



Membership Terms & Conditions



MEMBERSHIP TERMS & CONDITIONS

1. ABOUT THE AGREEMENT

1.1 References to 'you', 'your' and 'yours' are references to the individual completing the membership application form. References to 'we', 'us' and 'our' are references to the You Fit Health Club referred to on this application form, operated by Kew Green Group Ltd registered in England under no. 9027363, whose registered office is 1 Towers Place, Richmond, Surrey, TW9 1EG.

The "Agreement" means the membership agreement entered into between you and us, which incorporates the membership application form, the Health Commitment Statement ("HCS"), these Terms and Conditions and the Club Rules.

The "Club" means the individual health and fitness club of which you are a member. The "Club Rules" mean the operational rules procedures and guidelines applicable to the Club. All clubs operated by us have their own club rules.

The "Subscription Fee" means the Club membership fee for the Membership Term, payable either in full in advance or monthly in advance by direct debit. Direct Debit Members will be required to pay a "Direct Debit Administration Fee" upon joining, the amount of which will be confirmed by the Club.

A "Direct Debit Member" is a Club member who pays the Subscription Fee on or immediately after the 1st of the month in advance by monthly direct debit.

A "Prepaid Member" is a Club member who pays the Subscription Fee in full in advance for the whole Membership Term.

The "Facilities" means the Gym and the Swimming Pool. The "Gym" means a designated area with equipment such as bars, weights and cardio equipment for physical exercise. The "Swimming Pool" means a pool used for swimming, varying in size depending on the club. For the avoidance of doubt the Swimming Pool does not include a spa pool.

2. MEMBERSHIP TERM

2.1 The "Membership Term" is the period of months specified on the membership application form, during which the Agreement cannot be terminated by the member. For monthly Direct Debit Agreements this is a minimum of 3 or 12 full monthly payments. Discounted, Referral Credit, Credit or Pro-Rata part months do not count towards the Membership Term.

2.2 If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with the Agreement, we will write to you giving advance notice of the expiry of the Membership Term and offering you the opportunity to renew your membership.

2.3 If you are a Direct Debit Member, unless cancellation notice is given in accordance with Clause 5, your membership will continue beyond the initial Membership Term and we will continue monthly collections each month thereafter until you cancel your membership in accordance with Clause 5.3.

3. FEES

3.1 Payment of the Subscription Fee entitles you to the use of the Club facilities during Club opening hours. Other charges which are in addition to the Subscription Fee vary by club. All published fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct or indirect taxes or levies imposed on us in connection with the provision by us to you of our services under the Agreement.

3.2 We have the right to review and increase the Subscription Fee at any time: (A) If you are a Prepaid Member the review of the Subscription Fee will not affect you during the Membership Term; (B) If you are a Direct Debit Member we will give you 30 days' notice by Email of the review of the Subscription Fee and the revised monthly payments. If the review results in an increase in the VAT exclusive price then you may terminate the

Agreement with effect from the date of the proposed increase by notifying the Club by Email at least 14 days before the date of the increase.

3.3 If monthly Direct Debit Subscription Fees are unpaid on the scheduled collection date we may apply to your bank to collect your outstanding monthly Direct Debit Subscription Fees again within 14 days.

3.4 If monthly Direct Debit Subscription Fees remain unpaid for 14 days or more after the scheduled collection date, we will class your account as being in arrears. If you fail to bring your account out of arrears, the outstanding Direct Debit Subscription Fees, together with a £20 administration charge will be added to your next scheduled Direct Debit payment.

3.5 If within 28 days from the date of the Direct Debit collection you fail to bring your account out of arrears and/or to reinstate your monthly Direct Debit Subscription Fees where applicable, we may pass the full Membership Term balance to a third party company for collection. An additional administration fee of £20 will be added to your account balance during the transfer to the third party company.

4. YOUR OBLIGATIONS

4.1 You agree (A) To pay the Subscription Fee and other applicable charges as outlined in this Agreement; (B) To comply with Club Rules; (C) To observe and conform to all health and safety rules and guidance regarding usage of the Club; (D) To use the Club equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the Club and its facilities.

