

Terms and Conditions

Nuffield Health Wellbeing Limited terms and conditions of your wellbeing membership* and terms and conditions of using our wellbeing clubs.

Introduction

- a** Your agreement is with us, Nuffield Health Wellbeing Limited. These terms and conditions aim to make sure we make using our health, fitness and wellbeing clubs an enjoyable experience.
- b** The terms and conditions have two parts. The terms and conditions in part 1 apply to all our members. The terms and conditions in part 2 apply to all our members and any guests.
- c** These terms and conditions form part of your agreement with us. Your agreement with us is made up of your agreement form (your filled-in and signed membership agreement) and these terms and conditions. These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team at any wellbeing club.
- d** You and your guests must also keep to the rules and regulations which apply at the wellbeing club you are using. The rules and regulations may vary from wellbeing club to wellbeing club and are displayed at each wellbeing club. We may make reasonable changes to the wellbeing club rules and regulations at any time, and we will give notice of any changes. Some examples are given at section 3.6 of part 2 of these terms and conditions.
- e** Your wellbeing club will be the wellbeing club where you joined as a member. Depending on your membership, you may be entitled to use other wellbeing clubs.
- f** In these terms and conditions, 'monthly' means every full calendar month. A full calendar month starts on the first day of the month and ends at the end of the last day of the same month. For example, if we receive your notice to cancel your membership on 28 May, your cancellation will become effective at the end of June. If we receive your cancellation on 7 July, your cancellation will become effective on 31 August.
- g** We may make changes to these terms and conditions as explained in section 18 of part 1.
- h** Your agreement is governed by the laws of England and Wales.
- i** We act as an agent for Nuffield Health.

Part 1

1 Wellbeing memberships

- 1.1** The types and levels of membership listed in section 1.4 are only available to people aged 16 or over. The facilities available to you, the amount you pay and the times when you can use the wellbeing club will depend on your membership. Your membership is shown on your agreement form.
- 1.2** Unless we say otherwise in writing, your membership will last for at least three full calendar months (a three-month commitment period) plus the remaining part of the month your membership starts in (if you join in the middle of a month). Your membership will continue each month, from the first day of the month, until you cancel it. If you want to cancel your membership at the end of the first three months, see section 7 for details. All our memberships are monthly memberships, and different payment options are available.
- 1.3** When you join, and during your agreement, you may agree to continue being a member for at least 12 full calendar months (a 12-month commitment period), although you do not have to do so. In return for making this extra commitment, we will give you a discount on our standard monthly membership fee. Details of this discount and your payment options are set out in section 3.4 of this part 1.
- 1.4** There are three types of membership available, each with different monthly membership fees. Further discounts to the monthly membership fee will be available as set out in this section, and will depend on the payment

option and commitment period you choose. This will be set out in your agreement form. The three types of membership are as follows.

- **Connections** – this entitles you to use only the standard facilities at any of our wellbeing clubs during opening hours. There may be an extra charge for certain facilities and services. Each club will set these charges and you can get details from each wellbeing club.

This membership can be individual (see section 1.5) or corporate (see section 1.8). A 'Platinum' membership is also available (see section 1.10). This entitles you to more services. You can get more details from our wellbeing clubs.

- **Premier** – this entitles you to use only the standard facilities at your wellbeing club during opening hours. There may be an extra charge for certain facilities and services. Your wellbeing club will set these charges and you can get details from your wellbeing club.

This membership can be individual (see section 1.5), joint (see section 1.6), family (see section 1.7), corporate (see section 1.8) or student (see section 1.9).

- **Off-peak** – this entitles you to use only the standard facilities at your wellbeing club during off-peak opening hours. Your wellbeing club will set the off-peak opening hours and you can get details from your wellbeing club.

This membership is only available as an individual membership (see section 1.5).

Each of the above memberships will fall into one of the following categories (sections 1.5 – 1.10) and you may get a further discount.

