

## **Membership Agreement Terms & Conditions - Kenny Lynch LTD**

### **PRINCIPLE TERMS**

1. This agreement commences either:
  - a. If you are on the club's premises, once you have indicated your acceptance in the Declaration section of this web sign up process
  - OR
  - b. If you are not on the club's premises, once you have indicated your acceptance in the Declaration section of this web sign up process and then either entered the clubs premises or after a period of 7 days has elapsed, whichever is earlier.
2. Your membership starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.

### **FEES AND CHARGES**

4. The Joining Fee / Initial Payment is due from you to us, is payable immediately and is not refundable other than in the event of breach or negligence by us.
5. The Direct Debit Payment Amount is due from you to us. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1<sup>st</sup> Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the cancellation terms below are met.
6. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20 (which we require to cover our costs of seeking to pursue such payment from you).
7. You agree to advise us promptly of any change to the Members Details provided.
8. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

### **AUTOMATIC RENEWAL**

9. Once you have completed the Minimum No. Of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
10. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
11. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

### **CANCELLATION**

12. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.
13. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
14. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

15. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given. Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by the club.
16. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

#### **FREEZING**

17. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time. Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by the club. Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

#### **GENERAL TERMS**

18. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
19. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
20. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
21. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
22. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply
23. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.
24. In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.