

29th September 2006. Kersia.

TERMS AND CONDITIONS

1. Membership

If you sign this agreement, you agree to become a member of the club referred to overleaf^d. Your relationship with the club is governed by these terms and the club's rules. In so far as the club's rules differ, these terms will apply.

2. Membership Period

You agree to remain a member of the club for at least one year.

Your membership will automatically be extended thereafter for consecutive one month periods until you cancel your membership.

3. Cancellation

You cannot cancel your membership until you have been a member for at least one year.

You may cancel your membership at any time thereafter by providing Ashbourne Management Services Ltd with at least one month's prior written notice of your intention to do so. In this connection, nothing you say or write to the club and nothing the club says or writes to you will bind Ashbourne Management Services Ltd.

4. Payment

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full to Ashbourne Management Services Ltd. All subsequent membership subscriptions are payable at the beginning of the month to which they relate. Please note that additional charges may be required for certain services (e.g. sauna, massages, physiotherapy etc.).

5. Termination

Your membership may be terminated if you breach this agreement or the club's rules and the breach is (a) serious (b) has not been remedied within 7 days of receipt of a written warning or (c) is repeated within 6 months of receipt of a written warning. In that event, all sums due will become payable immediately including the balance of the minimum membership period 1%. In the event that we take action in order to obtain any sums due and owing to us by you we reserve the right to recoup in addition all reasonable costs and expenses incurred up to a maximum sum equivalent to 2 months' membership fees.

If this agreement is terminated, some or all of the money you have paid may be retained in order to defray the expenses occasioned or which might be occasioned in the future as a result of your breach.

Your Rights

The club will compensate you if you suffer a personal injury or die as a result of its negligence. The club will compensate you if you suffer any other loss as a result of its failure to carry out its obligations under this agreement provided that its failure did not occur as a result of your own fault or your loss could not have been avoided even if the club or any third parties acting on its behalf had taken reasonable care. Nothing in these terms will reduce your statutory rights. If you need further information about your statutory rights contact a Citizens' Advice Bureau.

The name and address of the club will have to be completed on the front of the form.

6. Data Protection

If you do not pay everything you owe or make any payments late Ashbourne Management Services may pass on information about you to financial and other organisations. This may affect your credit rating. Subject to that exception, your personal details will not be disclosed to outside organisations and/or individuals without your written consent.

7. Jurisdiction

This agreement will be governed by the law of England and Wales. Any disputes arising under it must be dealt with by the courts of England and Wales.