## <<INSERT NAI

#### **BACKGROUND:**

These Terms and Conditions are t

- A. to provision to, and use by provided by the Gym, national company registered in 
   Registration Number>> wh
- B. where the Member and a "consumer" as defined by t

#### 1. Definitions and Interpreta

In these Terms an following expression

"Business"

"Consumer"

"Data Protection Legislation"

"Gym/We/Us/Our"

"Member/You/Your"

"Membership"

"Membership Fees"

"Membership Plan"

# CONDITIONS

apply:

sers of any facilities and services Gym>> [of <<Address>>] **OR** [a n>> under number <<Company t <<Address>>];

lities or services of the Gym is a 2015.

e context otherwise requires, the anings:

trade, craft, or profession carried user of the gym or any other

s defined by the Consumer Rights on to these Terms and Conditions lember or user of the Gym who acilities or services of the Gym for s personal use and for purposes the purposes of any Business;

ection Act 1998 and the General lation (GDPR) (Regulation (EU) or replaced from time to time;

ne 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

who is who is a Consumer and nembership of the Gym has been Us, and he/she will be a Member as he/she remains a Member as and Conditions

the Gym;

or Membership;

eriod of Membership at any of the hbership;





#### "Month"

#### "Regulations"

- 1.2 Unless the context Conditions to:
  - 1.2.1 "these Term Conditions [ at the releva
  - 1.2.2 a Clause or Conditions.
- 1.3 The headings used and will have no effort
- 1.4 Words signifying the
- 1.5 References to any

## 2. Membership

- 2.1 In order for anyone not if they visit as accompanied by a Number>> times wi
- 2.2 You will become a application [in the form the form the form the form to accordance to the form to accordance to the form the
- 2.3 Upon Our acceptar initial Membership Farms and Condition
- 2.4 Your Membership v use of the Gym mus
- 2.5 The following Mem
  - 2.5.1 <<Insert De
  - 2.5.2 <<Insert De
  - 2.5.3 <<Insert De

## OR

[Details of availab Location E.g. Gym

- 2.6 You may choose a join the Gym.
- 2.7 Subject to the cance
  - 2.7.1 Your Mem NOT Excee



p billing period (which is not month); and

umer Contracts (Information, onal Charges) Regulations 2013.

th reference in these Terms and

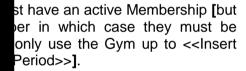
reference to these Terms and es] as amended or supplemented

e to a Clause of these Terms and

nditions are for convenience only of these Terms and Conditions.

clude the plural and vice versa.

ther gender.



nly if and when We accept Your [in writing][and You have paid the Your Membership]. Our decision in Our absolute discretion.

lication [and Your payment of the act between You and Us on these

Your Membership Plan, and Your ce with Your Membership Plan.

ble:

>>;

>>;

>>.]

may be obtained from <<Insert

rship Plans in Your application to

ub-Clause 2.11 and 2.12:

nimum period of <<Insert Period

2.7.2 If you notife end of the Month rolling

- 2.8 You may upgrade Your Membership F
- 2.9 [You may not dow Period>> of Your M
- 2.10 If You wish to dow whether or not to p fee [of £<<Insert \$\le \text{Insert Method of } \]
- 2.11 If You choose a Membership Plan [a original Membership as a new Member Membership Plan (f
- 2.12 Where the contract Regulations give Y be in addition to the reason cancel Your We accept Your ar with any facilities d expressly requested not cancel those p We begin to prov Membership fee as provided with the re this Sub-clause 2.1 Clause 3, We will Your cancellation le requested which W Membership be cal You. If You wish to refer to the followin may do so.
- 2.13 In addition to Your Clause 2.11 above) month's prior writte will end **BUT**:
  - 2.13.1 If contrary minimum p end Your N of that minimum the rest of <<Insert M decide to cancellation
  - 2.13.2 If You give which is af a date oth Membersh

ntinue Your Membership after the ntinue indefinitely on a Month by

at any time and We will increase

ip Plans within the first <<Insert

p Plan, it will be in Our discretion it, You shall pay Us a downgrade shall calculate on the basis of

