



## Terms and conditions of your membership and terms and conditions of using The Unit & Jo's Fitness Studio.

Terms and conditions of your membership and terms and conditions of using both The Unit & Jo's Fitness Studio

### Introduction

- Your agreement is with The Unit & Jo's Fitness Studio a private company sole trader.
- These terms and conditions form part of your agreement with us, and replace any previous terms and conditions. Your membership agreement with us is made up of:- your completed and signed membership agreement form; these terms and conditions or, if you join on-line, the membership agreement terms described.
- These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions about what you have read, please ask.
- All our memberships are monthly memberships. In these terms and conditions, monthly means every full calendar month. A full calendar month starts on the first day of the calendar month and finishes at the end of the last day of that calendar month.

### Starting your agreement

- Your agreement with The Unit & Jos Fitness studio commences on the start date set out on your membership agreement form signed by you.
- When your membership starts, you will need to make the payments set out on the membership agreement. You cannot use the facilities until you have signed your membership agreement form, made the payments set out on the form, and set up your direct debit (if you are paying by direct debit).
- You may need to pay an activation fee, details of which will be set out on your membership agreement form.
- If you join part way through a month or year, we will work out any proportional monthly fees that may apply and set out on your membership agreement form any initial fees (including, but not limited to, any activation fee) that you have to pay and the payment method.

### Type of membership

- We offer various types of membership to persons aged 16 or over.
- The Unit & Jo's Fitness Studio facilities available to you, the amount you pay and the times when you can use the facilities will depend on the type of membership you have chosen. The membership type you have selected will be shown on your membership agreement form.
- Depending on which membership you have chosen will determine the use of the The Unit & Jos Fitness studio
- You must stick to these terms and conditions, if we find you are not then your membership may be revoked with no refund (if you have paid in full)
- A calendar's month notice will be given to you should any changes be made to your membership and/or fees.
- If you wish to upgrade your membership at any time please contact us to sort this out and any fees will be added to your original calendar monthly fee.
- The Unit only- this entitles you to use only The Unit at your leisure during opening hours.
- Jos Fitness Studio only- this entitles you to only the studio for classes during opening hours; these classes have to be booked for online, which you can only book 1 week in advance each week.
- The Unit & Jos Fitness Studio- this allows you to use The Unit at your leisure and the Studio for classes which are booked online 1 week in advanced only within opening hours.
- Each of the memberships written above will fall into one of the following categories:
- An individual membership – the agreement is with you only.
- A joint membership – agreement with two people living at the same address.



- Discounted membership – Students 17 under can get a discount if in full time education with proof of student id (if attending college)  
Please Note- We are not responsible for or will not refund any subscriptions if you later change to a discounted rate that you were previously eligible for.

#### Your membership fees

- The cost of your membership will depend on the type of membership and the membership commitment period you have chosen
- We will set out all amounts that you need to pay for your membership on your membership agreement form.
- If you are unsure about the fees and any additional charges that you are paying, please speak to us.
- You must pay when your membership ends for any reason (if paying yearly), and we have taken the final payment from you, you are responsible for cancelling your direct debit. You should not cancel your direct debit before your membership has ended, as if you do so we may be unable to collect any remaining payments you owe. In such event, we will contact you about this.

#### Payment options

- The monthly membership fee you pay will depend on the type of membership you choose.
- The type of payment options we offer are as follows:
- Standard monthly via Direct Debit; With this payment option, you commit to being a member and paying the monthly membership fee for at least one full calendar month; and after the full calendar month has elapsed, your membership continues on a monthly until your contract runs out.
- Yearly payment which is done by bank transfer or direct payment in person with Jo Marshall, once a year from the date your membership started; With this payment option, you commit to being a member for 12 full calendar months and to paying all your membership fees upfront when you join or renew. We will endeavour to contact you near the end of the 12 calendar month period to let you know that your commitment period is coming to an end.
- A daily pass- This allows you to use The Unit for only that day or Jos Fitness Studio for up to 2 classes per pass paid for.
- If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees which apply (as set out in your membership agreement).

#### Payment methods

- Unless you have chosen our prepaid payment option, you must pay your monthly membership fee in advance every month by direct debit.- You must sign a direct debit mandate form at or prior to the start of your membership and we will take your payment on or around the first working day of each month.- We may, entirely at our discretion, accept other payment methods to start, restart, transfer or upgrade your membership
- If you have a joint membership, you must pay both monthly membership fees by a single direct debit.
- If there is a change to your bank account details, we may ask you to sign a new direct debit mandate form.