1.5 With an individual membership, the agreement is with you only.

1.6 With a joint membership, you and another person who is 16 or over join together and receive a discount on each person's monthly membership fee. The two monthly membership fees must be paid by one direct debit. If one of you cancels or changes your membership, the other member's membership will automatically become an individual premier membership (see section 7.11). That person will no longer be entitled to the discounted monthly membership fee under this membership. If this happens we will give both members written notice.

1.7 With a family membership, up to two adults (18 or over) and up to two children under 11 join together and receive a discount on the monthly membership fees. The total of the monthly membership fees must be paid from one direct debit. This membership gives adults the use of the standard facilities during the opening hours, and children the use of restricted facilities during children's opening hours. If one family member cancels or changes the membership, or you no longer qualify for this membership, the remaining family members will automatically move to the appropriate type of membership (see section 7.11). If this happens, we will give you written notice.

1.8 With a corporate membership, you can use the wellbeing clubs standard facilities at a different rate. You may be able to get this type of membership if the business you work with or for has an agreement with us for corporate memberships. Unless our agreement with the business you work for or with says otherwise, the standard cancellation notice and membership commitment periods set out in these terms and conditions apply. You must provide proof of your eligibility for this type of membership at the start of your membership and then each year as follows.

- By 15 October every year if you are on our standard monthly payment option (see section 4.4). We will send you a reminder to provide proof before this date.
- If you are on our discounted monthly or discounted prepaid payment options (see section 4.4), you must provide the proof when you renew your membership commitment or change your payment option. If you cannot prove to us that you are eligible for the corporate membership, we may change your membership to an individual premier membership or an individual Connections membership and you will no longer be entitled to pay the discounted corporate membership fee.

1.9 A student membership is only available if you are in full-time education. It allows you to use only the wellbeing clubs standard facilities at a different rate and, in some instances (depending on the wellbeing club), within restricted hours. You must provide proof that you are in full-time education and confirm the date your course ends. We will accept a valid NUS card stating this information or written confirmation from your school, college or university. You will need to provide this proof when your membership starts and at the start of each academic year. If we do not receive this proof by 15 October each year, we may change your membership to an individual premier membership and you will not be entitled to receive the student rate from 1 November of that year. We will give you written notice to provide the proof we need.

1.10 With a platinum membership, you will get improved wellbeing services as part of your membership. Platinum membership are only available at certain clubs. You can get more information from your wellbeing club.

1.11 Opening hours, peak hours and off-peak hours will vary from wellbeing club to wellbeing club. Please ask your wellbeing club (or each wellbeing club, if you have a Connections membership) for specific details.

1.12 Before you can become a member, or ask to change your membership, we may ask you for proof of your age and other personal details. We can turn down your request to become a member or change your membership.

1.13 Not all types of membership and payment options (see section 3.4) will be available at all times and at all of our wellbeing clubs. We may, at any time, choose to withdraw 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.

1.14 Some wellbeing clubs have types of membership and payment options not mentioned in these terms and conditions, but these terms and conditions, as well as the wellbeing clubs rules and regulations, apply to any type of membership and any payment option.

1.15 All our memberships are monthly memberships. However, the monthly membership fee you pay will depend on the type of membership you take out and the number of full calendar months you commit to remaining a member with us (this will be your commitment period). You can choose from the payment options in section 3.4.

1.16 We also offer some extra benefits that can be added to your membership. If you choose an extra benefit, any charges for it will be added to your monthly membership fee and you must pay them under your payment option. Your wellbeing club can give you details of the extra benefits they offer.

2 Child memberships

2.1 You may want to add children to your agreement. We refer to this as 'linking' them to your agreement. All children who join must be linked to someone over the age of 18.

2.2 Child memberships are available to children aged between three months and 15 years. We will give children who join their own wellbeing card.

2.3 Children under three months have free access to our wellbeing clubs when accompanied by a member who is 18 or over.

2.4 The charges for child memberships are set by each wellbeing club and may depend on the age of the child. Children may need to be upgraded to the next age category after their birthday. We will tell you in writing when we plan to upgrade your child to the next age category. In these circumstances, the monthly membership fee may change.

