

Club Cheadle Hulme Terms & Conditions of Gym Membership

1) **These Terms**

- i. **Please read these terms carefully before you sign the Gym Membership Agreement Form overleaf.** These terms tell you who we are, how we will provide membership services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- ii. We are Club Cheadle Hulme, a trading name of The Laurus Trust, a limited company registered in England and Wales (registration number 07907463), whose registered office address is at Cheadle Hulme High School, Woods Lane, Cheadle Hulme, Cheadle, Cheshire SK8 7JY ("we", "us", "our").
- iii. You can contact us by telephoning our customer service team at 0161 486 4900 or by writing to us at memberships@clubcheadlehulme.co.uk.
- iv. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Gym Membership Agreement Form overleaf.

2) **Interpretation**

- i. When we use the words "writing" or "written" in these terms, this includes emails.
- ii. The definitions in the Club Cheadle Hulme rules and conditions of use for all users of the Gym which are displayed in the Gym and a copy of which is available on request will apply to these terms.

3) **Your Membership**

- i. You must be a minimum age of 16 to be accepted as a Gym member, proof of age may be requested for the avoidance of doubt.
- ii. This agreement commences once you have indicated your acceptance in the declaration section of the Gym Membership Agreement Form overleaf, at which point a contract will come into existence between you and us.
- iii. Your membership will commence on the Date Joined and will continue until terminated by you giving not less than 30 days' written notice to that effect to us after the Initial Term Expiry Date. For the avoidance of doubt, you will not be entitled to end your membership and this agreement until after the Initial Term Expiry Date, except where you have a right to end the membership and this agreement in accordance with condition 5(ii).
- iv. You are entitled to access and use the Gym for the full duration of your membership provided that you have paid all amounts due to us during your membership.
- v. This agreement is personal to you and you cannot transfer this agreement to anyone else.

4) **Charges**

- i. **Membership Amount** - You agree to pay to us on time the Joining Fee (if one is payable) and the Membership Amount set out in the Gym Membership Agreement Form overleaf.
- ii. **Monthly Payment** - If you have opted to pay the Membership Amount in monthly instalments by Direct Debit, each Monthly Payment will be collected on the 15th day of each month, with the exception of the Joining Fee (if one is payable) and the Interim Payment which will be collected on the Date Joined.
- iii. **Annual Advanced Payment** - If you have opted to pay the Membership Amount in full and upfront before commencing your membership, the Membership Amount

can be paid via debit or credit card. If you have chosen to pay via credit card your credit card payment will incur a 2% charge in addition to the Membership Amount.

- iv. **Our right to terminate for non-payment** - We reserve the right, at our sole discretion, to either suspend or terminate this agreement and your membership at any time by writing to you if you do not make any payment to us and/or any payment has not been received and you still do not make payment within 7 days of us reminding you that payment is due.
- v. **Price increases** - From time to time, and after the Initial Term Expiry Date (as set out in the Gym Membership Agreement Form overleaf) we may need to increase the price of membership. We will give you at least 30 days' 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. 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.

5) **Cancellation of membership by you**

- i. All cancellations must be made in writing by you, giving 30 days' notice after the Initial Term Expiry Date (as set out in the Gym Membership Agreement Form overleaf). If you cancel your membership in accordance with this condition we will refund to you any Membership Amount paid in advance for the period following expiry of your notice of cancellation
- ii. You may terminate the agreement and your membership for a reason set out below in which case the agreement and your membership will terminate immediately and we will refund you in full for any Membership Amount paid in advance for your membership beyond the termination date. The relevant reasons are:
 - a. we suspend access to or use of the Gym for technical reasons, or notify you that we are going to suspend access or use of the Gym for technical reasons, in each case for a period of more than 4 weeks at a time; or
 - b. you have a legal right to end the agreement and your membership because of something we have done wrong.
- iii. You may terminate the agreement and your membership on 30 days' notice in writing if you are unable to use the gym due to serious illness or injury which is likely to preclude you from using the gym for a period of least 2 calendar months. We will request reasonable evidence of your illness or injury (e.g. a doctor's certificate). If you terminate the agreement and your membership in accordance with this condition 5(iii) we will refund any part of the Membership Amount which you have paid in advance but which relates to a period after termination.