n, it will replace Your original for the remaining duration of the onths)] OR [and it will commence he full minimum duration of that

not made on Our premises, the his sub-Clause 2.11, and they will sub-Clause 2.12. You may for any biry of 14 days after the date when b but if We begin to provide You nd of that period, and You have e that end of that period, You may ices provided in that period once ust pay for an amount of the eriod of time over which You were rices. If You cancel as allowed by made any payments to Us under You within 14 days of receiving the particular facilities or services period. If You request that Your rm this in any way convenient to ip in other circumstances, please other circumstances in which You

ne Regulations (as set out in sublembership by giving at least one expiry of which Your Membership

Your Membership must be for the se 2.6.1 above, You give notice to om a date which is before the end ay Us Membership Fees in full for s a sum calculated on the basis of OR [less any such sum as We non use of the Gym from the minimum period; and

mbership with effect from a date m period You give notice to Us on billing date, You must pay Us ur billing date is, for example, 1st March, who be deemed only take example amonths 1st

- 2.14 You may suspend \ pregnancy. If You \ the suspension no is the start of the Me
- 2.15 We may require a n other incapacity for
- 2.16 You may suspend
  2.13. Non-medica
  Period>> up to a
  suspension, norma
  £<<Insert Sum>> p
- 2.17 Periods of suspens of the minimum per months left of Your suspension, You was suspension.]
- 2.18 Your Membership [wish to transfer You have to transferee, the transferee will original Member. [A
- 2.19 We will provide You You may not entended Membership card. a charge of £<< lnse
- 2.20 [We will provide Yo data including a pe You lose a key fob, a replacement.]

### 3. Membership Fees and Pa

- 3.1 Membership Fees a
- 3.2 Membership Fees n
  - 3.2.1 <<Insert Pay
  - 3.2.2 << Insert Pay
  - 3.2.3 <<Insert Fur
- 3.3 [If You pay Membe bank or the accoun and the date on whi
- 3.4 The minimum nur determined by the N
- 3.5 Subject to suspens

2nd March Your notice period will ng date, i.e. 1st April, and so it will embership as of 1st May. In that Membership Fees for the <u>two</u>

suffer a long-term illness, injury or mbership You should inform Us of d>> prior to the billing date which the suspension to take effect.

's note or similar proof of illness or lause 2.13.

asons not covered by sub-Clause or a minimum period of <<Insert <Insert Period>>. During such all be replaced with a charge of lonth>>.

2.13 and 2.15 shall [not] form part lip. [For example, if You have 8 nbership and You take a 2 month smaining following the end of the

sferred to another person. [If You hould inform Us of the transfer. embership Fees on behalf of the to provide new payment details. sums already paid by You as the t Sum>> shall be payable.]

d at the start of Your Membership.

of its facilities without a valid ship card, You will have to pay Usent.

ob which is used for the storage of ramme and personal progress. If a charge of £<<Insert Sum>> for

basis.

the following methods:

Debit>>;

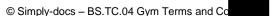
Card>>;

s Needed>>.

bit and You wish to change Your inform Us of the new bank details to take effect.]

ee payments required shall be

under sub-Clauses 2.13 or 2.15,



You must pay Mem Your non-use of the

- 3.6 If You fail to pay payment charge of
- 3.7 We may deny You by You or other sun
- 3.8 If Your Membershi Period>>, We may

## 4. Gym Rules

- 4.1 We will give You a Membership Rules reception] at the Gy
- 4.2 We only make Mem above), and Your a confirmation that You a "Consumer", We forthwith by giving Membership fees cancellation.
- 4.3 You must abide by If You do not, We w
- 4.4 You are responsib wellbeing at all time
- 4.5 You may only use correct manner and health and safety ris
- 4.6 You should not at qualified instructor h
- 4.7 If You have any m affect Your ability t the Gym in any way instructions provide
- 4.8 You must carry a to equipment after use
- 4.9 You should not use drugs.
- 4.10 You should not use
- 4.11 You should dress a dirty clothing should in the changing are:
- 4.12 [A women-only exe this area unless it is cases of emergency
- 4.13 We do not allow an You require the use apply for Membersh

t Your Membership irrespective of

n time, You must pay Us a late

st any Membership Fees payable itstanding.

a period of more than <<Insert party debt collection company.

