

**TERMS AND CONDITIONS**

**1. Membership**

If you sign this agreement, you will become a member of the club that is referred to overleaf. This agreement sets out the terms that will govern the relationship between us, the club that is referred to overleaf, and you, a member of our club.

**2. The Minimum Membership Period**

**YOU ARE LIABLE TO PAY THE AGREED MONTHLY MEMBERSHIP SUBSCRIPTIONS FOR THE "MINIMUM MEMBERSHIP PERIOD" AND MAY BE OBLIGED TO DO SO EVEN IF YOU WOULD PREFER TO CANCEL YOUR MEMBERSHIP.**

You have chosen the "Minimum Membership Period" referred to overleaf.

Your membership will automatically be extended once the minimum membership period has ended for consecutive one month periods unless (a) this agreement has already been terminated or (b) either party has given one month's prior written notice of its intention to cancel it.

**What happens if I change my mind within the minimum membership period?**

We will transfer your membership to another person at your request if (a) he or she agrees to become a member for the balance of your minimum membership period; (b) he or she agrees to pay an induction fee of £25 and (c) he or she is introduced to us by you.

**What happens if I lose my job, get injured, move to a new place or work or move out of the area during the minimum membership period?**

We will suspend your membership at your request if (a) you provide written confirmation that you have lost your livelihood and are in receipt of income support or (b) you provide a letter from your GP to prove that you have been advised not to use the gym due to injury or illness for that period. If so, we will review your circumstances after 2 months. If your circumstances have not changed when we review them, we will suspend your membership for a further 2 months until your membership is cancelled at your request. We will terminate your membership at your request without further obligation on your part if (a) you provide written confirmation to prove that your principal place of work has changed or (b) you provide 2 utility bills to prove that your home address has changed and your new home is more than 15 miles away from your old one.

**What happens if I no longer want to be a member after the minimum membership period?**

You are free to cancel your membership without further obligation on your part provided you give us 1 month's prior written notice of your intention to do so.

**3. Cancellation**

Either party may cancel your membership by (a) giving 1 month's prior written notice before the end of the minimum membership period or (b) by giving 1 month's prior written notice at any time thereafter.

You must provide such notice to Ashbourne Management Services Ltd at the address overleaf or such other address as Ashbourne Management Services Ltd may provide in writing to you.

We must provide such notice to you at either the address overleaf or such other address as you may provide in writing to Ashbourne Management Services Ltd.

**4. Payment**

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full, as and when they fall due, 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.).

If you fail to make payment as and when a monthly subscription falls due, Ashbourne Management Services Ltd is authorised to act on our behalf in all respects relating to the recovery of any sums due from you and may recover the same in its own name.

Please note that if Ashbourne Management Services Limited has to write to you to recover payment(s) due, you will have to pay us a further sum of £10.00 for the first reminder letter, £5.00 for the second and £5.00 for the third letter. These charges reflect a proportion of the administration cost incurred in chasing payment

**5. Termination**

This agreement may be terminated at any time by either party as set out below.

You may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you may reasonably expect.

We may terminate this agreement at any time if (a) your treatment of our members or staff falls well below the consideration that we may reasonably expect or (b) having been asked to remedy your conduct you fail to do so within 7 days of the receipt of a written warning or (c) having been asked to remedy your conduct you do the same thing again within 6 months of the receipt of a written warning.

In the event that this agreement is terminated before the minimum membership period has ended, all sums due to us plus the balance of the monthly subscriptions that would otherwise have fallen due will become payable immediately 5%.

If we terminate your membership within the minimum membership period, you will be liable to pay (i) any arrears plus (ii) all the monthly subscriptions that would have fallen due until the end of the minimum membership period less 5%.

**6. Your Responsibilities**

You must treat our members and staff with the consideration you would expect them to show to you. In particular, you must not make remarks which are rude or offensive or behave in a manner that is dishonest, indecent or aggressive.

**7. Your Rights**

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry out our obligations under this agreement, provided that our failure did not occur as a result of your own fault or our breach could not have been avoided even if we or those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights contact a Citizen's Advice Bureau.

**8. Data Protection**

If you do not pay everything you owe us or you fail to make a payment as and when it falls due Ashbourne Management Services Ltd may pass on information about that to financial and other organisations. Subject to that exception, your personal details will not be disclosed to outside organisations and/or individuals without your written consent. You are entitled to see what has been registered about you and to insist that inaccurate information is corrected.

**9. 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

**DO NOT WRITE BELOW THIS LINE**