<<INSERT NA D CONDITIONS

BACKGROUND:

These Terms and Conditions are t apply:

A. to provision to, and use b sers of any facilities and services provided by the Gym, na Gym>> **[**of <<Address>>**] OR [**a company registered in < n>> under number <<Company Registration Number>> wh t <<Address>>**]**;

B. where the Member and a lities or services of the Gym is a "consumer" as defined by t 2015.

1. Definitions and Interpreta

1.1 In these Terms an e context otherwise requires, the following expressio anings:

"Business"	trade, craft, or profession carried user of the gym or any other
"Consumer"	s defined by the Consumer Rights on to these Terms and Conditions Member or user of the Gym who acilities or services of the Gym for s personal use and for purposes e the purposes of any Business;
"Data Protection Legislation"	ection Act 1998 and the General lation (GDPR) (Regulation (EU) or replaced from time to time;
"Gym/We/Us/Our"	e of Gym>> whose place of address is **[**the same address as Other Address>>**]** and includes all of the Gym and reference to the rence to any and all facilities and
"Member/You/Your"	who is who is a Consumer and membership of the Gym has been Us, and he/she will be a Member as he/she remains a Member as ns and Conditions
"Membership"	the Gym;
"Membership Fees"	or Membership;
"Membership Plan"	eriod of Membership at any of the nbership;

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"Month" p billing period (which is not month); and

"Regulations" umer Contracts (Information, onal Charges) Regulations 2013.

1.2 Unless the context ch reference in these Terms and Conditions to:

1.2.1 "these Term reference to these Terms and Conditions **[** es**]** as amended or supplemented at the releva

1.2.2 a Clause or e to a Clause of these Terms and Conditions.

1.3 The headings used nditions are for convenience only and will have no eff f these Terms and Conditions.

1.4 Words signifying the nclude the plural and vice versa.

1.5 References to any g ther gender.

2. Membership

2.1 In order for anyone st have an active Membership **[**but not if they visit as er in which case they must be accompanied by a only use the Gym up to <<Insert Number>> times wi Period>>**]**.

2.2 You will become a nly if and when We accept Your application **[**in the f **[**in writing**][**and You have paid the Membership Fee f Your Membership**]**. Our decision whether or not to ac n Our absolute discretion.

2.3 Upon Our acceptan lication **[**and Your payment of the initial Membership F act between You and Us on these Terms and Conditio

2.4 Your Membership w Your Membership Plan, and Your use of the Gym mus ce with Your Membership Plan.

2.5 **[**The following Mem ble:

2.5.1 <<Insert Def >>;

2.5.2 <<Insert Def >>;

2.5.3 <<Insert Def >>.**]**

OR

[Details of availab may be obtained from <<Insert Location E.g. Gym sk>>.**]**

2.6 You may choose a rship Plans in Your application to join the Gym.

2.7 Subject to the canc ub-Clause 2.11 and 2.12:

2.7.1 Your Mem nimum period of <<Insert Period NOT Excee

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2.7.2 If you notif ntinue Your Membership after the end of tha ntinue indefinitely on a Month by Month rolli

2.8 You may upgrade at any time and We will increase Your Membership F

2.9 **[**You may not dow ip Plans within the first <<Insert Period>> of Your M

2.10 If You wish to dow p Plan, it will be in Our discretion whether or not to p it, You shall pay Us a downgrade fee **[**of £<<Insert shall calculate on the basis of <<Insert Method of

2.11 If You choose a n, it will replace Your original Membership Plan **[** n for the remaining duration of the original Membershi onths)**] OR [**and it will commence as a new Member he full minimum duration of that Membership Plan (f

2.12 Where the contrac not made on Our premises, the Regulations give Y his sub-Clause 2.11, and they will be in addition to the sub-Clause 2.12. You may for any reason cancel Your piry of 14 days after the date when We accept Your ap p but if We begin to provide You with any facilities nd of that period, and You have expressly requested e that end of that period, You may not cancel those p ices provided in that period once We begin to prov ust pay for an amount of the Membership fee as eriod of time over which You were provided with the re ices. If You cancel as allowed by this Sub-clause 2.1 made any payments to Us under Clause 3, We will You within 14 days of receiving Your cancellation le the particular facilities or services requested which W period. If You request that Your Membership be ca rm this in any way convenient to You. If You wish to ip in other circumstances, please refer to the followin other circumstances in which You may do so.

