

HIGHDOWN SPORTS & LEISURE LTD

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.

Fees and Charges

1. The Joining Fee (if one is payable) and first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase, or by Direct Debit approximately 15 days from your membership application date. These fees 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, bookable online.
2. Your second 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.
3. 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.
4. You agree to advise us immediately of any change to the Members Details provided.
5. A £5.00 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 unfrozen and will revert back to your monthly rate. Freeze only applies to monthly memberships and will start from your payment date.

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 by cancelling your direct debit with your bank, allowing 3 to 4 working days for the bank to action this. Please call a member of the team for options available to you or 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. If you have purchased a Fixed Term or Student membership you will be entitled to 50% of the pro-rotated amount minus the joining fee as refund for any unused membership.**

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.

Member band abuse policy

1. **Your Member Band (Access Device) can only be used by you:** Your Access Device 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 Band secure at all times. Band remains our property at all times (unless agreed otherwise and evidenced in writing).
2. **Use of Member Bands is monitored:** In the interests of the safety and security of all our members, use of Bands and access is monitored and individuals using Bands may be asked to provide proof of identification.
3. **What we will do if we think your Membership Band/Access Device has been misused:** Should we believe that your membership band / Access Device has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your Access Device 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.

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 membership band 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 a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the daily membership charge (that applied at the time of use) for each occasion on which your Membership band was used by that individual/those individuals; and/or (b) in the event of serious misuse of your Membership band, for example, your Membership band 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.

Your responsibility for another's conduct

If we have reasonable grounds for believing that you knowingly provided your Membership band / Access Device to another individual or individuals, or allowed unauthorised entry following your entry to the gym (Known as tailgating) 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.

Access Device

The device, key-fob, or any other relevant security hardware device with built-in authentication equipment, issued or otherwise provided to you by us to enable you to securely access the relevant gym in accordance with the terms of your membership. Only one device can be registered to an account at any time, if you lose or misplace the device you need to contact member services to remove the device immediately.

General Terms & Conditions

1. Members must be 18 or older.
2. You agree to comply with the Protocols of Membership which are displayed prominently in the Fitness Suite and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
4. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
5. There may be occasions where we have to close all, or part of, the gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
7. We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with the PT and not with Pure Gym Limited.
8. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
9. This agreement is governed by English Law.
10. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
11. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental

to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your circumstances change.

YOUR PERSONAL INFORMATION

1. We will use the personal information you provide to us to:
2. (a) provide your membership services;
(b) process your membership payment; and
(c) inform you about relevant products or services from Highdown Sport and Leisure Ltd,
3. We will not give your personal data to any third party and you will only receive communications directly from Highdown Sport and Leisure Ltd

Highdown Sports & Leisure Ltd
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