

The Gym Group – Membership Agreement

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Introduction

This is an Agreement between you (the Member), and The Gym Limited, a company registered in England And Wales (registration number 05659669), whose registered office is at 5th Floor, One Croydon, 12 - 16 Addiscombe Road, Croydon, CR0 0XT (“The Gym”, “us” or “we”).

By completing the joining process at our website and becoming a Member of The Gym, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

Definitions

- **Administration Fee:** our fees raised for changing membership terms or arising out of any breach of the terms as set out on our website.
- **Gym Membership Rules:** the rules governing your conduct as set out on our website at <https://www.thegymgroup.com/legal/the-gym-membership-rules/>.
- **Joining Fee:** the amount notified to you as part of the website joining process as a one-off fee payable for membership.
- **Massage Therapy:** services provided directly to you which do not form part of this Membership Agreement and are subject to a separate agreement between you and the therapist.
- **Member Area:** the online portal for Gym members at www.thegymgroup.com/member-area
- **Membership:** your contractual relationship with us, which can be on various different terms, some of which are only available at certain gyms, as follows:
 - **Annual Membership:** a membership that is paid upfront and had a fixed term of 12 months.
 - **Bundle Membership:** a membership giving access to more than one gym location.
 - **DO IT. Membership:** a membership for one specified gym.

- **LIVE IT. Membership:** a membership that offers a range of benefits including access to multiple gym locations, the ability to bring different friends with you each calendar month, unlimited FitQuest fitness and body composition measurements, and a selection of discounts & perks. See relevant section below for more details.
- **Off-Peak Membership:** a membership that allows the holder to enter The Gym during specified times of the day, currently Monday to Friday: 9:00-11:00; 14:00-16:00; 20:00- 22:00; and Saturday & Sunday 10:00-17:00.
- **Solo Membership:** a membership for one specified gym.
- **Student Membership:** Membership available to Students only, with a fixed duration, and subject to the separate student terms and conditions set out herein.
- **Twin Membership:** Membership for two specified gyms.
- **Monthly Membership Amount:** the amount you agree to pay each month for your Membership. Only applies to certain types of Membership.
- **Membership Amount:** the amount you agree to pay upfront for your fixed term Membership. Only applies to certain types of membership.
- **Personal Training Sessions:** sessions booked by you directly with an independent self-employed trainer which do not form part of this agreement and are not provided by The Gym and are subject to a separate agreement between you and the individual.
- **Sports Therapy:** Services provided directly to you which do not form part of this membership and are subject to a separate agreement between you and the therapist.

Starting your Membership

1. Our joining process is an online process. Full membership prices and options can be found on our website (www.thegymgroup.com), to be selected by you as part of the joining process. By completing the online joining process and becoming a Member of The Gym, you are accepting all the terms and conditions in this Membership Agreement (insofar as they are applicable). You should only join if you have read them and accept them.
2. This Membership Agreement starts once you have accepted the terms during the online joining process. By accepting the terms, you are agreeing to pay any applicable Joining Fee, Administration Fee, Membership Amount and Monthly Membership Amount. These are shown at the start of the joining process and again before you confirm your payment instruction.
3. You may choose during the online joining process to start your Membership either immediately or one month from the date that you accept the terms. We may inform you during the online joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.
4. You agree to comply with the Gym Membership Rules and you agree to use the gym facilities and equipment in the proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
5. You confirm that you are at least 16 years old.
6. You will be liable for any damage caused to our equipment or facilities through your negligent use.

7. You agree to tell us immediately of any changes to your personal details, including contact information; this should be done in the online Member Area.

Using the gym

8. You are entitled to access and to use the gym or gyms defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.
9. We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym or gyms you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.
10. Members with an Off-Peak Membership will be able to enter the gym during specified times only, as set-out in the Definition of Off-Peak Membership above.

Changing your Membership

11. Some Membership types can be changed. Fees may apply. Details can be found online in the Member Area.
12. If you make regular Monthly Membership Amount payments you may Freeze your Membership at any time and for any period, using the online Member Area. When your Membership is frozen, your PIN number will be deactivated and you will pay a reduced Monthly Membership Amount.
13. If you have a discounted Membership and you change to a new Membership product, you will waive the right to the discount on the original Membership and pay the standard price on the new Membership.
14. If you have a discounted Membership and your Membership is terminated, you will waive the right to the discount and pay the advertised Membership Amount or Monthly Membership Amount if you later choose to re-join The Gym.
15. If you benefit from a Bundle Membership you may select two gyms in addition to your home gym that you would like to be able to access. This can be done online in the Member Area. You may change your selections at any time, free of charge. These changes may take up to 20 minutes to come into effect.
16. We reserve the right to change the access privileges of members with Membership packages that allow access to multiple gym locations.
17. We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including at least 2 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

Managing your permissions and data

18. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy, available at <https://www.thegymgroup.com/privacy-cookie-policy/>.
19. For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security at all our gyms. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy, available at <https://www.thegymgroup.com/privacy-cookie-policy/>. Access to such footage will also be governed by the provisions of that policy.
20. We will securely store personal data including membership information and recorded CCTV footage in accordance with our privacy policy which is available at <https://www.thegymgroup.com/privacy-cookie-policy/>
21. You can contact us with any queries or concerns by emailing membership@thegymgroup.com from (or quoting) the email address that we hold for you.