2.13 In addition to Your e Regulations (as set out in sub-Clause 2.11 above) Membership by giving at least one month's prior writte expiry of which Your Membership will end **BUT**:

2.13.1 If contrary Your Membership must be for the minimum p se 2.6.1 above, You give notice to end Your M om a date which is before the end of that mini ay Us Membership Fees in full for the rest of s a sum calculated on the basis of <<Insert M **OR [**less any such sum as We decide to non use of the Gym from the cancellatio minimum period; and

2.13.2 If You give mbership with effect from a date which is af m period You give notice to Us on a date oth billing date, You must pay Us Membersh ur billing date is, for example, 1st

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March, wh 2nd March Your notice period will be deemed ng date, i.e. 1st April, and so it will only take e embership as of 1st May. In that example Y Membership Fees for the *two* months 1st

2.14 You may suspend Y suffer a long-term illness, injury or pregnancy. If You v mbership You should inform Us of the suspension no d>> prior to the billing date which is the start of the M n the suspension to take effect.

2.15 We may require a n 's note or similar proof of illness or other incapacity for lause 2.13.

2.16 You may suspend asons not covered by sub-Clause 2.13. Non-medica r a minimum period of <<Insert Period>> up to a <Insert Period>>. During such suspension, norma ll be replaced with a charge of £<<Insert Sum>> p onth>>.

2.17 Periods of suspens .13 and 2.15 shall **[**not**]** form part of the minimum pe ip. **[**For example, if You have 8 months left of Your mbership and You take a 2 month suspension, You w emaining following the end of the suspension.**]**

2.18 Your Membership **[** sferred to another person. **[**If You wish to transfer Y hould inform Us of the transfer. Unless You are to embership Fees on behalf of the transferee, the tran to provide new payment details. The transferee will sums already paid by You as the original Member. **[**A t Sum>> shall be payable.**]]**

2.19 We will provide You d at the start of Your Membership. You may not ente of its facilities without a valid Membership card. ship card, You will have to pay Us a charge of £<<Inse ent.

2.20 **[**We will provide Yo ob which is used for the storage of data including a pe ramme and personal progress. If You lose a key fob, a charge of £<<Insert Sum>> for a replacement.**]**

3. Membership Fees and Pa

3.1 Membership Fees a basis.

3.2 Membership Fees n the following methods:

3.2.1 <<Insert Pay Debit>>;

3.2.2 <<Insert Pay Card>>;

3.2.3 <<Insert Fur s Needed>>.

3.3 **[**If You pay Membe bit and You wish to change Your bank or the accoun inform Us of the new bank details and the date on whi to take effect.**]**

3.4 The minimum nu ee payments required shall be determined by the M

3.5 Subject to suspens under sub-Clauses 2.13 or 2.15,

SAMPLE

You must pay Mem t Your Membership irrespective of Your non-use of the

3.6 If You fail to pay n time, You must pay Us a late payment charge of

3.7 We may deny You st any Membership Fees payable by You or other sum utstanding.

3.8 If Your Membershi a period of more than <<Insert Period>>, We may party debt collection company.

4. Gym Rules

4.1 We will give You a Rules on request but the current Membership Rules ead **[**on a notice board**] OR [**at reception**]** at the Gy

4.2 We only make Mem Consumer" (as defined in Clause 1 above), and Your a Member will be deemed to be Your confirmation that Yo t any time We find that you are not a "Consumer", We o You cancel Your Membership forthwith by giving ice provided that We refund any Membership fees r any period after the date of cancellation.