Rules on request but the current ad [on a notice board] OR [at

consumer" (as defined in Clause 1 lember will be deemed to be Your tany time We find that you are not o You cancel Your Membership ice provided that We refund any rany period after the date of

t all times when You use the Gym. or terminate Your Membership.

of health, physical condition and

lities provided by the Gym in the any manner which constitutes a ers.

ment or facilities until a suitably correct use of the same.

aking any medication which may quipment or facilities provided by it and act in accordance with any

g the Gym and should wipe down

the influence of alcohol or illegal

lowing a heavy meal.

the Gym. Outdoor clothing and/or be stored in the lockers provided

thin the Gym. Men may not enter igh-route to a permitted area or in

th the exception of guide dogs. If nould inform Us of that when You

4.14 We do not allow s property (including

#### 5. **Equipment and Facilities**

- We have all equipn 5.1 Basis>>. We have Basis or as Require
- 5.2 If You become aw immediately cease
- 5.3 We may withdraw E limited to, maintena
- 5.4 We make equipme subject to any agr disabled users, for e

#### [Car Parking Facilities 6.

- We provide car pa them when You are
- 6.2 We accept no liabili of the car parking f [and]
- 6.3 Membership does n to use. Parking spa
- 6.4 [Disabled parking s if You use it with disabled parking si Your car may be re the owner, shall be recovery of their cal

#### 7. [Classes

- 7.1 You must book in provided by Us. No first-served basis.
- 7.2 If a class requires Membership Fee, Y
- 7.3 If a class requires provide, details of comply with those class.
- 7.4 When You attend a the scheduled time losing Your place in We are not obliged case, but We may i will refund You any
- 7.5 If a class involves session has begun,

[or anywhere else on the Gym's

d <<Insert Interval E.g. on a Daily <<Insert Interval E.g. on a Weekly

defective equipment You should d inform a member of Our staff.

d for any reason including, but not

on a first-come-first-served basis with Us. We may give priority to

ers only and You may only use

e which may result from Your use to Our or Our staff's negligence:

ing space will be available for You st-come-first-served basis; [and]

may be used only by You and only badge. If You park a car in a abled parking badge on display, are not the owner of the car, then with the removal and subsequent

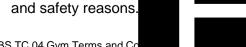
class, workshop or similar event ces are allocated on a first-come-

ditional fee over and above the of booking.

r, or other items which You must bse requirements. If You do not ot allow You to participate in the

at least << Insert Period>> before rive later than this time. You risk mber even if You have booked it. ber to take up Your place in that em to do so, and, if We do so, We baid for that class.

hd You arrive after the warm-up o participate in the class for health



## 8. [Swimming Pool

- 8.1 If You use the pool, pool area.
- 8.2 If an additional fee the pool, You must
- 8.3 You must store all of in the changing area
- 8.4 You must shower b
- 8.5 Swimmers under th Clause) must be ac children may be sur
- 8.6 You may not use cameras and mol authorisation.
- 8.7 If You use the pool,
- 8.8 If a lifeguard is not
- 8.9 You must not use th
- 8.10 You should not use

## 9. [Tanning Facilities

- 9.1 Sunbeds and/or tar the time of booking payment at the time
- 9.2 You should consult to using a sunbed guidelines are avail
- 9.3 You must wear app tanning booths. E Reception Desk>> sunglasses as they

#### 10. Limitation of Liability

- 10.1 We will be responsib as a result of Our br negligence. Loss or Our breach or negligent contract with You is on that is not foreseeable
- 10.2 We only provide or s Your personal and representation that p are fit for commercia of any kind (including loss of business, inte
- 10.3 Nothing in these Terr liability for death or p Our employees, ac

and all safety notices posted in the

nbership Fee is required for use of pool area.

