

## **Membership Terms**

### **1. What are these terms?**

- 1.1 These are the terms and conditions on which you may become a member of Summit Leisure Clubs Ltd (t/a The Fitness Experts) (the "Club"). You should read these terms carefully before making your membership application.
- 1.2 Each member has a separate agreement with us, and the membership agreement does not constitute an agreement between members.
- 1.3 As a member you also agree to comply with the membership guidelines and rules that are displayed at the Club. These guidelines and rules cover opening times, use of the facilities and your conduct at the Club. We may make reasonable changes to the guidelines and rules from time to time.
- 1.4 Please note that any sessions you book with a freelance trainer do not form part of your membership agreement and are not provided by us. All such sessions will be provided under a separate agreement between you and the trainer or class leader.

### **2. Who we are and how to contact us**

- 2.1 We are Summit Leisure Clubs Ltd a company registered in England and Wales. Our company registration number is 7598734 and our registered office is at 447 Kenton Road, Harrow, Middx, HA30XY Our registered VAT number is 159885836
- 2.2 You can contact us:
  - 2.2.1 by email at [admin@thefitnessexperts.co.uk](mailto:admin@thefitnessexperts.co.uk) or
  - 2.2.2 by post The Fitness Experts, ITT Site, Jays Close, Basingstoke, RG224BA
- 2.3 If we need to contact you we will use the telephone number, email address or postal address you gave during the application process. It is important that you promptly notify us of changes to your contact details.

### **3. Your membership**

- 3.1 You may apply to become a member by completing an application form at the Club or through our website sign up process. We may refuse to accept an application on lawful and reasonable grounds, in which case no payment will be due in respect of the application.
- 3.2 Your membership begins, and these terms become binding on you and us, once we have accepted your application and you have paid any applicable joining fee and initial subscription payment. You will then be a member and entitled to all the privileges of your type of membership of the Club. These membership privileges do not extend to membership of any other gym or club operated by us, unless otherwise agreed in writing.
- 3.3 We may sometimes make changes to the opening hours or facilities available in the Club. If we do this we will, where reasonably possible, display notices describing the change at least 2 weeks beforehand.
- 3.4 As part of your membership you may sign up for an online Club account by following all of the instructions on our website. Additional terms and conditions may apply to your online Club account. You must not share your online Club account password or other access information. You are responsible for taking reasonable steps to protect your online Club account against unauthorised access and misuse and generally maintaining good internet security with regard to your online Club account.

#### **4. Your health**

- 4.1 It is your responsibility to ensure that you are capable of safely undertaking any exercise, class or programme in which you participate at the Club.
- 4.2 You are advised to consult your doctor before starting any exercise programme or class and during any ongoing exercise programme or class if you have concerns at any time.
- 4.3 Club staff are not medically trained, and while staff may assist you in your choice of programmes and classes, it is your decision whether to take a class or programme.
- 4.4 We may provide information and materials identifying particular risk factors that may make it inappropriate to participate in a particular exercise, programme or class. If we are aware such risk factors apply to you then we may refuse to allow you to participate in a particular exercise, programme or class. This is not intended to be an alternative to, and you remain responsible for, taking individual advice from your doctor prior to undertaking any exercise, programme or class.
- 4.5 You may request further information from Club staff about the activities to be undertaken in any exercise programme or class before starting it, so that you can make an informed decision, in conjunction with your doctor, as to whether the exercise, programme or class is suitable for you.

#### **5. Membership Fees**

- 5.1 Your membership fees will depend on your type of membership. Membership fees comprise an initial joining fee (where applicable) and one of the following types of payments:
  - 5.1.1 a monthly subscription payment,
  - 5.1.2 an annual subscription payment, or
  - 5.1.3 a one off payment for a fixed term temporary membership.
- 5.2 You will be provided with details of the applicable joining fees and subscription fees during the membership application process. All ongoing subscription fees must be paid irrespective of whether you use the Club's facilities. All subscription fees are non-cancellable and non-refundable except as set out in these terms.
- 5.3 We will take reasonable steps to contact you to discuss alternative forms of payment if your payment is returned unpaid by your bank or building society. We may require payment of our reasonable charges for (a) sending arrears letters, reminders or other documents, (b) locating you if you move address without notifying us, or (c) cheques, standing orders or direct debits which are dishonoured, stopped or not paid by you. Our usual costs for the above are for (a) £22.00, for (b) £25.00, and for (c) £30.00 and otherwise as notified to you.
- 5.4 **We may change monthly or annual subscription fees from time to time.** We shall give you at least 10 working days' written notice of any increase in the subscription fee. If you do not wish to accept an increase in subscription fees, then you may cancel your membership before the fee increase takes effect. The cancellation will take effect at the end of your currently monthly or annual subscription term (as applicable to your membership type). If you give notice to cancel your membership following a fee increase then you will continue to pay subscription fees at the rate current prior to the fee increase until the cancellation takes effect.

