proportion of the money so paid, to cover any reasonable costs or losses incurred

6. Contacting us

- a) If you have any questions or a complaint then please email us at the email address provided on our website.
- b) Any complaints will be handled by the Club Manager who will attempt to resolve them to your satisfaction.
- c) If any clause in these membership terms and conditions requires you to give us notice, you must send this by registered post or email to the postal address or email address provided on our website. Any acknowledgment or response from us may be given by post or email to the addresses provided to us by you.