

# STUDIO SOCIETY MEMBERSHIP AGREEMENT

This membership agreement is between you the member and Studio WH Limited, a company registered in England and Wales (10125293) trading as STUDIO SOCIETY.

By following the joining procedure via our website [studio-society.com](http://studio-society.com) to become a member you are agreeing to accept the terms and conditions of this membership agreement.

## SECTION 1 - MEMBERSHIP AGREEMENT

1. This Membership Agreement commences once you have completed the appropriate payment information, completed all of your personal details and accepted the terms during the online joining process. By accepting the terms you are agreeing to pay any applicable Joining Fee and Monthly Membership Amount, which are shown at the start of the joining process and again before confirming your payment instruction.
2. The Joining Fee (If applicable) and membership fee for the first month will be payable directly upon joining via Card payment. Subsequent payments will be made via the same card.
3. Upon joining Studio Society you will be required to use our finger scanning system on your first visit in order to set up your bio metric access. Please allow adequate time of at least 10 x minutes to do this prior to your class starting.
4. When choosing your membership subscription please be aware that you can up-grade at anytime but you are un-able to downgrade membership with out terminating your initial agreement and re-joining.
5. All introductory pricing (Pre-opening)) is guaranteed for a minimum of one year and all members notified of any price increase with 1 x months notice. 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.
6. Members who join at an introductory price (Pre-Opening) will be eligible for price protection. For price protected members the initial joining price is taken into consideration when setting any future pricing.
7. You are only entitled to use our Studios as detailed in this membership agreement provided you continue to pay the appropriate monthly Membership Fee.
8. Studio Society will endeavour to collect all Membership Fees due on the same calendar day every month during your membership period. If the Membership Fee is not collected in the ordinary course of business Studio Society reserves the right to cancel your membership
9. You have the right to cancel this Agreement within 14 days from the acceptance of this agreement or, in the case of a pre-sale period 14 days from the official opening day of the club. (See further details in Pre-Sale Period Membership section.)
10. Your Membership can be cancelled by emailing [cancel@studio-society.com](mailto:cancel@studio-society.com)
11. £12.50 introductory offer. Joining on our introductory offer gives you a discount on your first month of membership. Your first full months subscription will follow via Direct Debit the following month.

12. Try for free promotion . After your free trial you'll automatically be enrolled in our £49.00/month plan. Should you wish to cancel ahead of your first payment of £49. Your membership can be cancelled by emailing [cancel@studio-society.com](mailto:cancel@studio-society.com) We require 2 working days notice of this, before the end of your Try for free period.
13. Try for free promotion (thegym). After your free trial you'll automatically be enrolled in our £20.00/month plan. Should you wish to cancel ahead of your first payment of £20. Your membership can be cancelled via your bank 5 days before the end of your Free 2 trial week. This offer is only valid if a current the gym membership is active.
14. 'Refer friends and get 50% off your next months subscription' promo. Once the referred friend has completed a minimum of 1 months membership the referee will automatically receive a 50% discount on their next monthly payment.
15. '2 for £10' Offer. After your trial, at the end of the 10 consecutive days (active from enrolment), you'll automatically be enrolled in our £49.00/month plan. Change or cancel any time during this period to not be charged. Your membership can be cancelled via your bank anytime during the 10 day period.
16. On-Demand. By registering and taking part in our recorded or streamed on-demand classes you are consenting that you are fit to exercise. You must not share your online account password/pin or any other access information.
17. First month half price offer 2021 .The Half Price discount applies to your first month only. Subsequent monthly payments revert to our headline rate of £49.00. Your membership will auto enrol monthly unless you tell us otherwise. For full cancellation rights pls refer to your ' Cancellation of membership' in our main terms & conditions.

## **“PRE-OPENING PERIOD” MEMBERSHIPS**

The “Pre-Opening Period” is the period of time memberships are available before the club has opened, memberships during this period will often be offered at discounted rates and are strictly subject to availability.

1. You're initial payment will be taken from your bank account by Direct Debit approximately 7-10 days from the date of your online membership application.
2. The opening day for the club will be advised to you via email to the email address provided by you during the online membership application process.
3. Your membership term will begin on opening day and your first monthly payment will have been processed at time of joining.
4. Subsequent membership fees will be processed on the same day every month you remain a member (subject to weekend and bank holidays).
5. Your 14-day right to cancel your membership will also commence on the opening trading day of the club, with the conditions detailed above in the membership agreement

## **CANCELLATION OF MEMBERSHIP**

1. You may terminate your membership at any point by emailing: [cancel@studio-society.com](mailto:cancel@studio-society.com)– we require at least 28 days notice ahead of your set payment date to end your membership.

