

# Places Gym Terms and Conditions of Membership

These Terms form part of your Membership Agreement with us. Your Membership Agreement with us is made when your Membership Application Form is completed by you and consists of that form and these Terms. These documents together form a legal agreement between us, so please make sure you carefully read these Terms and the Membership Application Form. These Terms replace any previous versions and apply at all times and take priority over any spoken communication by us.

## 1. INTERPRETATION

- 1.1 "Club" is the club managed by the Company as identified in the Membership Application Form.
- 1.2 "Company" means Places for People Leisure t/a Places Gym and is referred to as "we", "us" or "our" throughout these Terms.
- 1.3 "Manager" means the General Manager of the Club.
- 1.4 "Membership Agreement" means the agreement between us consisting of the Membership Application Form and the Terms as varied in accordance with section 15.
- 1.5 "Membership Application Form" means the application form completed by you for membership at our Club.
- 1.6 "Premises" means the Club, including its grounds, car parks and access roads.
- 1.7 "Terms" means these terms and conditions of Membership.

## 2. STARTING YOUR MEMBERSHIP

- 2.1 We have the right to refuse any application for membership or any request to change a membership. We reserve the right to verify, or require proof of all information given in order to become a member. Any fraudulent or wrongful information given in order to obtain membership could result in the cancellation of your membership.
- 2.2 Your membership start date will be confirmed as part of the joining process.

## 3. COOLING-OFF PERIOD

- 3.1 You have the right to cancel your membership for any reason by sending or taking to the Club a written notice of cancellation, addressed to the Manager at your Club within fourteen days of joining (i.e. within 14 days of your membership start date.)
- 3.2 If you cancel during the cooling-off period we shall refund in full the start up fee and any monthly subscription payments you have paid.
- 3.3 If you cancel during the cooling-off period, we will credit the card used during the joining process.

## 4. LIMITATION OF LIABILITY

- 4.1 By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.
- 4.2 We will not pay you compensation if we have failed to carry out our duties due to:
  - (a) a fault of your own;
  - (b) someone else not connected with providing our services under these Terms; or
  - (c) events which we could not have known about beforehand even if we had taken all reasonable care.
- 4.3 We have the right to make changes to the type of facilities we provide. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have negligently done or failed to do or cannot be avoided by law.
- 4.4 You bring all personal belongings to your Club at your own risk. We accept no liability for loss or damage to property of members which is not caused by us or our employees.
- 4.5 You park your car on the Premises at your own risk. We accept no liability for loss or damage to your car and its contents which is not caused by us or our employees.
- 4.6 Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence.
- 4.7 Notwithstanding sections 4.1 to 4.5 above, if we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.

## 5. PHYSICAL HEALTH OF MEMBER

- 5.1 It is your responsibility to make sure that you are capable of doing the exercise provided by any programme you follow or any class you go to.
- 5.2 You should consult your doctor before you begin any programme or class if you are not sure whether or not it is suitable. If you have any concerns about your physical condition, you must get medical advice before using our facilities.
- 5.3 Before using our gym you must first complete a health declaration and have a supervised gym introduction session with one of our qualified fitness advisors.
- 5.4 We may refuse you access to our facilities if we consider the use of such facilities could put your health at risk.

## 6. TRANSFER OF TERMS

- 6.1 We may transfer the benefit of your Membership Agreement to a third party on similar terms and conditions without notice to you.
- 6.2 You cannot transfer your membership to another person.

## 7. MEMBERSHIP CATEGORIES

- 7.1 All categories of membership, whether or not mentioned in these Terms shall be subject to the Membership Agreement

and to the rules, bylaws and regulations of the Club which are in force at the time. Details of each type of membership are available on our website.

- 7.2 You must be at least sixteen years of age to be a member. 16 - 18 year olds will require Parent/Guardian authorisation prior to starting.

## 8. START UP FEE AND MONTHLY MEMBERSHIP CHARGES.

- 8.1 The amount you pay depends on your type of membership, as detailed in the Membership Application Form.
- 8.2 All members shall pay an initial start up fee and first month membership sum specified in your Membership Agreement which shall become payable during the joining process.
- 8.3 With the exception of you cancelling your Membership Agreement during the cooling-off period (as set out in section 3) or if we agree to refund fees where you cancel due to a change in our terms in accordance with section 15, we will not refund the start up fee in any circumstances.
- 8.4 During your membership, you must pay your membership fees whether you use our facilities and services or not.
- 8.5 We take your monthly subscription payments by direct debit commencing one month after your introduction date.
- 8.6 Thereafter your monthly direct debit payment will be collected on or around the same date of each month.
- 8.7 We reserve the right to increase membership fees subject to us giving you a minimum of 30 days' notice. If you are unhappy with the changes you may cancel your membership in accordance with section 10 of these Terms.

## 9. IF YOUR PAYMENTS FAIL

- 9.1 This section is about what will happen if you have not paid your monthly subscription payment for one of the reasons set out below:
  - 9.1.1 the direct debit details you gave us were wrong;
  - 9.1.2 there are not enough funds in your bank account;
  - 9.1.3 you have cancelled your direct debit without giving us the notice we need as set out in section 10.
- 9.2 Once the cooling-off period has expired whilst you continue to owe us a monthly subscription payment you will not be allowed to enter your Club or any of our other clubs and we may cancel your membership.
- 9.3 We have the right to start procedures to collect any outstanding monthly subscription payments at any time.  
IF THE DIRECT DEBIT DETAILS YOU GAVE US WERE WRONG OR YOU HAVE CANCELLED YOUR DIRECT DEBIT WITHOUT GIVING US THE NOTICE WE NEED AS SET OUT IN SECTION 10 we will ask you to make the payment via our website by debit or credit card and for you to give us your correct details. Your access will be suspended until your debt is cleared. If after 30 days payment is still outstanding we will terminate your membership. On re-joining a start up fee will be incurred.