#### Failing to pay

- This section is about what will happen if you do not pay your monthly membership fee or any other fees or charges you have agreed to pay because; The account details you gave us for the direct debit are wrong; or there is not enough money available in your bank account; or you have cancelled your direct debit without giving us the correct notice period



- If the account details you gave us for the direct debit are wrong; We will ask you to pay by cash, debit card or credit card and to give us your correct bank details. You will also be asked to complete a new direct debit mandate form.

- While you owe us payments you will not be allowed to use The Unit or Jos fitness studio, once your payments are up to date you will be allowed to enter and use The Unit & Jos Fitness Studio. You will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.

-If there is not enough money available in your account; We will ask you to pay by cash, debit card or credit card. If, after the second month we have contacted you, you still owe us the payment, we will cancel your membership from the end of that month. Where a direct debit payment has failed or been refused, we may attempt to obtain payment through the same direct debit. You are responsible for any charges imposed by your bank in connection with any failed payments or attempts.

- While you owe us payments you will not be allowed to enter or use The Unit or Jos fitness Studio. Once your payments are up to date you will be allowed access back into The Gym & Jos Fitness Studio You will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.

- If you have cancelled your direct debit without giving us notice; We will ask you to pay by cash, debit card or credit card. If after 2 attempts at receiving payment it is not paid then we will cancel your membership and your account will remain in debt until the outstanding payment is made; While you owe us payments, you will not be allowed to enter or use The Unit or Jos Fitness Studio; Once your payments are up to date you will be allowed to enter and use your home club or any other club within your group. You will still have pay all monthly membership fees for the duration of the commitment period you signed up to.

We may appoint a debt collection agency to collect any payments you owe us, and you may have to pay any costs associated with this, including legal and court costs and interest. Or we may choose to take the payments owed from your credit card or debit card using the credit card or debit card details you have given us and you hereby authorise us to do so.

- Freezing your membership

- You may temporarily freeze your membership for between one complete calendar month and 12 complete calendar months for the following reasons only. We may require you to produce proof which is satisfactory to us of any of these reasons that you are relying on to freeze your membership, in accordance with section

- Pregnancy
- Serious illness
- Serious injury
- Redundancy

- If you want to freeze your membership, you can request us to do so in writing. As long as we receive your request on or before the 15th day of the month, we can apply this from the first of the following month.

- When you request us to freeze your membership, you will need to tell us when you plan to resume your membership, although your membership can start again before this. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to resume.

- We will not charge you membership fees while your membership is frozen. If you have chosen our discounted monthly or discounted prepaid payment option, we will extend your membership period by the number of full calendar months your membership has been frozen for. If we increase our prices during the period when your membership is frozen, you will have to pay any new prices that apply to your membership type when your membership resumes.

- You will not be allowed to use Jo's Fitness Studio/THE UNIT while your membership is frozen.

- If you have joint or family membership, or pay for a junior membership, freezing your membership may result in changes to your payment arrangements, including losing some or all of any discount you and they receive. We will tell you about any changes when you ask to freeze your membership if this applies.

- Your right to cancel your membership

- Cancelling your membership during the cooling-off period

- After you have joined Jo's Fitness Studio, you may cancel your membership for any reason within 14 days of joining. This is called the 'cooling-off period'. If you choose to cancel within the cooling off period, we will give you a full refund of the activation fee and any other fees you have paid.



- If you want to cancel your membership within the cooling-off period, you must send your notice in writing to Jo's Fitness Studio, Jo Marshall.

- Cancelling your membership after the cooling-off period

- To cancel your membership after the cooling-off period has expired, you must send your notice in writing to Jo Marshall. your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month. This means we will take one more direct debit payment before cancelling your membership.

For example, if we receive your notice on 10 May, cancellation will take effect from 30 June. If you are within your commitment period, we will cancel your membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact your home club.

- If you cancel your membership in writing (by post or e-mail), when we receive your written notice we will send you an acknowledgement letter or email to confirm the date that your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice and you must contact us and send a further cancellation notice to us. we will not send you an acknowledgement letter or email, but the cancellation form will show the date your membership will end.

- After the cooling-off period you may cancel your membership within your membership commitment period for the reasons set out above. We may require you to produce proof, satisfactory to us and in accordance with section if you cancel for any of the following reasons:

- Pregnancy
- Serious illness
- Serious injury
- Redundancy

- If we significantly reduce the opening hours or facilities, unless this is temporary and we need to do so for (i) health and safety reasons (ii) for maintenance or (iii) for improvements that will benefit a majority of members,

- Refunds

- We will issue any refunds due to you by bank transfer or by the same method you made payment to us.

