



## TERMS & CONDITIONS

### PRINCIPLE TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process.
2. Your membership starts immediately.
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

5. The Joining Fee / Initial Payment is due from you to us, is payable on the 1<sup>st</sup> Direct Debit Payment Date or upon up front payment and is not refundable other than where we are in material and continual breach of the contract.
6. The Direct Debit Payment Amount is due from you to us. You are obligated to make the Minimum Number of Direct Debit Payments stated with the first one being paid on the 1<sup>st</sup> Direct Debit Payment Date and then every month thereafter. For the avoidance of doubt, you are obligated to make every Direct Debit Payment regardless of non attendance, whatever the reason for non attendance may be. Should you fail to make a Direct Debit Payment then the remainder of those Payments will become due immediately.
7. 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 £20 due to reasonable costs incurred involved.
8. You agree to advise us immediately of any change to the Members Details provided.
9. 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 costs incurred in employing the third party company will be borne by you including costs in tracing you should you have changed your address without telling us.
10. Membership Fees may be increased at our discretion, subject to giving you 1 month's notice and except for annual Membership which is renewed annually where an increase will only apply at the time of renewal. Any guaranteed membership rate agreements would be excluded until expiry of such guarantee periods.

### RENEWAL

11. In order to extend your membership after completing the minimum number of Direct Debit payments, we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month each payment. Each payment made is not refundable under any circumstances other than where we are in material and continual breach of the contract. This Renewal Direct Debit Payment Amount may only be amended if we advise you in writing giving 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 when this free period has finished.

### GENERAL TERMS

12. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you advance notice of the change.
13. 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.
14. We may assign the benefit of this agreement and our rights there under to a third party on notice to you.  
Your rights under this agreement will not be prejudiced.
15. This agreement is governed by legal jurisdiction.
16. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules. 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.

### CANCELLATION

17. If You are dissatisfied with the service offered by Time Fitness for any reason within the first 10 days of becoming a Member, you are entitled to a refund of any Membership Fees paid subject to notification in writing to your home club within the 10-day period. Validated refunds will be paid within 28 days from receipt of the letter. All start up fees will be retained in order to meet the reasonable costs incurred in processing the membership application and your induction into the club.
18. During the minimum contract period of Membership, you are unable to cancel Your Membership, other than: i). Where We are in material and continued breach of the Contract; ii). Due to genuine and relevant medical reasons (supporting professional documentation must be supplied)
19. Subject to Clause 18 above and 20 below, if you wish to cancel Your Membership, You should make and attend an appointment with the Club Manager of your Home Club. You should sign a Departure Request Form which will be countersigned by the manager. If you are unable to attend Your Home Club, you must write to the Club Manager. We recommend you send your letter by recorded delivery to ensure notice of cancellation is received. Telephone cancellations will not be accepted. If you are within the minimum contract period, notice may be given to coincide with the end of that contract period.
20. If your Membership is subject to a minimum 3-month Membership Period, you are required to give 1 full month's notice of termination commencing on or after the end of the initial 2-month term. If your Membership is subject to a minimum 6-month Membership Period, you are required to give 1 full month's notice of termination commencing on or after the end of the initial 5-month term. If Your Membership is subject to a minimum 12-month Membership Period, you are required to give 1 full calendar month's notice of termination commencing on or after the end of the initial 11-month term. If your Membership is subject to a minimum 24-month Membership Period, you are required to give 1 full month's notice of termination commencing on or after the end of the initial 23-month term. In all cases, the notice period will start from the end of the month in which cancellation is notified.
21. We are entitled to retain any Membership Fees where you have not cancelled your direct debit instruction with your bank and you have not given valid notice in accordance with 18, 19 and 20 above to the extent that such Membership Fees covers our losses in respect of our contract with you.
22. If you have paid your annual Membership and you are still within this period, you are able to transfer your membership to a third party ("Substitute Member") provided: i) The Substitute Member is not already a Member; ii) You pay an additional enrolment up fee in accordance with the prevailing rate at the relevant time; and iii) The Substitute Member both fulfils our Membership requirements and signs these Terms and Conditions. You will cease to be a Member immediately upon transfer.