

TERMS & CONDITIONS

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 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. As part of your membership agreement you are aware that Studio Society use the services of Harlands Group to process and collect your Joining Fee (if applicable) and Monthly Membership Amount by Direct Debit from your bank account. Harlands Group's full terms and conditions are explained in detail in Section 2.
3. The Joining Fee (if applicable) and Membership Fee for the first month will be payable by Direct Debit and collected approximately 7-10 days from the date of your membership agreement application acceptance and this information will be provided to you in writing via the email address you used to complete the application process.
4. 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.
5. 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.
6. All introductory pricing 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.
7. Members who join at an introductory price will be eligible for price protection. For price protected members the initial joining price is taken into consideration when setting any future pricing.
8. You are only entitled to use our Studios as detailed in this membership agreement provided you continue to pay the appropriate monthly Membership Fee.
9. 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
10. 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.)
11. Your Membership can be cancelled by emailing c.service@harlandsgroup.co.uk.

“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 c.service@harlandsgroup.co.uk - you should give not less than 5 days notice ahead of your DD payment.
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.

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
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.

Section 2 -Harlands Group

TERMS & CONDITIONS

Membership management services provided by Harlands Services Ltd
HELPLINE – 01444 449 166 / c.service@harlandsgroup.co.uk
2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370

PRINCIPLE TERMS

1. This agreement is an agreement between you, us and Harlands Services Ltd (“Harlands”). This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the club's premises you have 14 full days after sign up to cancel this agreement for any reason. To exercise this right you must inform Harlands or the club of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from sign up to the date cancellation was requested.

2. Your membership starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.
4. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands.

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. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below or under your statutory cancellation rights, as set out in the Principle Terms above.
3. If you fail to pay any monies due under this agreement or 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 Harlands on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our Agreement.
4. You agree to advise us promptly of any change to the Members Details provided. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you, including costs in tracing you if you have changed your address without telling us.

Automatic Renewal

1. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
2. You may prevent the Automatic Renewal at any time by giving notice via email to c.service@harlandsgroup.co.uk (you should give us not less than 5 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
3. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by emailing c.service@harlandsgroup.co.uk (you should give us not less than 5 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

Cancellation

3. You may terminate your membership at any point by emailing c.service@harlandsgroup.co.uk - you should give not less than 5 days notice ahead of your DD payment.
4. 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.

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) by Harlands or the Club. Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.
2. A freeze not related to illness or injury is chargeable at 5 per month via your direct debit

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.

We may instruct a third party company to search your records at Credit Reference Agencies who will add a “Footprint” of this search to their record about you. This “Footprint” will not be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make decisions about credit and credit related services such as insurance for you and members of your household, trace debtors and recover debt.

Please telephone Harlands on 01444 449 16 if you want to have details of those Credit Reference Agencies from whom we obtain information about you. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

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. You agree to maintain your direct debit instruction with your bank for your monthly membership fee.
4. In the unlikely event of disruption or temporary interruption to services you agree to pay by direct debit the monthly membership fee.
5. You agree to abide by the Studio Society Membership Rules which are available during the online joining process, also displayed on line.
6. Agree your membership is non-transferrable under any circumstances and you are the only person permitted to enter the facilities.
7. If any payment is returned unpaid you will comply with Harlands Group Terms and Conditions and be liable for the appropriate penalties.
8. You consent to being recorded on club CCTV for security purposes and reviewed at our discretion by our employees and/or appropriate contractors.
9. You will at all times wear suitable and applicable clothing as directed by club management and set out in the gym rules.
10. You agree to use the facilities and equipment in a safe and proper manner at all times.
11. You will be held liable for any damage to equipment or facilities through negligent use.
12. You agree to keep us informed of any change to your personal details and contact information.
13. You understand we have the right to terminate your Membership Agreement immediately if you fail to pay any applicable fee or charge.
14. You understand we have the right to terminate your membership immediately for any breach of the membership and gym rules.
15. 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.

