

Upfront Payment Options

1. It is in the absolute discretion of the Management of the Club whether or not to accept an application for membership.
2. The Management of the Club may suspend or cancel any membership if in their absolute discretion such action is in the best interests of the Club.
3. Membership rights are not transferable.
4. Membership of the Club and the use of its facilities are subject to the rules and regulations of the Club for the time being in force. Copies of the current rules and regulations are available on request.
5. No payments shall be refunded in full or part to the member upon completion of the membership application form.
6. The Club will use all reasonable endeavours to ensure that its facilities and equipment are maintained in good working order but it accepts no liability or responsibility to the member if any facilities or equipment is unavailable on a temporary basis nor shall any such temporary unavailability entitle the member to a refund of any membership fees.
7. Use of the Club facilities is entirely at the member's risk and to the full extent permitted by law the Club shall not be liable for any loss, damage or personal injury caused to the member arising from the use of the Club facilities.
8. The membership warrants that he/she does not have any physical or medical conditions, which would make the use of the Club facilities dangerous to their health.

Contract Payment Options/Monthly Payments

1. Credit Sale

We agree to sell to you, and you agree to purchase from us, on credit, the services described over the page on the terms set out below and over the page.

2. Payment to you

- a) You must pay the deposit (if any) shown over the page when, or before, you sign this agreement.
- b) You agree to pay us the monthly direct debit amount as shown over the page for the minimum period of twelve months.
- c) It is essential that you make all payments in full and on time.

3. Payment will be made monthly

In the event of non payment a series of non-chargeable letters will be sent up to 51 days at this stage the debt will be transferred to our debt recovery department for collection and will incur costs as stated in charges.

4. Change of Address

You must let us know, in writing, within seven days about any change of address.

5. Right to demand earlier payment

We will assume that you refuse to comply with the terms and conditions of this agreement if any of the events set out before happens. We will then be entitled to demand that you pay us the outstanding balance under this agreement (together with interest) by sending you a 'default notice'.

The events are:

- (a) If you do not pay us any amount you owe us within 14 days of its due date.
- (b) If you provided false information when entering into this agreement.
- (c) If you have done something which would allow any of your belongings, property, income or savings to be legally removed to pay off any of your debts.
- (d) If any of the following happens:
 - You take steps to enter into any arrangement or debt management plan with your creditors.
 - A bailiff or other officer controls or seizes any of your goods following a court order.
 - The landlord of the premises at your address threatens, or takes steps to seize or in any other way control any of your goods.

6. Default interest and other enforcement rights

You agree to pay us any charges or costs shown which may become payable by you, including our reasonable legal costs for enforcing this agreement which will include a full 51 days debt collection fee of 25% of the of the outstanding balance.

7. We may consider cancellation of this agreement if:

- (a) Permanent Relocation. Cancellation of this Agreement can be agreed if the member moves residence more than 15 miles from the club location, this is providing satisfactory evidence is provided and one months notice is given. Two forms of relocation evidence are required.
- (b) Death or Permanent injury: Requests for cancellation in respect of permanent injury must be sustained by a medical certificate issued by a specialised consultant authorised by the member's local doctor. The club reserves the right to nominate their own doctor. Death of a member absolves the estate of the deceased any financial liability and allows immediate cancellation of the Contract.
- (c) Redundancy
Injury or sickness must be permanent and any evidence supplied indicate the injury or sickness is permanent and precludes any future use of a Health and Fitness facility.
Note: A £30.00 CANCELLATION FEE will be applied to any Agreement cancelled.

8. The terms of the credit agreement are based on the compliance with the club rules and regulations (copy upon request).

9. In the event of non payment the use of the facility can be terminated until payments are brought up to date.

10. Temporary illness or pregnancy: The duration of the agreed membership period will be extended by the period of time lost through absence by reason of injury or illness. Provided that the club is advised and reasonable evidence of incapacity is shown, the period of absence will be added to the end of the membership term. Monthly payments must be maintained during terms of absence.

11. End of term: At the end of this term of agreement, membership of the club will continue on a month by month basis (and therefore payment will continue to be collected) until the club is given four weeks written notice that you wish to terminate your membership. Any increase in the monthly payment will be advised prior to the increase in accordance with the direct debit guarantee.

12. General Conditions

- (a) References in any Act or regulation include any amendments to that Act or regulation.
- (b) If at any time we allow you to do something which is against any of the terms and conditions of this agreement, this will not prevent us from insisting that you strictly follow the terms and conditions at any later time.
- (c) If two or more of you have signed this agreement as the Customer, you are liable jointly, and severally, that is together as well as separately, under this agreement. This means that either of you can be held fully responsible as the Customer under the agreement.
- (d) We may transfer our rights and responsibilities under the agreement to another person. This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under the agreement to another person.
- (e) English law will apply to the agreement.

13. Rights of other people

Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us of any other person we have transferred our rights to under this agreement), any rights under this agreement.

14. Student Direct Debit Payments (non contract)

Six weeks written notice is required to cancel this agreement.