Special terms for LIVE IT. Memberships

22. As a LIVE IT. member, you may select 4 gyms that you would like to be able to access in addition to your home gym. This can be done online in the Member Area. You may change your selections at any time, free of charge; these changes will take up to 20 minutes to come into effect. You can choose and access any gym in our estate without changing your direct debit sum, however, as the price of a LIVE IT. Membership differs by gym, should you use a more expensive gym more frequently than your home gym within any month, you will receive a surcharge at the end of that month for the difference in price.
23. As a LIVE IT. member, you can invite up to 4 friends a month to join you for a gym session. This can be done online in the 'Bring a friend' section in the Member Area. When you use the 'Bring a friend' benefit you confirm that you are bringing a friend to join your training session and agree to both comply with the Gym Membership Rules. You can only invite the same friend twice each month. Unused invitations can be cancelled up until they have been accepted. On the 1st of every month all invites will be refreshed and you will have 4 new invites to use. Any unused invites at the end of the month do not rollover to the following month.
24. As a LIVE IT. member, you can benefit from a range of discounts & perks from a selection of our external partners. The partners are responsible for establishing a separate set of terms & conditions with you. The Gym cannot be held responsible for the goods or services provided by these suppliers.

Special terms for Student Memberships

25. You agree that to be eligible for a Student Membership you must be in full or part-time education and will provide proof of this status if requested.

Payment

26. If your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card. You will be notified of any applicable Membership Amount at the end of the online joining process, and this amount will be confirmed to you by email.
27. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank (or recurring international Credit Card payment for overseas members) for the Monthly Membership Amount. Your first Monthly Membership Amount is due on the date shown at the end of the online joining process (which will also be confirmed to you by email), and subsequent Monthly Membership payments will be due on the same day of each month until your Membership is cancelled.
28. You agree to pay us the Monthly Membership Amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason no refunds will be due.
29. If any payment due from you is returned unpaid or not honoured you will pay us on demand an Administration Fee of £12.

Ending your Membership

30. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period. You may email us at membership@thegymgroup.com or contact us through the Member Area (using the email that you used during the online joining process and the unique personal identification number (PIN) that you were sent), or you may use the cancellation form at <https://www.thegymgroup.com/legal/membership-agreement/>.
31. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
32. If you have requested an immediate membership start date and you cancel your Membership within the 14-day period, proportionate charges will be due. We will refund to you any Joining Fee, Membership Amount and Monthly Membership Amount you have paid us, but the refunded amount will be reduced by the higher of (a) the one-day pass rate (for your gym at the time you joined) and (b) an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel. Refunds will be made no later than 14 days after the day on which we were informed about your decision to cancel, and will be made using the same means of payment you used for the initial transaction.
33. After the 14-day cancellation period you may terminate your Membership at any time by cancelling the direct debit mandate with your bank. Your Membership will end with immediate effect, and no refund will be due.

34. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due.
35. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund.
36. If we do not terminate your Membership if you breach any of the Gym Membership Rules, or if we give you extra time to pay if you do not pay your Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due, that will not prevent us from subsequently enforcing the terms of this Agreement.
37. If you have a Membership that gives you access to a single specified gym, and that gym closes indefinitely, this Agreement will end and you will receive a pro-rata refund of your Membership Amount or most recently paid Monthly Membership Amount, as applicable.
38. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.

Additional services

39. Personal Training Sessions and “additional services” do not form part of this Agreement and are not provided by The Gym Limited.
40. Any “additional services” (including, for example, Personal Training Sessions, Sports Therapy and Massage Therapy) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for “additional services”, you are entering into an agreement with those individuals and not with us.
41. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
42. We may provide induction services or personal reviews of your training needs. Such services are provided without additional charge.

Member satisfaction surveys

43. From time to time we may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by e-mail.
44. At our discretion member satisfaction survey participation may be associated with a prize draw offering cash prizes of varying amounts to participants. Members that respond to such an invitation by completing the satisfaction survey by the advertised closing date will be entered into the draw.

45. Eligible participants will only be entered once into a particular draw. A winner will be chosen at random from all entrants to that draw within 90 days of the closing date. Winners will be contacted after the prize is drawn to arrange receipt of the prize.

Other clauses

46. Only you, the person named in the online joining process, can benefit from this Agreement.
47. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
48. The Gym Limited, its parent companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of The Gym Limited or its agents, employees or subcontractors, our liability to you will be limited to £500.
49. We may make reasonable changes to the Gym Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.
50. This Agreement is governed by the law of England and Wales.
51. You should print a copy of this Agreement for future reference.