## **6. Duration of your membership**

- 6.1 If you have a temporary membership it will continue for the fixed period agreed during your application.
- 6.2 If you have a monthly or annual membership then a minimum contract period will be agreed and stated on your membership application. ***You may not cancel your membership during the minimum contract period except as set out in section 8 of these terms.***
- 6.3 After the minimum contract period your membership will continue and renew automatically for further (i) monthly periods if you have a monthly membership or (ii) annual periods if you have an annual membership.
- 6.4 After the minimum contract period you may cancel your membership by giving at least 30 days' notice before the end of the current monthly or annual term applicable to your membership by writing to the Club's membership administrator at [www.thefitnessexperts.co.uk/cancel](http://www.thefitnessexperts.co.uk/cancel)

## **7. Your right to suspending your membership**

- 7.1 You may suspend your membership for a minimum of one but not more than 10 months (we can only suspend your membership from the first day of a calendar month). There is a suspension fee of 50% of your current membership fee, per month.
- 7.2 We cannot suspend your membership retrospectively. In other words, you cannot ask us to suspend your membership for a period which has passed when you did not visit and use the facilities for any reason.

## **8. Your rights to cancel or terminate your membership**

- 8.1 You have a right to change your mind during the first 14 days of your membership. To exercise this right you must contact us in writing and ask to cancel your membership within 14 days of our accepting your membership application form. On exercising this right, we will refund any prepaid joining fees and subscription or one-off fees, less an amount for any membership you have already used.
- 8.2 You may also cancel your membership on 30 days written notice during the minimum contract period if:
  - 8.2.1 you are made redundant;
  - 8.2.2 you are unable to use the Club's facilities owing to illness for a period longer than 30 days; or
  - 8.2.3 you move house more than 20 miles away from the Club.In each case you must give us reasonable evidence to demonstrate that this has happened (for example, a letter from your employer confirming your redundancy, a doctor's note or a utility bill from your new house showing your name and new address).
- 8.3 You may also terminate your membership if we:
  - 8.3.1 significantly reduce the facilities or opening hours of the Club;
  - 8.3.2 change the location of the Club;
  - 8.3.3 close the Club for refurbishment for a period of more than 4 weeks at a time.

If you terminate your membership under this paragraph 8.3 then we will refund any part of your membership fee which you have paid in advance and which relates to a period after termination.

## **9. Our rights to terminate your membership**

9.1 We may terminate your membership if:

9.1.1 you commit a serious or repeated breach of these terms or the Club rules or guidelines and the breach, if capable of remedy, is not remedied within 7 days of your receipt of a default notice;

9.1.2 any part of your membership fee remains unpaid 30 days after its due date for payment; or

9.1.3 you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

9.2 ***If we terminate your membership for any serious reason during your minimum contract period, you must pay us an early termination charge calculated by taking the total amount of fees you would have paid during the remainder of the minimum contract period, multiplied by 97% for each complete month of the minimum contract period left to run.***

## **10. Our responsibility for loss or damage suffered by you**

10.1 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under these terms or to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to:

10.1.1 your own fault;

10.1.2 a third party unconnected with our provision of services under the terms; or

10.1.3 events which we could not have foreseen or forestalled even if we had taken all reasonable care.

10.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to loss or damage that is foreseeable in the sense that it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

10.3 Nothing in these terms is intended to exclude or restrict our liability for personal injury or death caused by our negligence, or negligence for which we are responsible, or which is otherwise incapable of exclusion or limitation by law.

## **11. Membership Cards**

11.1 Membership cards remain our property and we may retain your membership card if your membership agreement is cancelled or terminated. You shall surrender your membership card to us immediately on request.

11.2 If you lose your card you may apply for a replacement, for which a charge will be made.

11.3 The membership card must be presented and swiped as requested on each visit to the Club.

11.4 Each membership card should only be used by the person to whom it is issued. We will treat the sharing of membership cards as a serious breach of these terms.

## **12. Guests**

12.1 We may at our discretion allow you to bring guests to the Club subject to any further limitations contained in the Club rules and guidelines.

12.2 You are responsible for the actions and conduct of your guests at all times and must ensure that your guests comply with all applicable terms and Club rules and guidelines.

## **13. How we may use your personal information**

13.1 We will use the personal information you provide to us:

13.1.1 to administer your membership and provide services associated with your membership;

13.1.2 to process your payments and pursue outstanding payments; and

13.1.3 if you agreed to this, to give you information about other activities, programmes and classes that we provide, but you may stop receiving this at any time by contacting us.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## **14. Other important terms**

14.1 We may transfer our rights and obligations under these terms to another organisation provided this does not negatively affect your rights.

14.2 You may transfer your membership of the Club to another person provided the proposed new member (1) completes an application form (including a direct debit mandate and credit card details); (2) is acceptable to us on lawful and reasonable grounds; (3) pays an administration fee and a fee for an induction programme. You must not in any event advertise that your membership is available for transfer.

14.3 The membership agreement is between you and us and no other person shall have any rights to enforce any of its terms.

14.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

14.5 If a provision of these terms is found to be unenforceable, such provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law. Each of the provisions in these terms operates separately and if a court finds part of this contract illegal, the rest will continue in force.

14.6 These terms are governed by English law and you can bring legal proceedings in respect of the terms in the English courts.