2. With regards to the above. For example: Your set payment date is the 14<sup>th</sup> of the month and you wish to end your membership on the 14<sup>th</sup> April, you need to serve your cancellation notice by the 14<sup>th</sup> March ( 14<sup>th</sup> - 18<sup>th</sup> March allows the 28 days). If we were to receive your cancellation notice later than the 18<sup>th</sup> April, your membership would end on the 14<sup>th</sup> May.
3. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.
4. For existing Harlands members, pls email [cancel@studio-society](mailto:cancel@studio-society) for cancellation terms.

## **COMMUNICATIONS**

1. You may opt out of email and SMS communications that we may send at anytime by contacting us via email at [hello@studio-society.com](mailto:hello@studio-society.com)
2. We cannot be held responsible for any loss incurred by you not receiving Studio Society related communications.
3. If you have any feedback for club management you may email your feedback to [hello@studio-society.com](mailto:hello@studio-society.com).

## **FEES AND CHARGES**

1. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in the Principle Terms above.
2. You agree to advise us promptly of any change to the Members Details provided.

## **AUTOMATIC RENEWAL**

1. We will automatically continue collecting the Membership Subscription amount every month, unless you inform us otherwise.
2. You may prevent the Automatic Renewal at any time by giving notice via email to [cancel@studio-society.com](mailto:cancel@studio-society.com) (you should give us not less than 28 days notice).

## **FREEZING**

1. Temporary Illness or Injury: This agreement may be frozen for free in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor

or other suitably qualified medical practitioner prohibits exercise for a period of time. Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email to [hello@studio-society.com](mailto:hello@studio-society.com)).

2. A freeze not related to illness or injury is chargeable at £5 per month via your card payment method.

## **SECTION 3 – GENERAL TERMS**

1. You agree to comply with the Rules of Membership, which are displayed on-line and relate to opening hours, use of facilities and code of conduct while in the club. We may make reasonable changes to these Rules at any time and will you reasonable advance notice of any changes.
2. If we take no action for any breach of this agreement we reserve the right to fully enforce the terms of this agreement at any future date.
3. We will do our best to mutually resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so under English law.
4. If any part of this agreement is disallowed or found to be ineffective by any court or regulator the other provisions shall continue to apply
5. We may terminate this agreement with immediate effect if you are in breach of the Clubs Rules (i.e. Theft or other criminal activity within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

## **IMPORTANT – USE OF YOUR INFORMATION**

The information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are linked financially. Read the “Use of Associated records” below before you sign.

## **USE OF ASSOCIATED RECORDS**

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to “associated” records.

## **SECTION 4 – YOUR OBLIGATIONS**

1. You are at least 16 years old.
2. You agree to pay us the applicable monthly membership fee and joining fee on the date detailed during the online membership application process.
3. In the unlikely event of disruption or temporary interruption to services you agree to pay by Card method.
4. You agree to abide by the Studio Society Membership Rules which are available during the online joining process, also displayed on line.
5. Agree your membership is non-transferrable under any circumstances and you are the only person permitted to enter the facilities.

6. If any payment is returned unpaid you will comply with attempted repeat payment.
7. You consent to being recorded on club CCTV for security purposes and reviewed at our discretion by our employees and/or appropriate contractors.
8. You will at all times wear suitable and applicable clothing as directed by club management and set out in the gym rules.
9. You agree to use the facilities and equipment in a safe and proper manner at all times.
10. You will be held liable for any damage to equipment or facilities through negligence.
11. You agree to keep us informed of any change to your personal details and contact information.
12. You understand we have the right to terminate your Membership Agreement immediately if you fail to pay any applicable fee or charge.
13. You understand we have the right to terminate your membership immediately for any breach of the membership and gym rules.
14. You understand that the law of England and Wales governs this agreement.

## **OTHER CLAUSES**

1. You are aware that any additional services your contract for or agree to pay for are done so entirely at your own risk and you are entering into an agreement directly with those individuals and not Studio Society.
2. We will endeavour to ensure all 3rd parties supplying additional services on the premises have the relevant and applicable qualifications and insurance to provide the services you have contracted them for however, you agree that it is your responsibility to check.
3. There may be occasions where we have to close all, or part of, the club 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 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.
4. You agree and understand that we are not liable for any personal injuries, damages, or losses caused by any negligent act of those providing the additional services.