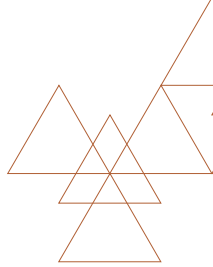




# Terms and Conditions



## 1. Responsibilities of the lead members and linked members.

- Every person who signs the membership application will be jointly and individually responsible under this agreement.
- This means that:
  - If one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
  - The responsibility in 1b for the fees and charges of any linked member continues until:
    - The linked member's link with the lead member changes in any of the ways set out in section 7 'Changing your membership'; or
    - The linked member ends their membership by following the procedure in Section 10 'Ending your membership'.
  - The rules in 1a to 1c also apply to anyone who makes an application online, if applicable.
  - All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
  - You and all linked members must keep to the rules and regulations for using facilities set out in the House Rules.

## 2. Notice.

- We calculate your membership in whole calendar months for Corporate Memberships. This means that the following applies:
  - Anywhere in these terms and conditions where we ask you to give notice of 1 calendar month or more, if you give notice during a month, we will treat it as if we received it on the 1<sup>st</sup> day of the following month and the notice period will run from that day. For example, if you need to give us 1 month's notice to end your membership and we receive your notice on May 23, your notice will start from June 1, it will run out on June 30, your membership will end on June 30 and you will pay 1 more subscription (on June 1) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the 4<sup>th</sup> day of a month, we will treat it as if we received it on the 1<sup>st</sup> day of that month and the notice period will run from that day.
  - All Studio/Corporate/Atelier Memberships have a 3 month notice period.
  - Anywhere in these terms and conditions where you can give notice to end your membership from the end of the month, when you give notice we will end your membership at the end of the month during which we receive your notice as long as you have met all other requirements associated with it.
  - If you want to give notice, it must be in writing (addressed to the Membership Secretary at your club). We will accept notice by email (the email address is on our club website). If you need to give us evidence of certain things, you can provide them as attachments to an email.
  - Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it.
  - We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let your club know so they can check whether we have received it.
  - From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
  - If we need to give notice to you it will be effective if we send it to the address or email address we have in the records we hold about you.

## 3. Membership plan details.

- Your membership will begin on the day when you make your membership application.
- Your membership will run for the initial period, which is at least 6 full calendar months and will continue then indefinitely until you give us at least 3 full calendar months' notice in writing in line with Section 2 'Notice'.
- The 'initial period' is the full 12-calendar month period from the 1<sup>st</sup> of the month after the date you made your membership application, together with the part of a month as mentioned in 4d 'Starting your membership'.
- This means that for Studio/Atelier Membership your minimum commitment is to pay for the first 6 full calendar months of your membership with us (together with the part of a month as mentioned in 4d 'Starting your membership').
- If you want to end your membership from the end of the initial period, you can give us one calendar month's notice (see Section 2 'Notice') as long as we receive your notice any time up to and including the 1<sup>st</sup> day 3 months prior to the end of your initial period. If you give us notice but we do not receive it by the 1<sup>st</sup> day of the final calendar month, your membership will not end at the end of your initial period. Instead, we will treat your notice as if we received it on the 1<sup>st</sup> day of the following month and your membership will not end until 3 months after that date. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this.
- If you want to end your membership at the end of the initial period you can give us 1 calendar month's notice at any time up to the 1<sup>st</sup> day of the 3<sup>rd</sup> month of your membership. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this.
- There is more information on ending your membership in Section 10.
- You can switch to Studio/Atelier or Studio at any time as long as that membership is available at your club.
- Before we can switch you to Studio/Atelier Membership you and any linked members who have signed your membership application will need to sign a new membership application.

## 4. Starting your membership.

- You will need to pay a membership fee when you join. You can get details of these charges from your club.
- You will have to pay a joining fee when you apply for membership.
- If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee.
- You will need to pay an amount to cover your membership fee from the day that you join until the 1<sup>st</sup> of the following month for all Studio/Atelier Memberships.
- When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your club.

## 5. Membership fees.

- For Individual membership your membership fee is due every year and covers the year to come. You must pay for your membership by making 1 payment each year.
- For Studio/Atelier Membership your membership fees are due on the 1<sup>st</sup> of each month and cover that month. You must pay for your membership by making monthly payments by 4<sup>th</sup> of the month, failure results in denied access.
- Where you pay monthly we will ask for your monthly payment around the 1<sup>st</sup> working day of each month.

## 6. Membership cards.

- As soon as possible after you make your membership application, we will send or give you and any linked members a membership card that you (or they) must use each time you (or they) enter a club. We may refuse to allow you (or them) to enter a club if you (or they) do not have your (or their) membership card.
- If your card needs replacing we will replace it free of charge.
- Your Individual membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into our clubs.
- If another person uses your membership card, we have the right to end your membership. Please read Section 11 'Cancelling your membership'.