onal items in the lockers provided

("children" for the purposes of this No more than <<Insert Number>> ess by prior arrangement with Us.

ent including, but not limited to pool area without Our prior

ctions given by the lifeguard.

the pool.

ofluence of alcohol or illegal drugs.

owing a heavy meal.]

poked in advance with payment at a first-come-first-served basis with

health and safety guidelines prior structions and health and safety on E.g. Reception Desk>>.

t all times when using sunbeds or ple from <<Insert Location E.g. nces should You wear personal level of protection.]

ss or damage that You may suffer d Conditions or as a result of Our f it is an obvious consequence of plated by You and Us when Our esponsible for any loss or damage

ervices to You as a Consumer for We make no warranty or r materials that We provide or sell de, craft or professional purposes liable to You for any loss of profit, r any loss of business opportunity.

nded to or will exclude or limit Our
Our negligence (including that of
s); or for fraud or fraudulent

misrepresentation.

10.4 Furthermore, if you a 2015, or a consum legislation, nothing in limit, prejudice, or ot Your rights or remedi

10.4.1 the Consume

10.4.2 the Regulation

10.4.3 the Consumer

10.4.4 any other con

as that legislation is a

For more details of Y Bureau or Trading St

### 11. Changes to Terms and C

We may, from time to time notice, but We will use C reasonably possible of any

#### 12. How We Use Your Person

- 12.1 In so far as estab providing facilities a holding or otherwise data (including, but n with Your express reasonably given by Protection Legislatio and these Terms and
- 12.2 We may use Your pe
  - 12.2.1 To establish, facilities and s
  - 12.2.2 To process Yo
  - 12.2.3 in certain ci Membership o We may pass These agenci should use an
  - 12.2.4 We will not pa without first of

## 13. Regulations

We are required by the R made available to You as before We accept Your ap already apparent from the information itself either in the make it available to You to that information will, as re-

ined by the Consumer Rights Act any other consumer protection tions is intended to or will exclude, ar duties or obligations to You, or under:

on

e.

efer to Your local Citizens' Advice

and Conditions without giving You urs to inform You as soon as is

### otection)

I ending Your Membership and olves Us in collecting, using, or tained from You which is personal and address), We shall only do so ince with any lawful instructions, and the provisions of the Datar that Data Protection Legislation

ows:

ır Membership and provide Our

ies and services;

xample, You wish to pay for n credit), and with Your consent, on on to credit reference agencies. e Data Protection Legislation and prmation accordingly; and

ormation to any other third parties rmission.

at certain information is given or make Our contract with You (i.e.) except where that information is saction. We have included the ons for You to see now, or We will application for Membership. All of ons, be part of the terms of Our

contract with You as a Con

#### 14. Information

As required by the Regulat

- 14.1 all of the information
- 14.2 any other information services or the Gyr application for Mer facilities or services

will be part of the terms of

#### 15. Complaints

We always welcome feed reasonable endeavours to positive one, We neverthe complaint. If You have a complaint about the Gym name of person to contact email or post>>].

#### 16. No Waiver

No failure or delay by Us Conditions means that We of a breach of any provision will waive any subsequent

### 17. Severance

If any provision of these Tobe invalid or unenforceable these Terms and Condition be affected.

#### 18. Law and Jurisdiction

- 18.1 These Terms and ( and Us (whether construed in accord [Scotland].
- 18.2 As a consumer, yo your country of res reduces your rights
- 18.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar your residency.

and

about any Membership, facilities, ccount when deciding to make an ng any other decision about the

a Consumer.

rs and, whilst We always use all ience as a customer of Ours is a You if You have any cause for facilities, services or any other ase raise the matter with <<insert of at the Gym [or << by phone or

ny rights under these Terms and right, and no waiver by Us or You Conditions means that We or You y other provision.

eld by any competent authority to validity of the other provisions of the provision in question shall not

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

nandatory provisions of the law in Clause 18.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of Jorthern Ireland, as determined by