5. CANCELLING YOUR MEMBERSHIP

5.1 We operate a 14-day 'Cooling Off' period. If within 14 days of purchase you wish to terminate the Agreement you must notify the Central Membership Administration Team via Email to **membership@youfitclubs.co.uk** within the 14 day period, in which case we will agree to terminate the Agreement and refund you the paid Subscription Fee, less a proportionate amount for the days you have been a member (as at the date of receipt of the notice and up to a maximum of 14 days) and an early cancellation administrative charge of £20. It is your responsibility to ensure that the Central Membership Administration Team have received your notice of cancellation, by means of Email reply.

5.2 After the Cooling Off period you cannot cancel your membership during your Membership Term. If you terminate the Agreement prior to the end of the Membership Term, if you are a Prepaid Member we will not make a refund of the Subscription Fee or any part of it, or if you are a Direct Debit Member, you will remain liable to us for the full Membership Term Subscription Fee.

5.3 You can cancel the Agreement after the minimum Membership Term by giving the Central Membership Administration Team notice via Email to **membership@youfitclubs.co.uk** (not to take effect prior to expiry of the Membership Term). When cancellation notice is received by us, your membership will end on the last day of the following month. This means we will take one further full calendar month direct debit payment before cancelling your membership. It is your responsibility to ensure that the Central Membership Administration Team have received your notice of cancellation, by means of Email reply.

5.4 Once your final Direct Debit payment has been collected **it is your responsibility to instruct your bank to stop the direct debit payments. We cannot be held liable for any payments processed due to your failure to cancel your direct debit instruction.**

5.5 You will be issued with a membership card, which remains our property. On termination of the Agreement for any reason, you must return it to the Club.

5.6 You may cancel your membership during your minimum Membership Term, by giving the Central Membership Administration Team notice by Email to **membership@youfitclubs.co.uk**, if in a calendar year: (A) We significantly reduce the Facilities, which means closure of the Gym and/or Swimming Pool for more than 30 days; (B) We reduce the opening hours of the club to less than 12 hours a day, for a period of more than 30 days; (C) We change the location of the Club; or (D) We vary the terms of the Terms and Conditions in accordance with Clause 12, and you can demonstrate to our reasonable satisfaction that the changes are

materially prejudicial to you. Your right to terminate does not apply if the variation has been imposed on us by legislation, government or local authority regulation or regulation of any other competent body. We will use our reasonable endeavours to give you at least 30 days' notice of any change (either by Email or by displaying a sign at the Club).

5.7 If you cancel your Membership pursuant to 5.6 and are a Prepaid Member, we will refund a proportionate amount of the Subscription Fee you have paid in advance of the termination date. If you are a Direct Debit member your cancellation will be processed after your final calendar month payment is made in accordance with Clause 5.3.

6. CHANGE OF CIRCUMSTANCES

6.1 If you are unable to use the Club due to redundancy, relocation or being diagnosed with a medical condition or injury that prevents your use of the Club (your "Change of Circumstances"), and you can provide reasonable evidence (as detailed in Clause 6.2) of your Change of Circumstances, you may terminate the Agreement **within** the Membership Term in accordance with our standard cancellation notice period (Clause 5.3)

6.2 The following will be considered as reasonable evidence of your Change of Circumstance:

(A) **Redundancy:** P45 or proof of redundancy from your employer; (B) **Relocation:** Council tax bill, utility bill or bank statement showing your new permanent address (which must be greater than 10 miles from the Club location). Living greater than 10 miles from the Club does not constitute a reason to terminate membership in its own right, and the Clause is only applicable for permanent relocation; (C) **Medical:** A letter from a doctor or other suitably qualified medical practitioner for a medical condition or injury which prohibits exercise for 3 months or longer.

6.3 If you terminate your Membership because of your Change of Circumstances and are a Prepaid Member, we will refund a proportionate amount of the Subscription Fee you have paid in advance of the termination date. If you are a Direct Debit Member, no further monthly payments will be due after your final calendar month payment is made.

7. TERMINATION OF MEMBERSHIP BY US

We may terminate your Membership;

7.1 On 30 days written notice if any unpaid fees or charges remain unpaid for 14 days or more;

7.2 Immediately at our absolute discretion if you are in serious breach of the Agreement (which includes the Club Rules), committed repeated minor breaches, or your conduct is such that in our opinion it may be injurious to the character, name or interests of the Club or is such that in our opinion it makes you unfit to associate with other members. In the event of any disagreement in the interpretation of the Club Rules or your conduct, our decision is final.

