

TERMS AND CONDITIONS**1. Nature of the Agreement**

If you sign this agreement, you will become a member of the club that is referred to overleaf. This agreement sets out the terms that will govern the relationship between us, the owners of the club that is referred to overleaf, and you, a member of the club. We have appointed Ashbourne Management Services Ltd to administer this agreement on our behalf. It is authorised to act on our behalf in all respects both before and after the termination of this agreement including, in particular, in all respects relating to the recover of any sums that may be due from you to us and may recover the same in its own name. It is also authorised to accept service on our behalf

2. The Minimum Membership Period

You have chosen the "Minimum Membership Period" referred to overleaf.

YOU MUST PAY THE MONTHLY MEMBERSHIP SUBSCRIPTION FOR THE MINIMUM MEMBERSHIP PERIOD UNLESS YOUR MEMBERSHIP IS TERMINATED WITHOUT LIABILITY, SUSPENDED OR TRANSFERRED AS SET OUT BELOW.

Your right to terminate this agreement without liability.

Your right to terminate this agreement without liability is set out in clause 5. In particular, you may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Your right to suspend this agreement.

We will suspend your membership during the minimum membership period if and when you provide written confirmation that (a) you, your spouse or your partner has begun to claim income support or (b) you provide a letter from your GP to prove that you (i) have been advised not to use the gym for a medical reason (ii) are pregnant or (iii) gave birth in the last 3 months. We will review your circumstances every 2 months. If your circumstances have not changed, we will suspend your membership for a further 2 months, unless you tell us that you would prefer to cancel your membership which you may do without any further obligation on your part. Whilst your membership is suspended, you will be relieved of your obligation to pay your monthly membership subscription and we will be relieved of our obligation to allow you to use the facilities at the club. Suspension will not affect the date when the minimum membership period ends.

Your right to cancel this agreement.

We will cancel your membership during the minimum membership period without any further obligation on your part if: (a) you provide a letter from your GP to prove that you have been advised not to use the gym for the foreseeable future for a medical reason; (b) you provide written confirmation (e.g. a letter from your employer) to prove that the location of your main place of work has changed; or (c) you provide written confirmation (e.g. utility bills) to prove that you have moved more than 15 miles from your old address.

Your right to transfer this agreement.

We will transfer your membership to another person (Provided they do not have an existing relationship with the gym) during the minimum membership period if (a) he or she agrees to become a member for the remainder of the minimum membership period; (b) he or she agrees to pay an induction fee of £35 and; (c) he or she is introduced to us by you.

What happens if I fall into arrears with my membership subscriptions during the minimum membership period?

We will be relieved of our obligation to allow you to use the facilities at the club if (i) any payment is more than 7 days overdue and (ii) you have not come to an agreement with Ashbourne Management Services Ltd to make supplementary payments in addition to your membership subscription to repay the arrears within a reasonable period.

Unless we have exercised our right to terminate this agreement, your monthly membership subscriptions will continue to fall due throughout the minimum membership period even though you may not be entitled to use the facilities at the club.

If you become liable to pay a membership subscription during the minimum membership period that relates to a period during which you were not allowed to use the facilities at the club or a sum in respect thereof following the termination of your membership, we will grant you free use of the facilities for an equivalent period after the minimum membership period has ended provided (i) you pay the membership subscription in question or the sum due in respect thereof and (ii) we have not terminated your membership on the grounds of your behaviour in accordance with clause 5.

What happens at the end of the minimum membership period?

Your membership will automatically be extended once the minimum membership period has ended for consecutive one month periods at the same monthly subscription unless this agreement has been terminated or cancelled.

What happens if I want to bring my membership to an end after the minimum membership period has ended?

You may cancel your membership without further obligation on your part provided you give us at least 1 month's prior written notice of your intention to do so.

3. Cancellation

Either party may cancel your membership by (a) at the end of the minimum membership period by giving at least 1 month's prior written notice or (b) at any time thereafter by giving at least 1 month's prior written notice.

4. Payment

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full to Ashbourne Management Services Ltd. All subsequent membership subscriptions are payable at the beginning of the month to which they relate.

Please note that additional charges may be required for certain services (e.g. sauna, massages, physiotherapy etc.).

If you fail to make a payment Ashbourne Management Services Ltd is authorised to act on our behalf in all respects relating to the recovery of any sums due from you and may recover the same in its own name.

5. Termination

This agreement may be terminated (a) in the circumstances set out below or (b) by either party at any time in response to any other serious breach of the other party's obligations under this agreement.

You may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

If any payment due from you remains unpaid for a period of three months or longer, we may serve a final warning in respect of any outstanding sums due. If, after the expiry of a period of one month from the date of service of that final warning upon you, any sum which the final warning required you to pay has not been paid, then this will be treated as a repudiation of your obligations under this agreement and we may terminate the agreement.

We may terminate this agreement at any time if (a) your treatment of another club member or a member of the club's staff falls well below the standard of consideration that we reasonably expect and (b) having been asked to remedy your conduct you fail to do so within 7 days of the receipt of a written warning; or having been asked to remedy your conduct you do the same thing again within 6 months of the receipt of a written warning. If we terminate this agreement during the minimum membership period, you will become immediately liable to pay (i) the arrears, if any, plus (ii) the monthly membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination. (This credit shall be calculated at 4% above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the final monthly membership subscription would otherwise have fallen due. For example if we terminate the agreement on 31st December 2010, and the final monthly membership payment would otherwise have fallen due on 31st December 2011, the mid-point between those dates is 30th June 2011. The credit which will be allowed for accelerated receipt will be calculated at 5% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st December 2010, from 30th June 2011 to 31st December 2011).

6. Your Responsibilities

You must treat all club members and staff with the consideration that you would reasonably expect them to show to you. In particular, you must not make remarks that are rude or offensive or behave in a manner that is dishonest, aggressive or indecent.

7. Your Rights

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry out our obligations under this agreement, provided that (a) our failure did not occur as a result of your own fault or (b) our breach could not have been avoided even if we or those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights contact a Citizen's Advice Bureau.

8. Data Protection

If you fail to make payment of sums due in respect of which a notice making time of the essence has been served, and we terminate the agreement under clause 5 above, you agree that Ashbourne Management Services Ltd may register the sum due upon termination and calculated under clause 5 with a credit reference agency and pass on that information to other financial organisations. Subject to that exception, your personal details will not be disclosed to outside organisations and/or individuals without your written consent. You are entitled to see what has been registered about you and to insist that inaccurate information is corrected.

9. Notices

Notification must be given in writing.

We recommend that you notify Ashbourne Management Services Ltd at the address overleaf or such other address that it provides to you in writing. However, you may notify us at the club if you wish.

We or Ashbourne Management Services Ltd may notify you at the address overleaf or such other address that you provide to us or Ashbourne Management Services Ltd in writing.