4.3 You must abide by t all times when You use the Gym. If You do not, We w or terminate Your Membership.

4.4 You are responsib of health, physical condition and wellbeing at all time

4.5 You may only use ities provided by the Gym in the correct manner an any manner which constitutes a health and safety ris ers.

4.6 You should not at ment or facilities until a suitably qualified instructor h correct use of the same.

4.7 If You have any m taking any medication which may affect Your ability t quipment or facilities provided by the Gym in any way it and act in accordance with any instructions provide

4.8 You must carry a to g the Gym and should wipe down equipment after use

4.9 You should not us the influence of alcohol or illegal drugs.

4.10 You should not use lowing a heavy meal.

4.11 You should dress a the Gym. Outdoor clothing and/or dirty clothing should be stored in the lockers provided in the changing area

4.12 **[**A women-only exe thin the Gym. Men may not enter this area unless it is gh-route to a permitted area or in cases of emergency

4.13 We do not allow an th the exception of guide dogs. If You require the us ould inform Us of that when You apply for Membersh

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4.14 We do not allow s [or anywhere else on the Gym's property (including

5. Equipment and Facilities

5.1 We have all equipm d <<Insert Interval E.g. on a Daily Basis>>. We have <<Insert Interval E.g. on a Weekly Basis or as Require

5.2 If You become aw defective equipment You should immediately cease d inform a member of Our staff.

5.3 We may withdraw E d for any reason including, but not limited to, maintena .

5.4 We make equipme on a first-come-first-served basis [subject to any agr with Us. We may give priority to disabled users, for e

6. [Car Parking Facilities

6.1 We provide car pa bers only and You may only use them when You are

6.2 We accept no liabili e which may result from Your use of the car parking f e to Our or Our staff's negligence; [and]

6.3 Membership does n ing space will be available for You to use. Parking spa st-come-first-served basis; [and]

6.4 [Disabled parking s may be used only by You and only if You use it with badge. If You park a car in a disabled parking s abled parking badge on display, Your car may be re are not the owner of the car, then the owner, shall be with the removal and subsequent recovery of their ca

7. [Classes

7.1 You must book in class, workshop or similar event provided by Us. N ces are allocated on a first-come-first-served basis.

7.2 If a class requires ditional fee over and above the Membership Fee, Y e of booking.

7.3 If a class requires s r, or other items which You must provide, details of ose requirements. If You do not comply with those not allow You to participate in the class.

7.4 When You attend a at least <<Insert Period>> before the scheduled time rive later than this time, You risk losing Your place in mber even if You have booked it. We are not obliged er to take up Your place in that case, but We may i em to do so, and, if We do so, We will refund You any paid for that class.

7.5 If a class involves nd You arrive after the warm-up session has begun, o participate in the class for health and safety reasons.

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8. [Swimming Pool

8.1 If You use the pool, and all safety notices posted in the pool area.

8.2 If an additional fee bership Fee is required for use of the pool, You must pool area.

8.3 You must store all c sonal items in the lockers provided in the changing area

8.4 You must shower b

8.5 Swimmers under th (“children” for the purposes of this Clause) must be ac No more than <<Insert Number>> children may be sup ess by prior arrangement with Us.

8.6 You may not use ent including, but not limited to cameras and mo e pool area without Our prior authorisation.

8.7 If You use the pool, ctions given by the lifeguard.

8.8 If a lifeguard is not p e the pool.

8.9 You must not use th nfluence of alcohol or illegal drugs.

8.10 You should not use owing a heavy meal.**]**

9. [Tanning Facilities

9.1 Sunbeds and/or tan ooked in advance with payment at the time of booking a first-come-first-served basis with payment at the time

9.2 You should consult health and safety guidelines prior to using a sunbed structions and health and safety guidelines are avail on E.g. Reception Desk>>.