2.5 The times that children are allowed in the wellbeing club, or to use the facilities, will depend on the child's age and will vary from wellbeing club to wellbeing club. Children may not be allowed in some wellbeing clubs. Please ask your wellbeing club for more information and details.

3 Starting your agreement

3.1 Your agreement starts from the start date set out on your agreement form. When you start, you will need to make the payments set out in this section. The amount you pay will depend on your membership and payment option. You cannot use the wellbeing club until your agreement form has been signed, the payments set out in this section 3 have been paid, and your direct debit has been set up (if you are paying by direct debit).

3.2 You may need to pay a starter fee. This is a standard charge for your membership. You can get details of the starter fee from your wellbeing club, and we will also tell you about this on your agreement form.

3.3 You may need to pay part of the monthly membership fee for the month your membership starts in, from the day it starts. This is called a 'pro-rata payment' and is based on the number of days left (including the day your membership starts) in the current calendar month.

We work this out by:

- dividing the number of days left in the calendar month by the total number of days in that calendar month; then
- multiplying that by the monthly fee.

For example, there are 31 days in January, so if your membership starts on 4 January there are 28 days left. If the monthly fee is £40, your pro-rata payment will be: $28/31 \times 40 = \text{£}36.13$

3.4 If your membership at your wellbeing club starts in the later part of the month, you may need to pay next month's fees as well as the starter fee and the pro-rata payment, to give us time to set up your direct debit for the next month.

4 Payment options

4.1 Unless you have chosen our discounted prepaid payment option (see below), you must pay your monthly membership fee every month by direct debit. You must sign a direct debit form when your membership starts and we take your payment on the first working day of the month.

4.2 We may accept other payment methods for the payments to start, restart, transfer or upgrade your membership, or allow you to make monthly payments for our discounted prepaid payment option.

4.3 During your agreement, you must pay your membership fees whether you use our facilities and services or not (unless you have frozen your agreement in line with section 6).

4.4 All our agreements are monthly agreements. However, the monthly membership fee you pay will depend on your membership, the payment option you choose (see below) and the minimum number of full calendar months you commit to be a member for. Our payment options are set out below.

Standard monthly

With this payment option, you commit to being a member, and paying the monthly membership fee, for at least three full calendar months.

After those three full calendar months, your agreement continues on a monthly basis, but you can cancel it in line with section 7. Under this payment option, the monthly membership fee can change as set out in section 4.5. If you upgrade your membership you will need to pay any extra fee that applies.

Discounted monthly

With this payment option, you commit to being a member, and paying the monthly membership fee, for at least 12 full calendar months. In return for

this, you get the benefit of a discounted monthly membership fee for the 12 full calendar months (if this discount is available at your wellbeing club). You can get details of the discounted membership fee from your wellbeing club. At the end of the 12-month commitment period, you can choose to be a member for a further 12 full calendar months, cancel your membership in line with section 7, or choose one of our other payment options. If you do not make a choice, your agreement will automatically continue on a monthly basis, on our standard monthly payment option (see above). We will try to contact you near the end of your 12-month commitment period to let you know that your 12-month commitment period is coming to an end and to confirm the new standard monthly membership fee that will apply if you do not choose another payment option or membership. If we do not contact you before the end of your commitment period to tell you your new monthly fee, you will continue to pay your discounted monthly fee unless we change our membership fees under section 4.5.

If you want to be a member for a further 12 full calendar months, you must tell us by the 15th day of the month in which your current membership ends. If you do not tell us before the 15th day of that month, we may change you to our standard monthly payment option until the new discounted monthly payment option comes into force.

With the discounted monthly payment option, your monthly payment could change during your membership, as set out in section 4.5.

Whenever you commit to be a member for a further 12 full calendar months, your monthly payment may increase for the new commitment period. We will tell you this before you commit to be a member for a further 12 full calendar months.

Under this payment option, during your 12-month commitment period you will not be able to change to a lower level of membership. You will not be able to end your membership during this period unless you pay (or have paid) the monthly membership fee for the rest of the commitment period. We will not refund these payments.

