

Membership Terms and Conditions

PLEASE ENSURE YOU READ AND UNDERSTAND THESE TERMS BEFORE YOU ENTER INTO THE MEMBERSHIP AGREEMENT.
IF YOU APPLY FOR MEMBERSHIP ONLINE, BY POST OR BY TELEPHONE, YOU HAVE LEGAL RIGHTS AS A CONSUMER TO CANCEL THIS CONTRACT. THIS IS SET OUT IN SECTION 2(C)

1. DEFINITIONS

- (A) Application Form - your paper form, electronic form or online form to apply for membership of the Club.
(B) Club – The Quays Leisure Club Sheffield.
(C) Club Rules - The rules and regulations governing the use of the Club's facilities and your conduct.
(D) Membership Agreement - The agreement between you and Us comprising your Application Form (including any direct debit instruction), these Membership Terms and Conditions, the physical activity readiness questionnaire (PARQ) and the Club Rules, Health Club Under 18 Declaration (if applicable) and notices provided to you including in accordance with these Terms.
(E) Us, Our or We - the business, whose details are provided on the Application Form, which owns and operates the Club.
(F) Website - www.thequaysleisureclubssheffield.co.uk

2. THE MEMBERSHIP AGREEMENT

(A) The Membership Agreement is between you, the person or persons on the Application Form, and Us. You have indicated your acceptance of the terms of the Membership Agreement by signing the application form, providing your digital signature on the electronic application form or clicking 'I agree' in the declaration section of the online application process. Your membership will either be (i) on a fixed term basis (in which case you will have paid for the full membership fee in advance); or (ii) on a monthly basis for an initial minimum term of three (3) months as indicated on the Application form, which shall thereafter continue on a month-to-month basis unless you or We cancel your membership in accordance with the terms of the Membership Agreement.

(B) The Membership Agreement will become binding both on you and Us when We contact you to confirm your application has been accepted, at which point a contract will come into existence between you and Us.

(C) As a consumer, if you applied for membership online, by post or by telephone, you have a legal right to cancel the Membership Agreement within fourteen (14) days of Our contacting you to confirm your application has been accepted. If you wish to cancel within this fourteen (14) day period, you must inform Us by sending a clear statement concerning your exercise of the right to cancel before the fourteen (14) day period has expired. Your

cancellation statement can be sent to Us (i) as a letter by hand or post at Our address provided in the Application Form (ii) or as an email to Our email address provided on the Website. Your cancellation statement must provide your membership number and contact details, so you can be identified. Please see section 11 (Cancellation of Membership) for more information and any right you have to a refund.

3. CONTACTING US

(A) If you have any questions or if you have any complaints, please contact Us by telephoning or emailing the Club using the contact details provided on the Application Form or the Website.

(B) Any complaints will be handled by the Manager of the Club and they will attempt to provide a resolution. If they are unable to provide a resolution, the matter may be escalated to the Hotel Manager.

(C) If any clause in these Membership Terms and Conditions requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail to Our email address provided on the Website or by hand or by post to Our address provided in the Application Form. We will confirm receipt by this notice by contacting you in writing (including by email). If we have to contact you, including to give you notice in writing, you will be contacted by e-mail, by hand, or by post to the address you provide in the Application Form.

4. YOUR MEMBERSHIP

(A) It is your responsibility to ensure that you do not exercise beyond your capabilities, and to refer to a medical professional if you have any health concerns prior to joining a Club, and at any stage during the term of your membership. You agree to make yourself aware of any relevant rules, warning notices and instructions displayed within the Club. You agree to accurately complete any relevant questionnaires which may be issued by the Club in relation to your health. We reserve the right to terminate your membership for safety reasons in the event that a relevant medical professional advises that use of the Club is unsuitable for you and/or you have a disability for which reasonable adjustments cannot be made by the Club.

(B) By entering into the Membership Agreement and every time you enter the Club during your membership, you warrant and represent to Us and the Club you are entering that you are in good physical shape and that you are capable of all forms of exercise and that such exercise will not be detrimental to your health.

(C) You will receive a membership card when you join. You must present your membership card to get into the Club. If you forget your card, the Club may need to see proof of identity. If you have lost your card, the Club may charge you a fee for a replacement.

(D) We may transfer the benefit of your Membership Agreement or the ownership of Our Club to another person, firm or company at any time. We will notify you if this happens.

