



Active Fitness Club Weymouth – Terms & Conditions

1. Definitions:

1.1 The Club: Active Fitness Club Weymouth.

1.2 The Club Rules: The rules and regulations of the club, as amended from time to time. A copy of the Club rules will be supplied to you on joining and further copies will be made available on request.

2. **Membership:** 2.1 Persons wishing to become members of the club shall complete the Membership Application Form either online or at The Club. The Club reserves the right to reject any application for membership without giving any reason for so doing. By signing the Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules. 2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club

3. **Membership Categories:** 3.1 The Club offers different categories of membership. Your choice of category on joining will determine the fees you pay and any restrictions that may apply to your use of Club facilities. You may change to any other available membership category by giving one month's notice to the Club. 3.2 The Club reserves the right to alter the operating, off peak access hours of the club, provided that The Club shall always attempt to give at least 30 days notice to all members of any permanent change in these hours.

4. **Duration** 4.1 When you join the Club you are agreeing to remain a member for a Commitment Period (subject to extension if placed on freeze). If you choose to pay your membership fees monthly your Club membership will continue automatically after the Commitment Period end date. If you choose to join the Club by paying your Commitment period membership fee in advance your Club Membership will terminate automatically on expiry of the Commitment Period.

5. **Fees:** The Club will set the level of fees and reserves the right to change the level of fees from time to time. The following fees prevail: 5.1 Membership fee ; The level of membership fees shall be determined according to the type and category of membership. 5.2 Joining fee ; A joining fee is payable as specified in your application form. Your joining fee goes to start up costs. 5.3 Guest user fee ; A fee will be set by The Club from time to time in respect of guests of members who wish to visit the club and use the facilities. 5.4 Other Fees ; Where applicable all other fees and prices for the sale of goods at the club, locker rental, solarium, bar/restaurant and any other services will be set by The Club from time to time. 5.5 Membership Fees, Joining Fees, Activation Charge and Guest User Fees are not refundable by The Club under any circumstances. 5.6 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee for failed direct debit payments and/or letters sent to you in respect of unpaid amounts. 5.7 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full. 5.8 Any unpaid and overdue membership fees referred to a Debt collection agency will be subject to a surcharge to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be the responsibility of the member and will be legally recoverable from the member 5.9 All club membership fees and other fees are reviewed periodically. For any changes to the monthly fee we will give you at least 1 month's notice. 5.10 We may appoint a payment processing agent to receive and collect your monthly or annual direct debit installments and in respect of payments made by direct/credit card. There will be no extra cost to you for these processing services supplied by such agent. 5.11 We may charge a reasonable fee of up to 250 for any of the following: replacing lost membership cards, removing or adding Associate members, changing membership category and transferring membership.

6. **Active Referral Scheme:** The Club may operate a referral scheme whereby you will receive a financial benefit for introducing new members to The Club. 6.1 If the member you introduce joins on a Direct Debit membership, you will receive the benefit monthly (in arrears and after the first Direct Debit payment has been made by the referred member)

against your account or your monthly Direct Debit fee, with the following conditions: a) You will only receive this benefit if your membership, and that of the referred member, are both current. b) You will only receive this benefit if the referred member is not on freeze. c) The amount you benefit is fixed at the time of the referred member joining the club. This will only change if the member you refer changes their type of membership, in which case the benefit you receive may be increased or reduced accordingly. d) The Club may set a limit as to the number of members you are able to refer. 6.2 If the member you refer joins on an annual membership, you will receive the benefit due against your account or your monthly Direct Debit fee as one lump sum upon the referred member joining The Club.

- 7. Suspension of Membership:** A Member may, if he/she is unable to make use of the club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months. 30 days written notice must be given to The Club and The Club shall have the right to request a doctor's certificate. A reduced monthly fee will be charged by The Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.
- 8. Termination:** 8.1 Termination by the Club We may terminate this agreement in the following circumstances: (a) if you commit a serious or repeated breach of this agreement or the club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; (b) If any part of your membership fee remains unpaid 30 days after its due date for payment, or (c) If 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. If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred. 8.2 Termination by you You may terminate this agreement in the following circumstances: (a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period. (b) You may terminate your membership by giving the club at least 1 full calendar months notice, so that your membership will terminate at the end of the following calendar month after notice was given. (c) Cancelling your direct debit instruction for the payment of fees is not sufficient. (d) You may terminate this agreement on 1 calendar month's notice if you are unable to use the club through serious illness or injury likely to preclude you from using the club for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury – e.g. doctor's certificate). (e) You may also terminate this agreement if: a. We permanently reduce the facilities or opening hours of the club b. We change the location of the club; or c. We close the club for refurbishment for a period of more than 30 days at a time (f) In the event that this agreement was made during a specific pre-sales period and you became a founder member. you are allowed to terminate this agreement as specified in 8.2 paragraph (b) within 28 days of the official club opening date. We will use our reasonable endeavours to give you at least 45 days notice of the change (either in writing or by prominently displaying a sign in the club) and, if you wish to terminate your membership due to reasons stated above, you can give us 30 days notice in writing to terminate
- 9. Club Rules:** The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the club. Permanent changes to the Club Rules will only be made after at least 30 days notice to members, except in the case of emergency.
- 10. Opening Hours:** 11.1 The club's opening hours, as amended from time to time, are displayed at reception. 11.2 Members must ensure they cease use of the club facilities at least 30 minutes before the club closes to allow adequate time for showering and dressing. 11.3 The Club reserves the right to adjust the availability of certain facilities or close the club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.
- 11. Restriction of Liability:** 12.1 The Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by The Club. 12.2 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 a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. 12.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to: (a) Your own fault (b) A third party unconnected with our provision of services under this agreement; or (c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care

- 12. Health & Safety:** Members must read all Health and Safety notices displayed in the club and comply with their recommendations.
- 13. Sale of Club:** In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.
- 14. Notices:** Notices from you to the Club must be in writing and addressed to the general manager at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club).
- 15. Club Enhancement Fee:** Each year on 1st October Active Fitness Club Weymouth will charge a club enhancement fee, this will be in the October Direct Debit only. This club enhancement fee will be invested into the maintenance and development of the facilities. This is a one off annual payment and the following month your direct debit will revert to your normal monthly amount. We will consult with and inform our members with regards to the use of this fund each year. A schedule of your monthly payments will be sent to all new members by email following joining. You may also access your monthly statement in advance each month via your online "Member Zone" account. The club enhancement fee represents our commitment to our members to ensure investment into ongoing club improvement