## 10. CANCELLING YOUR MEMBERSHIP

- 10.1 You are able to cancel your membership during your cooling-off period. Refer to section 3 for details.
- 10.2 You can cancel your membership at any time via our website. However, there will be no refunds, so your cancellation date will be set as the day that your next direct debit payment would have been due.
  - 10.2.1 It is your responsibility to cancel the direct debit instruction with your bank.
- 10.3 You may also cancel your membership at any time on via our website if (i) we significantly reduce the facilities or opening hours of the Club; (ii) we change the location of the Club; or (iii) we close the Club for refurbishment for a period of more than 4 weeks at a time. If you cancel your membership (in accordance with the terms stated above) we will refund any part of your membership charges which you have paid in advance but which relate to a period after cancellation.

## 11. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY US

- 11.1 We may expel you from a Club and/or end your membership with notice if, at any time:
  - 11.1.1 you break the conditions of your Membership Agreement;
  - 11.1.2 you do not comply with the rules and regulations of your Club. Club rules and regulations will vary from club to club and are displayed at the Premises. We may change the Club rules and regulations at any time.
  - 11.1.3 you allow another person to use your access code to get into any of our Clubs;
  - 11.1.4 your conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in our opinion, it may be injurious to the character, name or interests of the Club or is such that it makes you unfit to associate with other members of the Club;
  - 11.1.5 any part of your monthly subscription payment which is due and payable remains unpaid thirty days after the due date for payment.
- 11.2 In the event that we terminate your membership pursuant to clause 11.1, we will not refund the start up fee or payments received.
- 11.3 We may end your membership for any reason by giving you one full calendar month's written notice to cancel. In these circumstances you will not have to pay any additional subscriptions and we will refund any subscriptions you have paid in advance for the period after cancellation.

11.4 When your membership has ended and we have taken the final payment from you, it is your responsibility to cancel your direct debit to us at your bank.

- 11.5 Lapses in your monthly subscription payments may incur a new start up fee.

## 12. CLUB FACILITIES

- 12.1 The facilities available to you depend on your Club and your membership category. Full details can be obtained from your Club. Services and facilities not included may be used by you at an additional charge at our discretion.
- 12.2 Upon joining you will be given a unique code which will enable you to register your fingerprint. Your fingerprint will be scanned by our turnstiles on every entry/exit to ensure safe and secure use of the facilities.
- 12.3 You agree that you will not disclose this code to any other persons. Any breach or fraudulent use of this may result in termination of your membership and prosecution.

## 13. HOURS OF OPENING

- 13.1 Your Club's normal hours of operation and the hours in which any facilities within the Club are available for use are available on our website. Such hours may be lengthened or shortened at our discretion with or without any prior notice being given to you.
- 13.2 On occasions the Club may be closed, or we withdraw facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance, security work or for any other reason beyond our or the Club's control without giving you notice. You will not be entitled to a refund if your Club is closed in accordance with this section. For periods greater than 4 weeks refer to 10.3.
- 13.3 We will endeavour to give you reasonable notice of such closures or alterations by displaying them at the Club.

## 14. EVENTS BEYOND OUR REASONABLE CONTROL

- 14.1 If we are not able to provide all the services and facilities at your Club for 60 days in a row or longer for "reasons or events outside of our reasonable control", either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances and during this period.
- 14.2 "Reasons or events outside of our reasonable control" could include, for example, natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all.

## 15. CHANGE TO TERMS

- 15.1 We may change these Terms at any time.
- 15.2 When we do make changes that affect you, we will, where no specific period is mentioned elsewhere in these terms, give you reasonable notice of the changes that we plan to make. If you are not happy with the changes you may cancel your membership in accordance with section 10 of these Terms.

## 16. UPDATING YOUR CONTACT DETAILS

- 16.1 It is your responsibility to make sure that your Club has your most up to date contact information; this includes postal address, email address and phone numbers. You can update these via our website.

## 17. THIRD PARTY RIGHTS

- 17.1 The parties do not intend that any of these terms of the Membership Agreement will be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.

## 18. GOVERNING LAW AND JURISDICTION OF THE COURTS

- 18.1 Your Membership Agreement is governed by the laws of England and any disputes will be dealt with in the English Courts.

## PRIVACY AND DATA PROTECTION POLICY

Places for People Leisure Limited t/a Places Gym is a subsidiary of Places for People Leisure Management Ltd. Places for People Leisure Limited treats the protection of personal data carefully. We will use your personal data for the purposes of administering membership (including collecting membership fees and other sums due to us), vetting people for membership, access control, providing you with services such as maintaining training, fitness, health and diet records, providing you with marketing information and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. Where the information is sensitive (for example, health and medical details) we take extra care of this information and will not pass it to any other parties except to businesses within the Places for People Leisure Limited. Other information, we may pass to contracting parties of ours, other relevant business and successor businesses. We may keep your personal data for 6 years from expiry of your membership. You have the right to access the information we hold about you. To do this you must contact the Data Protection Officer. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. If you have any questions about your personal data held by us, or you wish us to cease processing your personal data for direct marketing purposes, please contact the Data Protection Officer, Places for People Leisure Limited, 80 Cheapside, London EC2V 6EE.