(E) Upon transfer under section 4(D), your rights and Our obligations under the Membership Agreement will continue to be valid.
(F) Your membership applies to you; you cannot loan or transfer it to another person.

(G) As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Membership Terms and Conditions will affect these legal rights.

5. PAYMENT OF FEES

(A) By signing the application form, providing your digital signature on the electronic application form or clicking 'I agree' in the declaration section of the online application process, you agree to pay all membership fees, promotional fees and other fees as provided to you on the Application Form before you entered into the Membership Agreement and you agree to pay those fees on time.

(B) If your membership is on a monthly basis and you have agreed to pay your membership fees by monthly direct debit (normally taken at the first working day of the calendar month), you must pay for each month of membership in advance. You will be charged five pounds (£5) if your direct debit is rejected. If you have cancelled your direct debit or your direct debit is rejected, We may cancel your membership immediately on written notice to you. If you want to reinstate your membership, you will have to pay the amounts owed plus an administration fee.

(C) We reserve the right to change fees from time to time with at least one (1) month's prior written notice to you. You agree to increase of up to 3% per annum. If the increase notified to you is by more than 3% and you do not wish to accept the increase in membership fees, you may cancel your membership by giving one (1) month's written notice to Us before the date on which the fee increase takes effect.

(D) You will be charged membership fees, promotional fees, any suspension fees and joining fees by Us in respect of use of the Club.

(E) We may terminate the Membership Agreement immediately on the provision of notice to you if any part of your fees remains unpaid thirty (30) days after its due date for payment.

6. CLUB RULES

(A) Members must obey the Club Rules at all times. We may cancel or suspend your membership if you or any of your guests repeatedly or seriously break the Club Rules. We will contact you in writing to notify you of any such cancellation or suspension, which will commence immediately on the provision of such notice. No refund will be given if your membership is cancelled or suspended under these circumstances.

(B) The Club Rules are prominently displayed at the Club. You must familiarise yourself with the relevant Club Rules before you use the Club.

(C) If a Club is going to change the Club Rules temporarily, the Club will prominently display any amendments in the reception. The Club will only make changes to its operating hours or any other permanent changes to the Club Rules after giving at least one (1) month's notice by prominently displaying the changes and notifying you in writing of the changes one (1) month before they are to take effect. If the Club's operating hours are significantly and adversely changed, you can cancel your membership by giving one (1) month's notice in writing.

7. USE OF CLUB

(A) The Club provides locker rental. Your property is left in these lockers at your own risk. The Club reserves the right to inspect the contents of all lockers for security reasons at any time. The Club may remove any items you leave in lockers overnight except if you have hired a locker for more than one (1) day, in which case the Club may remove any items you leave in the locker at the end of the hire period. You can claim the contents the Club has removed from the Club's reception for up to six (6) weeks after removal. After this time, neither We nor the Club will be responsible for any contents removed from the locker.

(B) Subject to availability, you can book for any class you want to attend up to six (6) days before that class. If you repeatedly cancel your advance bookings, the Club may refuse to take further bookings from you.

(C) Bags are not permitted onto the gym floor and correct attire must be worn when exercising i.e. suitable comfortable exercise clothing and appropriate footwear. Clothing such as jeans, boots, flip-flops/sandals or work wear is not permitted. In the interest of health and hygiene, you must shower before entering the pool, steam or sauna areas.

(D) You and your guests must not:

- Abuse property or equipment or facilities of a Club (you will be liable to pay for any negligent or deliberate damage to property);
- use, block or interfere with fire, emergency or disabled access doors or alarms (except in a genuine emergency);
- behave in a violent or rude way which distresses or annoys anyone else;
- use cameras or phones within restricted areas of the Club;
- smoke in any part of the Club;
- bring alcoholic drinks, drugs or other mood-altering substances into the Club;
- use the facilities of the Club while under the influence of alcohol, narcotics or other mood-altering substances; or
- drink alcohol in any areas of the Club.

The Club may refuse admission to or ask you or your guest to leave if the Club reasonably believe that you or they have broken any section of this section 7(D). No refund will be given if you are asked to leave a Club in such circumstances. We have the right to terminate the Membership Agreement in the event of a material or repeated breach of this section 7, and any such termination will be treated as a cancellation by you in accordance with section 11 of these Membership Terms and Conditions.