If you choose this payment option and you want to upgrade your membership, you will have to pay any extra fee that applies.

Discounted prepaid

With this payment option, you commit to being a member for 12 full calendar months and to pay your monthly membership fees upfront when you join or renew. In return you will get a discount on your membership fee for committing to be a member for 12 full calendar months and a further discount for paying your monthly membership fees upfront (if these discounts are available at your wellbeing club). You can get details of the discounts from your wellbeing club. We will contact you near the end of the 12-month commitment period to let you know that your commitment is coming to an end.

If you want to commit for a further 12 full calendar months, you must renew your 12-month commitment before the 15th day of the month your existing commitment period ends. If you do not renew or change to one of our other payment options, we will assume that you want to cancel your agreement and your membership will end at the end of the 12-month commitment period.

If you commit for a further 12 full calendar months in exchange for a discount, the monthly membership fee for the next 12 full calendar months may have changed. We will tell you this before you commit again.

Under this payment option, during your 12-month commitment period you will not be able to change to a lower level of membership. You will not be able to end your membership during this period and we will not refund any payments you have made. If you want to upgrade your membership, you will have to pay any extra fee that applies.

4.5 From time to time we may change our monthly membership fees by any amount we think is reasonable. We will try to only change the fee once a calendar year. However, we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least 5 working days notice before the change comes into effect, in line with the

Direct Debit Guarantee. Please see your payment options in section 4.4 for details of how fee changes will affect you.

4.6 If you are not happy with any change in the monthly membership fee that applies to you, you can cancel your agreement with us as set out in section 7. However, you must tell us that you are cancelling your agreement because of the increased fee. In this circumstance you will still have to pay any increased fee until your membership ends. However, we will refund you any difference between the old monthly membership fee and the increased monthly membership fee.

4.7 We will issue refunds by cheque in line with our terms and conditions, or as we agree with you in writing.

5 Changing your membership, payment options or payment details

5.1 If you want to change your membership, payment option or payment details, you must tell us about the change before the 15th day of the month. If we agree to the change, it will come into force from the first day of the following month. If you want to change your payment details and you do not ask us before the 15th day of the month, you will need to pay the following month's membership fee direct to your wellbeing club (either by cash, debit card or credit card) to give us time to set up the new payment details.

5.2 When you tell us about a change to your bank account details, we may ask you to sign a new direct debit form.

5.3 If you chose, or moved to, the standard monthly payment option at the end of your first three-month commitment period you can downgrade your membership. If you chose our discounted monthly payment option, or discounted prepaid payment option, you can downgrade your membership at the end of your first 12 full calendar months' commitment. We will confirm any changes in writing.

5.4 You can ask to upgrade your membership, and pay an increased monthly membership fee, at any time. When you ask to upgrade, you will need to pay (as a separate payment), the difference in the monthly membership fee until the change comes into force under section 5.1. We work this amount out as follows.

- We work out the difference between the old monthly membership fee and the upgraded monthly membership fee.
- We will divide the difference by the total number of days in the full calendar month.
- We will then multiply the figure by the number of days left in the calendar month.

If you are on our discounted prepaid payment option we will work out the amount by multiplying the difference in monthly membership fees by the number of full calendar months left of your 12-month commitment period.

5.5 You can transfer your agreement from one wellbeing club to another wellbeing club while you are a member. As monthly membership fees vary between wellbeing clubs, if you transfer wellbeing clubs you will need to pay the fees of your new wellbeing club, either by monthly payments or, if you have chosen our discounted prepaid payment option, by paying the difference before the transfer. The first three full calendar months or 12 full calendar months (whatever commitment period you have chosen) will continue instead of starting again. You will not have to pay another starter fee to transfer your agreement to another wellbeing club.

5.6 We will send all letters and information to the address and other contact details you gave on your agreement form, unless you tell us about a change of address or other contact details. You must keep us up to date with any changes to your address or other contact details.