- Our right to cancel or freeze your membership

- We may cancel your membership at any time by giving you one month's notice in writing. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months.

- We may freeze your membership at any time (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

- We, in our professional opinion, consider that you are not medically or physically able to use our facilities safely, or;

- You seriously or repeatedly break the conditions of your membership; or

- You allow another person to use your membership card to gain access to Jo's Fitness Studio/THE UNIT

- If you and/or any of your guests use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at any of our clubs, or if your behaviour or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk; or

- You and/or any guest(s) do or attempt to provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at any of our clubs or other facilities any activities or services which do or may compete in any way with any activities or services provided, offered, engaged in, advertised or promoted by us or our authorised personnel, including but not limited to personal training or other training, coaching or instruction to any individual or group.

- If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

- Our right to change your membership, these terms and conditions or the terms of Jo's Fitness Studio/THE UNIT



- We may, at any time, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.
  
- From time to time we may change our monthly membership fees. We will try not to change the fee more frequently than once in a calendar year, and to ensure that any change is reasonable, but we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar month's notice before the change comes into effect. Please see your payment options for details of how fee changes will affect you.  
If you are on a discounted monthly membership type and we change your membership fees during your 12-month membership commitment period, you may request the difference paid due to this change at the end of your minimum commitment period.
- We may, without notice to you, make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at your home club or across our networks of clubs generally.
  
- Restarting your membership after cancellation
- Where you have cancelled your membership, you may restart your membership again at any time. To do so, you will need to sign a new membership agreement form and set up a new direct debit with us.
- You will not be able to restart your membership until you have paid all amounts you owe us for your previous membership (if any), and we can refuse to let you restart your membership again until you have done so.
  
- Proof
- We may need you to provide proof, which is satisfactory to us, of:
  - Your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or
  - Your entitlement to cancel or freeze your membership; or
  - Any email you sent to confirm cancellation or the date you posted your cancellation notice, or both.
- If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we will not be able to cancel your membership and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.
- If you cannot provide satisfactory proof of your eligibility for a particular discounted membership, we will automatically upgrade you to the full rate and inform you in writing in line with the direct debit guarantee.
- We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.
- We will request photographic evidence at your time of joining, to validate your identity.
  
- Your contact details
- We will send all letters, emails, communications and information to the address and other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your address or other details by filling in an administration form at your home club.
- If at any point we find that you have provided us with an incorrect name, address or other details which are not your own, we may cancel your membership and prevent you from joining or Jo's Fitness Studio/ THE UNIT in the future.
  
- Juniors 17 and under
- The times that juniors are allowed in THE UNIT, when they are with a member of THE UNIT 18 or over or a member of staff is on site. Please ask Jo for more information and details.
- We may ask for proof of juniors age and can refuse access to THE UNIT without receiving this.
  
- Membership cards
- We will give you, and anyone linked to your membership, a membership card (for example, family member, joint member, etc.).



- You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of identification which is acceptable to us before we allow you access to THE UNIT.
- If you have lost your membership card, you will need to obtain a replacement membership card. There may be a charge for the replacement card.

### - Liability

- When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you seek and obtain medical advice. We are not responsible if you ignore our recommendations and continue to exercise at Jo's Fitness Studio/THE UNIT
- By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.
- We will not pay you compensation if we have failed to carry out our duties due to:
  - Your own fault;
  - The fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; or
  - Events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.
- We can make changes to the type of facilities we provide, and we will give you notice (where possible we will provide reasonable advance notice) of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.
- You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.
- You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.
- We cannot accept liability for theft or for loss or damage to you or your property in Jo's Fitness Studio/THE UNIT or the car park. It is your responsibility to ensure that your valuables are kept safe. Wherever possible, you should avoid bringing in valuables or large amounts of cash into Jo's Fitness Studio/THE UNIT.

### Data protection

- Your membership with us is governed by the laws of England and Wales and, if you live in Scotland, by the laws of Scotland.
  - We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By joining one of our membership options, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.
  - It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.
- Choice of law

Your membership with us is governed by the laws of England and Wales or, if you live in Scotland, by the laws of Scotland. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdiction of the English and Welsh courts or, if you live in Scotland, the Scottish courts.

THANK YOU

JOANNE MARSHALL

ENJOY YOUR MEMBERSHIP 2018