(E) To provide the highest standards of facilities, the Club may need to close certain facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events, or if there are technical problems. Where this occurs, the Club will prominently display a notice at least two (2) weeks in advance unless the problem is urgent or an emergency. If the Club is substantially unusable, you will be entitled to apply for an extension to your membership renews date equivalent to the period for which the Club was substantially unusable. We can terminate the Membership Agreement if the technical problem at the Club continues for longer than four (4) weeks.

8. GUESTS

(A) You may bring guests to the Club on specified dates only. The Club will charge you a fee. Each guest must fill in the relevant forms. You must stay with your guests and make sure they keep to the Club Rules. The Club can refuse your guest entry to the Club for reasons of health or safety or if your guest does not keep to the Club Rules.

(B) In bringing a guest to the Club, you warrant and represent to Us and the Club that the guest is in a physical condition suitable for the type of exercise or activity in which the guest engages at the Club.

9. CHILDREN

(A) Children between the age of sixteen (16) and eighteen (18) can be members of the Club strictly provided (i) a parent or guardian is also a member; and (ii) payment of fees is made by that parent or guardian on behalf of the child. Children between the age of sixteen (16) and eighteen (18) may use the facility unaccompanied.

(B) Children under the age of sixteen (16) must have an adult Club member with them at all times, and it is the responsibility of the adult to supervise them. You must make sure that such children only use the facilities which are clearly marked as being suitable for use by children.

10. DATA COLLECTION AND PROCESSING

(A) In the course of your membership, the Club together with Our company (data controllers) may collect and use certain personal information about you, including personal details, financial details and information about your health, in accordance with these Terms & Conditions. Please keep your personal information up to date and inform Us of any significant changes. We process this personal information for the following purposes and pursuant to the stated legal bases under the General Data Protection Regulation (GDPR):

- Managing your club membership. We process your personal information to identify you when you come to the Club, to provide the services to which you are entitled by your membership, to process payments for your membership in order to keep your membership active, and to maintain records of the services you have been provided. We process this information under the legal basis of fulfilling our contractual obligations to you.

- Tracking your progress: We process your personal information to track the services you receive at the Club to maintain records of your past activity and provide a better customer experience. We process this information pursuant to the legal basis of our legitimate business interests.
- Providing custom services based on your health: if you elect to provide us with your health information, we will provide you with customized programs and recommended services based on your health information and track your progress towards your health goals based on that information. We will only process your health information under the legal basis of consent, which we will obtain upon collection of your health information. You can withdraw your consent from us processing your health information at any time by sending an email to leisure.mgr@tqhs.co.uk and requesting that we delete your health information from our systems.

• Marketing: We will process your personal information to send you marketing communications, but only if you provide your consent for us to do so. We will only process your information to send you marketing communication if you opt-in to receive marketing communications on the enrolment form, or through another means. We send marketing communications pursuant to the legal basis of consent. You can withdraw your consent at any time by following instructions provided in each marketing message.

(B) The collection and use of your personal information will be limited to the Club employees and our business partners on a need to know basis in order to provide services to you. From time to time, the Club may need to make your personal information available to other third parties such as legal authorities. Our group companies and professional advisors. Your personal information will be entered into Our database in the United Kingdom.

(C) Please contact Us at leisure.mgr@tqhs.co.uk or via postal mail at Our listed address on this form if you have any questions or concerns about how We will collect and use your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.

(D) By signing your application form, providing your digital signature on the electronic application form or clicking 'I agree' in the declaration section of the online application process, you acknowledge that you have read and understand the provisions of this section 10 describing how We and/or the Club may collect, use, process and disclose your personal information as described in this section 10.

11. CANCELLATION OF MEMBERSHIP

(A) When you entered into the Membership Agreement you may have agreed to an initial minimum term of three (3) months (please check your Application Form). If so, subject to any legal rights to cancel you have as a consumer, you cannot cancel your membership during that initial minimum term unless (i) you are doing so on medical advice and can provide a doctor's medical certificate (in which case the cancellation will only apply when

the Club receives a valid medical certificate); or (ii) if the Club's operating hours are significantly and adversely changed in accordance with section 6(C); or (iii) the Club increases your membership fees by more than 3% per annum in accordance with section 5(C); or (iv) you are made redundant or otherwise lose your job and can provide written evidence from your employer of such circumstances (in which case the cancellation will only apply

when the Club receives sufficient written evidence from your employer, as shall be determined by the Club in its sole discretion); or (v) you change your permanent address and this is fifteen (15) miles or more away from the Club (in which case the cancellation will only apply when the Club receives a copy of your utility bill or bank statement showing your new address).