7.3 If we terminate your membership for any of these reasons you shall not be entitled to any repayment of the Subscription Fee. If you are a Direct Debit Member, you will remain liable, in accordance with the existing terms, for the full amount of the Subscription Fee to the end of the initial Membership Term.

7.4 We may terminate your Membership if we decide to close the club permanently by giving you 30 days' notice by Email or by displaying notices in the Club. If you are a Prepaid Member we will refund a proportionate amount of the Subscription Fee you have paid in advance of the termination date. If you are a Direct Debit Member, no further monthly payments will be due after your final calendar month payment is made.

8. MEMBERSHIP SUSPENSION / FREEZE

8.1 Provided that all fees have been paid and are up-to-date, you have the right to temporarily suspend or 'freeze' your membership on one occasion during a membership year. The period of suspension may be for a minimum of 2 months up to a maximum of 4 months, with the exception of pregnant members who may freeze their membership up to a maximum of 6 months. You will need to give no less than 30 days advance

notice by Email membership@youfitclubs.co.uk. The period of suspension must be for full calendar month payments. A period of freeze will not be granted in retrospect.

8.2 Suspended months do not count towards your initial Membership Term. If you suspend your membership within your initial Membership Term, your Membership Term will be extended by the period of suspension, which will recommence once the suspension period has completed.

8.3 In all cases a reduced fee of £5 per member for each suspended month will be payable to cover our additional administrative costs. If you are a Prepaid member your suspension fee is payable up-front. If you are a Direct Debit member, your monthly direct debit will change to £5 per member for each suspended month, and will revert to the appropriate monthly Subscription Fee at the end of the period of suspension.

9. GROUP MEMBERSHIP

Group membership rates may be available for companies/firms, clubs or other commercial businesses with 6 or more members. If at any time and for any reason the number of members under the group membership falls below 6, you will have 30 days to remedy, failing which the membership will be reclassified as individual membership. In that case members will be charged a supplement to align to the fees for individual members, for their remaining contract period.

10. YOUTH & JUNIOR MEMBERSHIPS

10.1 16 and 17 year olds can be members in their own right. Their membership can be set up by a parent or guardian who by signing the membership form on behalf of the member accepts responsibility for the membership Agreement. The standard Adult Subscription Fees are applicable to 16 and 17 year olds. If a 16 or 17 year old member wishes to pay by Direct Debit payment must be set up and made by a parent or guardian on their behalf. The parent or guardian does not need to be a member themselves but accepts responsibility for the Membership Agreement.

10.2 Junior membership rates may be available for children under 16, which can be set up by a parent or guardian, who is an adult member, on their behalf. Children are permitted to use the Club only when accompanied by an adult member who shall at all times be responsible for the child's conduct. Children under 16 may not use the Gym at any time. Guidelines are displayed at the Club and need to be read by the adult member responsible for the children under 16.

11. LIABILITY

We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our negligence or default.

12. VARIATION OF TERMS

We reserve the right to vary these Terms and Conditions, including the Club Rules at any time, to reflect changes in connection with the management and operation of our Clubs. Unless changes are due for health and safety reasons or essential to safeguard our interests, those of our members or hotel guests, we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying updated Terms in the Club and on the Club website. On variation of the Terms and Conditions, you may terminate this Agreement pursuant to Clause 5.6.

13. PERSONAL INFORMATION

13.1 We use the personal information you provide to us in deciding whether to accept your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests.

13.2 We also collect use and process your personal information to monitor and analyse our business, and for marketing and communication purposes in connection with our products and services, subject to your consent. Communication with you may be by Email or text message. In this connection personal information may also be disclosed to agents or third parties engaged by us in marketing and communication activities.

13.3 You have the right to ask for a copy of the information we hold on you and to have any inaccuracies corrected to us, by writing to, or Emailing the Club.

14. GENERAL

14.1 We may transfer any of our rights and liabilities under the Agreement. We will notify you of any such transfer by displaying a sign in the Club.

14.2 You must inform the Club by Email of any change in the personal details you have provided to us. If you fail to notify the Club of a change of postal or Email address, any communications we send will be deemed to have been received by you 5 days after posting or Emailing by us.

14.3 The Agreement is governed by English law.