

BACKGROUND:

These Terms and Conditions are to apply:

- A. to provision to, and use by members of any facilities and services provided by the Gym, name of the Gym>> [of <<Address>>] **OR** [a company registered in <<Country>> under number <<Company Registration Number>> which is located at <<Address>>];
- B. where the Member and all users of the facilities or services of the Gym is a consumer as defined by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Business” means any trade, craft, or profession carried out for the purposes of any Business; or the user of the gym or any other user of the gym;

“Consumer” means a natural person who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who is not a Member or user of the Gym who uses the facilities or services of the Gym for his or her personal use and for purposes other than the purposes of any Business;

“Gym/We/Us/Our” means the place of Gym>> whose place of business address is [the same address as <<Address>>] and includes all facilities and reference to the facilities and reference to any and all facilities and services of the Gym;

“Member/You/Your” means a person who is who is a Consumer and who has entered into a membership of the Gym has been a Member of Us, and he/she will be a Member as he/she remains a Member as defined in these Terms and Conditions;

“Membership” means membership of the Gym;

“Membership Fees” means fees payable for Membership;

“Membership Plan” means a period of Membership at any of the Membership Plans;

“Month” means a calendar month or a 30 day billing period (which is not a calendar month); and

“Regulations” means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.



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1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "these Terms and Conditions [including any Schedules] as amended or supplemented at the relevant time;"

1.2.2 a Clause or Section of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on the interpretation of these Terms and Conditions.

1.4 Words signifying the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Membership

2.1 In order for anyone to use the Gym, they must have an active Membership [but not if they visit as a guest, in which case they must be accompanied by a Member]. A Member may only use the Gym up to <<Insert Number>> times within <<Insert Period>>].

2.2 You will become a Member only if and when We accept Your application [in the form of a Membership Application] [in writing] [and You have paid the Membership Fee for Your Membership]. Our decision to accept or reject Your application is in Our absolute discretion.

2.3 Upon Our acceptance of Your application [and Your payment of the initial Membership Fee], the contract between You and Us on these Terms and Conditions shall be deemed to have been entered into.

2.4 Your Membership will entitle you to use of the Gym pursuant to Your Membership Plan, and Your use of the Gym must be in accordance with Your Membership Plan.

2.5 [The following Membership Plans are available:

2.5.1 <<Insert Description of Membership Plan 1>>;

2.5.2 <<Insert Description of Membership Plan 2>>;

2.5.3 <<Insert Description of Membership Plan 3>>.]

OR

[Details of available Membership Plans may be obtained from <<Insert Location E.g. Gym Name or Website>>.]

2.6 You may choose a particular Membership Plan in Your application to join the Gym.

2.7 Subject to the cancellation provisions in sub-Clause 2.11 and 2.12:

2.7.1 Your Membership shall be for a minimum period of <<Insert Period>>.

2.7.2 If you notify Us in writing that you wish to continue Your Membership after the end of that period, You shall be deemed to continue indefinitely on a Month by Month rolling basis.

2.8 You may upgrade Your Membership Plan at any time and We will increase the price of Your Membership Plan accordingly.

2.9 [You may not downgrade Your Membership Plan within the first <<Insert Period>> of Your Membership.]

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3. Membership Fees and Pa

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Period>>, We may

party debt collection company.

4. Gym Rules

4.1 We will give You a copy of the current Membership Rules on request but the current Membership Rules shall be available to You at the reception] at the Gym.

Membership Rules on request but the current Membership Rules shall be available to You at the reception] OR [at

4.2 We only make Membership available to a "Consumer" (as defined in Clause 1 above), and Your acceptance of the Membership Rules shall be deemed to be Your confirmation that You are a "Consumer". If at any time We find that you are not a "Consumer", We shall terminate Your Membership forthwith by giving You written notice provided that We refund any Membership fees paid to You for any period after the date of cancellation.

"Consumer" (as defined in Clause 1 above), and Your acceptance of the Membership Rules shall be deemed to be Your confirmation that You are not a "Consumer", We shall terminate Your Membership forthwith by giving You written notice provided that We refund any Membership fees paid to You for any period after the date of

4.3 You must abide by the Membership Rules at all times when You use the Gym. If You do not, We will suspend or terminate Your Membership.

at all times when You use the Gym. If You do not, We will suspend or terminate Your Membership.

4.4 You are responsible for your own health, physical condition and wellbeing at all times when You use the Gym.

of health, physical condition and wellbeing at all times when You use the Gym.

4.5 You may only use the facilities provided by the Gym in the correct manner and in a safe manner which does not constitute a health and safety risk to other members.

facilities provided by the Gym in the correct manner and in a safe manner which does not constitute a health and safety risk to other members.

4.6 You should not attempt to use any equipment or facilities until a suitably qualified instructor has advised you of the correct use of the same.

equipment or facilities until a suitably qualified instructor has advised you of the correct use of the same.

4.7 If You have any medical condition which may affect Your ability to use the Gym in any way, You should inform Us of it and act in accordance with any instructions provided by your medical practitioner.

taking any medication which may affect Your ability to use the Gym in any way, You should inform Us of it and act in accordance with any instructions provided by your medical practitioner.

4.8 You must carry a towel with You when using the Gym and should wipe down equipment after use.

g the Gym and should wipe down equipment after use.

4.9 You should not use the Gym under the influence of alcohol or illegal drugs.

the influence of alcohol or illegal drugs.

4.10 You should not use the Gym following a heavy meal.

following a heavy meal.