(B) If you want to cancel your membership on or after the completion of your initial minimum term, you must request such cancellation in writing to Us via the manager of the Club. You must give Us one (1) full calendar month's notice.

(C) If one (1) person who has a joint membership cancels, the other person's membership will continue, and they will be required to provide new bank details to process their direct debit.

(D) If you cancel during a suspension period under section 12 (see below), you will be charged the monthly membership fee in line with the minimum notice period of one (1) full calendar month.

(E) Despite the above, if you chose to cancel the Membership Agreement within the fourteen (14) day cancellation period set out in section 2(C), you will receive a full refund of any membership fees and/or any other fees paid. However, if you have requested or selected to commence your membership within this fourteen (14) day period, in the event of the cancellation within the fourteen (14) day period, you will be refunded any membership fees paid, less an amount for your actual use of the Club during the fourteen (14) day period up to the point of your cancellation. Any refund will be made without undue delay, and not later than fourteen (14) days after the day on which We are informed about your decision to cancel this Membership Agreement. The refund will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.

(F) If your membership is cancelled on medical advice or due to a technical problem in accordance with section 7(E), you will be refunded for any advanced payment of membership not used using the same means of payment as you used for the initial transaction.

12. SUSPENSION OF YOUR MEMBERSHIP

(A) You may suspend your membership for at least one (1) but not more than six (6) months, this service is offered free of charge. All suspensions must start on the first day of a calendar month. You may also suspend your membership if you have a three (3) month initial contract period. When We receive the suspension notice, We will extend your membership by the length of the suspension period.

(B) If you want to suspend your membership please liaise with the manager of the Club.

(C) We cannot suspend your membership retrospectively; you cannot suspend your membership for a period which has passed when you did not visit and use the facilities for any reason.

13. GENERAL

(A) Nothing in the Membership Agreement excludes or limits Our liability for (i) death or personal injury caused by Our negligence; or (ii) for fraud or fraudulent misrepresentation.

(B) We are responsible to you for loss or damage you suffer that is a foreseeable result of Our breach of the Membership Agreement or due to Our negligence, but We are not responsible for any loss or damage that is (i) not foreseeable or (ii) attributable to your own fault. Loss or damage is foreseeable if it is an obvious consequence Our breach of the Membership Agreement or if the loss or damage was contemplated by you and Us at the time the Membership Agreement was entered into.

(C) Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by Us'.

(D) We will not be liable to you for any failure or delay in performing any of Our obligations under this Membership Agreement if the failure or delay was due to any cause or event beyond Our reasonable control.

(E) Amendments to the Membership Agreement (including these Membership Terms and Conditions) may be required when you renew your membership with Us.

(F) If two or more people sign the Membership Agreement (as joint members or otherwise), their obligations and liabilities shall be deemed to have been undertaken by both jointly and severally.

(G) The Membership Agreement will be governed by the laws of England and Wales. If a dispute arises, you agree to submit to the exclusive jurisdiction of the English Courts.

14. DIRECT DEBIT PAYMENTS

(A) The Club may appoint a third-party agent to collect membership payments on our behalf.

(B) Currently direct debit payments are collected by:

Harlands Services Ltd "Harlands" - HELPLINE – 01444 449 166 / c.service@harlandsgroup.co.uk / Xplor Gym, 1st Floor, Central Square South, Newcastle Upon Tyne, NE1 3AZ

(C) The Joining Fee / Initial Payment is due from you to the Club, is payable immediately and is not refundable other than in the event of breach or negligence by us.

(D) The Direct Debit Payment Amount is due from you to us. 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 cancellation terms (Section 11) are met.

(E) 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 us on demand an administration fee of £5 (which we require to cover our costs of seeking to pursue such payment from you).

(F) If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection. 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.

(G) 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.

(H) You may prevent the Automatic Renewal at any time by giving notice to the Helpline (you should give not less than 30 days' notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

(I) Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days' notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.