6) **Refusal or termination of membership by us**

- i. We reserve the right to:
 - a. refuse any application for Gym membership or to terminate a membership at any time and we will use reasonable endeavours to give you 7 days notice to this effect; and

- b. terminate this agreement and your membership with immediate effect on notice to you if you commit a serious or repeated breach of these terms and/or any of the guidelines, rules or conditions of use, instructions and regulations as may be notified by us to you from time to time.
- ii. If we terminate this agreement and your membership in accordance with this condition we will refund to you any Membership Amount paid in advance for the period following termination of this agreement and your membership, provided that we reserve the right to retain a proportion of any Membership Amount you have paid to us to cover any reasonable costs we have incurred as a result if we terminate this agreement and your membership under condition 6(i)(b).

7) Your Responsibilities

- i. In the interests of safety, all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency, and it is your responsibility to be aware of the locality of the emergency exits and procedures in case of fire or another emergency.
- ii. You shall at all times:
 - a. comply with such guidelines, instructions and regulations as may be notified by us to you from time to time including those relating to the Premises, fire safety, Facilities and Equipment safety;
 - b. leave the Premises, Facilities and Equipment in the same state of cleanliness, repair and tidiness as on arrival;
 - c. comply with all applicable laws, regulations and codes of practice when carrying out your gym activities or using the Premises including those in relation to health and safety and safeguarding of children and vulnerable adults;
 - d. promptly notify our staff of any damage caused to the Premises, Facilities and/or Equipment being used;
 - e. not make any alterations to the Premises or remove any furniture, or other property belonging to us or a third party;
 - f. refrain from any acts or omissions that may damage our reputation or the reputation of Cheadle Hulme High School or the Laurus Trust in any way;
 - g. not do or omit to do anything that places us or The Laurus Trust in breach of any applicable laws or regulations; and
 - h. unless agreed otherwise in writing by us, you acknowledge that we do not endorse and we are not responsible for the activities undertaken by you and you shall not do anything to imply or cause others to believe otherwise.

8) How we may use your personal information

- i. We will use the personal information you provide to us to:
 - a. provide the membership;
 - b. process your payment for your membership; and
 - c. unless you opted out of this in the Gym Membership Agreement Form overleaf, to inform you about offers that we provide, but you may stop receiving these communications at any time by contacting us.
 - d. To comply with statutory regulations.

- ii. We will only give your personal information to other third parties to allow us to service your membership and communicate with you; for example, financial institutions to process payments, and freelance personal trainers when you sign up to classes or where the law either requires or allows us to do so.

9) Liability

- i. Nothing in this agreement limits or excludes the liability of either party for:
 - a. death or personal injury resulting from negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded or limited by applicable law.
- ii. Nothing in these terms will affect your legal rights and your legal remedies. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- iii. Subject to conditions 9(i) and 9(ii), we will not be liable or responsible for:
 - a. 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;
 - b. any injury, loss or damage to personnel, property or vehicles of any person using the Gym save to the extent it arises from our negligence or the negligence of our employees, agents or contractors.
- iv. If we fail to comply with these terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence, but we shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you agreed to these terms.

10) General provisions

- i. We may transfer our rights and obligations under this agreement to another organisation, but this will not affect your rights or our obligations under this agreement.
- ii. This agreement is between you and us. No other person shall have any rights to enforce any of the terms of this agreement.
- iii. Each of the conditions of this agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- iv. If we fail to insist that you perform any of your obligations under this agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- v. This agreement is governed by English law and you can bring legal proceedings in respect of this agreement in the English courts.