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

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

4.12 [A women-only exercise area is available within the Gym. Men may not enter this area unless it is a permitted area or in cases of emergency.

within the Gym. Men may not enter this area unless it is a permitted area or in cases of emergency.

4.13 We do not allow animals in the Gym with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You apply for Membership.

with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You apply for Membership.

4.14 We do not allow smoking on the Gym's property (including the Gym).

[or anywhere else on the Gym's property (including the Gym).

5. Equipment and Facilities

5.1 We have all equipment available to You on a <<Insert Interval E.g. on a Daily Basis>>. We have all facilities available to You on a <<Insert Interval E.g. on a Weekly Basis or as Required>>.

d <<Insert Interval E.g. on a Daily Basis>>. We have all facilities available to You on a <<Insert Interval E.g. on a Weekly Basis or as Required>>.

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- 5.2 If You become aware of defective equipment You should immediately cease use and inform a member of Our staff.
- 5.3 We may withdraw Equipment for any reason including, but not limited to, maintenance.
- 5.4 We make equipment available on a first-come-first-served basis [subject to any agreement] with Us. We may give priority to disabled users, for example.

6. [Car Parking Facilities]

- 6.1 We provide car parking spaces for Members only and You may only use them when You are a Member.
- 6.2 We accept no liability for damage which may result from Your use of the car parking facilities due to Our or Our staff's negligence; [and]
- 6.3 Membership does not entitle You to use. Parking spaces will be available for You on a first-come-first-served basis; [and]
- 6.4 [Disabled parking spaces] may be used only by You and only if You use it with a valid disabled parking badge. If You park a car in a disabled parking space with a valid disabled parking badge on display, Your car may be repossessed if You are not the owner of the car, then the owner, shall be responsible for the recovery of their car with the removal and subsequent recovery of their car.

7. [Classes]

- 7.1 You must book in advance for a class, workshop or similar event provided by Us. No places are allocated on a first-come-first-served basis.
- 7.2 If a class requires an additional fee over and above the Membership Fee, You must pay the fee at the time of booking.
- 7.3 If a class requires special equipment, car, or other items which You must provide, details of those requirements. If You do not comply with those requirements, We will not allow You to participate in the class.
- 7.4 When You attend a class at least <<Insert Period>> before the scheduled time, You must arrive later than this time, You risk losing Your place in the class. We are not obliged to take up Your place in that case, but We may invite another Member to do so, and, if We do so, We will refund You any fee paid for that class.
- 7.5 If a class involves physical activity and You arrive after the warm-up session has begun, You must be able to participate in the class for health and safety reasons.

8. [Swimming Pool]

- 8.1 If You use the pool, You must read and all safety notices posted in the pool area.
- 8.2 If an additional fee over and above the Membership Fee is required for use of the pool, You must pay the fee at the time of booking.

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- 8.3 You must store all of your personal items in the lockers provided in the changing area.
- 8.4 You must shower before using the pool.
- 8.5 Swimmers under the age of 16 ("children" for the purposes of this Clause) must be accompanied by a parent or guardian. No more than <<Insert Number>> children may be supervised by prior arrangement with Us.
- 8.6 You may not use mobile phones, cameras and mobile devices in the pool area without Our prior authorisation.
- 8.7 If You use the pool, You must follow the instructions given by the lifeguard.
- 8.8 If a lifeguard is not present, You must follow the instructions given by the pool.
- 8.9 You must not use the pool under the influence of alcohol or illegal drugs.
- 8.10 You should not use the pool following a heavy meal.]

9. [Tanning Facilities

- 9.1 Sunbeds and/or tanning booths must be booked in advance with payment at the time of booking. Sunbeds are available on a first-come-first-served basis with payment at the time of use.
- 9.2 You should consult Us for health and safety guidelines prior to using a sunbed. Health and safety instructions and health and safety guidelines are available on E.g. Reception Desk>>.
- 9.3 You must wear appropriate eye protection at all times when using sunbeds or tanning booths. Eye protection is available for hire from <<Insert Location E.g. Reception Desk>>. You must wear sunglasses as they provide a minimum level of protection.]

10. Limitation of Liability

- 10.1 We will be responsible for any loss or damage that You may suffer as a result of Our breach of contract or negligence. Loss or damage will not be recoverable if it is an obvious consequence of Our breach or negligence. Our liability under this contract with You is limited to the extent that is not foreseeable.
- 10.2 We only provide or sell goods and services to You as a Consumer for personal or domestic use. We make no warranty or representation that goods or materials that We provide or sell are fit for commercial, industrial, trade, craft or professional purposes. We are not liable to You for any loss of profit, loss of business, or any loss of business opportunity.
- 10.3 Nothing in these Terms is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 10.4 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms is intended to or will exclude, limit, prejudice, or otherwise restrict Our duties or obligations to You, or Your rights or remedies, under:

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11. Changes to Terms and C

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

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal name, e.g. Privacy Notice>

set out in Our <<insert document location(s)>>.

13. Regulations

We are required by the R made available to You as before We accept Your ap already apparent from th information itself either in t make it available to You b that information will, as re contract with You as a Con

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

14. Information

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

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a Consumer.

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>>].

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 d at the Gym [or << by phone or

16. No Waiver

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Conditions means that We will waive any subsequent

right, and no waiver by Us or You
Conditions means that We or You
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17. Severance

If any provision of these T
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these Terms and Condition
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18. Law and Jurisdiction

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