



DIRECT DEBIT MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

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

FEES AND CHARGES

1. The Joining Fee (if one is payable) and first month's membership fees are collected from you by us by Credit or debit card payment at the point membership application date and are not refundable under any circumstances with the exception of the Money Back Guarantee detailed below. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement and entitle the member to a gym induction session.
2. If you are looking to upgrade your membership there may be an admin fee charged at the point at which you upgrade.
3. Your first Direct Debit for monthly membership fees only will be collected one month after you joined. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
4. If any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20. 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.
5. You agree to advise us immediately of any change to the Members Details provided.
6. A £5.99 monthly charge is applied if you freeze your membership. Your membership can be on freeze for a maximum of 3 months after which your

membership will automatically be un-frozen and will revert back to your monthly rate. Freeze only applies to monthly memberships.

PRICES

1. From time to time we may need to increase the price of membership. We will give you at least 1 full months' 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.

TERMINATION

1. You may terminate your membership at any point after the minimum three months mandatory membership term. We require one month's written notice, after which no further payments will be debited from your account. Please call for any further information.
2. **In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.**

MONEY BACK GUARANTEE

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. As an example of how this works, if your membership fee is £15 per month and you cancel your membership after 10 days of it commencing (having asked us to start it immediately) we shall refund you £10, keeping £5, which represents the membership you had used up to the point of cancellation.

CARD ABUSE POLICY

1. **Your card number can only be used by you:** Your card number is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your card number secure and confidential at all times.
2. **Use of card numbers is monitored:** In the interests of the safety and security of all our members use of card numbers is monitored and individuals using card numbers may be asked to provide proof of identification.
3. **What we will do if we think your card number has been misused:** Should we believe that your card number has been used by another individual or individuals we may (at our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your card number has

been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in paragraph 4 below.

4. **Our Right to make additional charges and/or cancel your membership:** If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your card number was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply an additional charge to your membership fees (and increase your direct debit payment(s) accordingly) equal to the daily membership charge (that applied at the time of use) for each occasion on which your card number was used by that individual/those individuals; and/or (b) in the event of serious misuse of your card number, for example, your card number has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.
5. **Your responsibility for another's conduct:** If we have reasonable grounds for believing that you knowingly provided your card number to another individual or individuals, in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.