## 7. Changing your membership categories and linked members.

- We realise that your needs can change over time, so you can apply to change your membership category by contacting your club. You can only change your membership category after the end of your initial period.
- You may need to provide proof that you qualify for the new membership category you are applying for.
- When you change categories, your membership fees will change to the current fees advertised for that category for new members of your club. You will have to pay any difference in the joining fee and membership fees between your new category and your old category. We will not refund any joining fees you have already paid.
- If you want to link another member to your membership, we will need their signature to make the change.
- If you are linked to another member, either you or the other member can ask to remove that link. If the linked member also wants to end their membership, they will need to give the period of notice that applies to their membership type and the initial period will still apply as explained in Section 3 'Membership plan details'.
- If we remove someone from a linked membership, the member who is left will become an individual member. If we remove the link between two members, each member will become an individual member.
- If we add someone to your membership as a linked member they will be charged a prorated fee that ties into the primary members initial term.

## 8. Guests.

- You and any other linked member can introduce guests to your club. You or the linked member introducing the guest must:
  - Sign in any guests at reception;
  - Stay with the guests at all times; and
  - Make sure the guests are aware of, and keep to, our rules and regulations set out in 'House Rules'.
- You and any other linked member may sign in up to 5 guests up to 6pm and 8 guests after 6pm.
- You can sign in the same guest up to 6 times a year, but no more than twice in any month.

## 9. Suspending your membership.

- At any time (other than after you have given us notice to end your membership) you can suspend your membership for a period of 2 months or more.
- If you want to suspend your membership you will need to fill in a membership suspension form.
- If your membership has linked members:
  - You can suspend the entire membership for yourself and all linked adult members, but you and all linked members will have to sign the membership suspension form;
  - Individual linked members can suspend their membership, but you and they will have to sign the membership suspension form;
  - The suspension will take effect from the 1<sup>st</sup> day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it. You must make sure that your club has received the signed membership suspension form. As the suspension will not take effect until we have received the form, we strongly advise that you get proof that we have received it.
  - We will confirm, in writing, that we have received this form and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.
  - Throughout the time any membership is suspended, we will add the term time to the end of the initial period.
  - You can suspend your membership if you are suffering from a medical condition which means you are unable to use your club's facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy). You must give us suitable evidence.
  - The suspension will take effect from the 1<sup>st</sup> day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it and your suitable evidence. Throughout the time your membership is suspended due to a medical condition there will be no monthly charge and you will not be able to enter any club.
  - If you suspend your membership and the suspension starts during your initial period, we will extend the initial period by the total period that your membership was suspended. If you give us notice to end your membership or the membership of a linked member while it is suspended, the notice will end at the same time as the notice period starts.
  - Suspending your membership is not the same as ending your membership.

## 10. Ending your membership.

- If your membership has no linked members, only you can give notice to end it.
- If your membership has linked members, the following rules apply for ending membership.
  - If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
  - If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
- The notice periods and the restrictions on giving notice in the initial period are set out in Section 3 'Membership plan details'.
- You must continue to pay your membership fees until your membership ends.
- Your membership will end at the end of your notice period.
- You must not enter any club once your membership has ended. Linked members must not enter any club once their membership has ended.

## 11. Cancelling your membership.

- We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from your club and all other A clubs and to cancel your entire membership.
- We may also cancel your entire membership in the following circumstances:
  - If you or a linked member breaks or repeatedly breaks this membership agreement or the club rules and you do not or cannot put it right within seven days of us writing to you about it.
  - If, with your knowledge or permission, another person uses your membership card to get into any club.
  - If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any club.
  - If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at any A club.
  - If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.
  - If we receive any complaint about your behaviour or that of a linked member at any A club or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of your club, we have the right to suspend your entire membership. You can get details of our appeal procedures from our head office or from any A club. If we are not able to sort out the issue following your appeal, or if you do not appeal in line with our appeal procedures we have the right to cancel your entire membership.
  - If we cancel your membership for any of the reasons in clauses 11a to 11c, we have the right to keep a proportion or all of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership to any A club and you will not be allowed to enter any A club as a guest or for any other reason.

## 12. If you do not pay your membership fee when it is due.

- If you do not pay your membership fee when it is due, we will write to you to let you know.
- We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.
- If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee. We will also charge an administration fee for each missed payment.
- If you do not pay for your membership, we may prevent you and any linked members from entering any club. This does not mean we will end your membership.

## 13. Making changes to your club or its facilities, services and activities.

- We have the right to increase, reduce or withdraw certain facilities, services or activities in any of our clubs either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).
- If we decide to make any other change to the facilities, services and activities available at your club, we will give you notice by displaying the notice on your club's noticeboard if this is reasonably possible.
- If we have to close facilities or clubs for reasons outside our control, we will try our best to provide other facilities or consider whether we should pay you any compensation.
- We will display details of the opening and closing times for your club at reception. Opening times may vary during bank holidays. We will let you know about these temporary changes on your club's noticeboard. We will give you at least 1 month's notice if we reduce the opening hours of your club.

## 14. Liability.

- We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of your club or any other A club, other than the liability which arises from our negligence or our failure to take reasonable care.
- We do not accept liability for the injury or death of any member, or guest that may happen on the premises or within the grounds of your club or any other A club, other than the liability which arises from our negligence or our failure to take reasonable care.
- Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.