9.3 You must wear app t all times when using sunbeds or tanning booths. E ble from <<Insert Location E.g. Reception Desk>> nces should You wear personal sunglasses as they level of protection.**]**

10. Limitation of Liability

10.1 We will be responsib ss or damage that You may suffer as a result of Our br d Conditions or as a result of Our negligence. Loss or f it is an obvious consequence of Our breach or negli plated by You and Us when Our contract with You is c esponsible for any loss or damage that is not foreseeabl

10.2 We only provide or s ervices to You as a Consumer for Your personal and We make no warranty or representation that p r materials that We provide or sell are fit for commercia de, craft or professional purposes of any kind (including liable to You for any loss of profit, loss of business, inte r any loss of business opportunity.

10.3 Nothing in these Ter nded to or will exclude or limit Our liability for death or p Our negligence (including that of Our employees, ag s); or for fraud or fraudulent

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misrepresentation.

10.4 Furthermore, if you a ined by the Consumer Rights Act 2015, or a consum any other consumer protection legislation, nothing in tions is intended to or will exclude, limit, prejudice, or ot ur duties or obligations to You, or Your rights or remedi , under:

10.4.1 the Consume

10.4.2 the Regulatio

10.4.3 the Consume

10.4.4 any other con on

as that legislation is a e.

For more details of Y efer to Your local Citizens' Advice Bureau or Trading St

11. Changes to Terms and C

We may, from time to time and Conditions without giving You notice, but We will use O urs to inform You as soon as is reasonably possible of any

12. How We Use Your Perso otection)

12.1 In so far as estab d ending Your Membership and providing facilities a olves Us in collecting, using, or holding or otherwise tained from You which is personal data (including, but n and address), We shall only do so with Your express nce with any lawful instructions reasonably given by , and the provisions of the Data Protection Legislatio that Data Protection Legislation and these Terms and

12.2 We may use Your pe ows:

12.2.1 To establish, ur Membership and provide Our facilities and s

12.2.2 To process Y ies and services;

12.2.3 in certain ci xample, You wish to pay for Membership n credit), and with Your consent, We may pass n on to credit reference agencies. These agenci e Data Protection Legislation and should use an ormation accordingly; and

12.2.4 We will not pa ormation to any other third parties without first o rmission.

13. Regulations

We are required by the R at certain information is given or made available to You as make Our contract with You (i.e. before We accept Your ap) except where that information is already apparent from t saction. We have included the information itself either in t ns for You to see now, or We will make it available to You b application for Membership. All of that information will, as re ns, be part of the terms of Our

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contract with You as a Con

14. Information

As required by the Regulat

14.1 all of the informatio ; and

14.2 any other informati about any Membership, facilities, services or the Gy ccount when deciding to make an application for Me ng any other decision about the facilities or services

will be part of the terms of a Consumer.

15. Complaints

We always welcome feed rs and, whilst We always use all reasonable endeavours to ience as a customer of Ours is a positive one, We neverthe You if You have any cause for complaint. If You have a facilities, services or any other complaint about the Gym ase raise the matter with <<insert name of person to contact d at the Gym **[**or << by phone or email or post>>**]**.

16. No Waiver

No failure or delay by Us ny rights under these Terms and Conditions means that We right, and no waiver by Us or You of a breach of any provisi Conditions means that We or You will waive any subsequent y other provision.

17. Severance

If any provision of these T eld by any competent authority to be invalid or unenforceabl validity of the other provisions of these Terms and Conditio the provision in question shall not be affected.

18. Law and Jurisdiction

18.1 These Terms and C and the relationship between you and Us (whether se) shall be governed by, and construed in accord gland & Wales**] [**Northern Ireland**] [**Scotland**]**.

18.2 As a consumer, yo andatory provisions of the law in your country of res Clause 18.1 above takes away or reduces your rights those provisions.

18.3 Any dispute, contro aim between you and Us relating to these Terms and t, or the relationship between you and Us (whether co hall be subject to the jurisdiction of the courts of Englar Northern Ireland, as determined by your residency.

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