5.7 You can tell us about a change of address by visiting the website at www.nuffieldhealth.com/wellbeing, writing to us, or filling in a form at the

6 Freezing your agreement

6.1 You may freeze (suspend) your agreement for between one month and 12 full calendar months for the following reasons only.

- Pregnancy
- Serious illness
- Serious injury
- Redundancy

6.2 If you want to freeze your agreement you must tell us in writing or by filling in a form at your wellbeing club. We must receive this notice by the 15th day of the calendar month. We will decide whether or not to freeze your agreement, and we may ask you to provide proof of your pregnancy, illness, injury or redundancy. If we agree to freeze your agreement we will do so from the first day of the following calendar month. We cannot freeze it from an earlier date and will not refund monthly fees paid before the agreement was frozen.

6.3 When you ask us to freeze your agreement you will need to tell us when you plan to return to your wellbeing club, although your agreement can start again before this date if you let your wellbeing club know. We will automatically start your agreement again, and start taking any direct debits, on the date you tell us you want your membership to start again.

6.4 We will not charge you membership fees while your agreement 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 agreement has been frozen for.

6.5 Freezing your agreement is not the same as cancelling your agreement. To cancel your agreement you must follow the procedure shown in section 7.

6.6 You will not be allowed to use any of our wellbeing clubs facilities while your agreement is frozen. However, if you have a linked child (see section 2), you will be able to accompany him or her to the wellbeing club so they can use the facilities in supervised sessions.

6.7 If you have joint or family membership, freezing the agreement may result in changes to your payment arrangements (including losing some or all of your discount) for any joint and family members under your agreement. We will tell you about any changes when you ask to freeze your agreement.

7 Cancelling your agreement

Cooling-off period

7.1 The cooling-off period set out in this section applies only if you are a new member (in other words, a member who has never previously been registered as a member with us or Cannons Health and Fitness Limited – our previous name).

7.2 After you have joined your wellbeing club, you can cancel your agreement within 10 days of joining. This is called the 'cooling-off period'. If you choose to cancel within these 10 days, we will give you a full refund of the starter fee, the pro-rata payment and any monthly membership fees you have paid.

7.3 If you want to cancel your agreement within the cooling-off period, you need to write to your wellbeing club's manager or fill in a form at the wellbeing club. We accept there may sometimes be a delay in receiving your cancellation letter - if you send it by post. So if you correctly address and post your cancellation letter, but it does not reach us within the 10-day cooling-off period, we will still cancel your agreement as long as you can show us proof that you posted the letter within the 10-day cooling-off period.

7.4 If you cancel your agreement during the cooling-off period, we will send a refund, by cheque, to the address you gave us on your agreement.

Cancelling after the cooling-off period

7.5 If you have chosen, or changed to, our standard monthly payment option, you can cancel your agreement by giving us one full calendar month's notice in writing, but we will not cancel your agreement before your membership commitment period (as shown on your agreement form) has ended.

7.6 You must send your notice in writing to your wellbeing clubs manager or fill in a cancellation form at the wellbeing club. If your wellbeing club receives your notice by the first day of the month, the agreement will end on the last day of the same month. If your wellbeing club receives your notice after the first day of the month, your agreement will end on the last day of the following month. For example, if we receive your notice on 28 May, it will be effective from 30 June.

7.7 You are responsible for making sure that your wellbeing club has received your written notice by the first day of the month if you want your agreement to end on the last day of that month. If you send your notice by post and we do not receive it on time (or at all), we will ask you to provide proof that you posted it in enough time for us to receive your cancellation notice by the first day of the month. If you cannot provide this proof, your agreement will continue until the last day of the month after we receive your notice. If we did not receive your notice, you will have to give another full calendar month's notice.

7.8 If you cancel your agreement in writing (by post, fax or e-mail), when we receive your written notice we will send you an acknowledgement letter to confirm the date that your agreement will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice. (If you cancel using a cancellation form at your wellbeing club, we will not send you an acknowledgement letter. However, that form will show the date your agreement will end.)

7.9 If you have chosen, or changed to, our discounted prepaid payment option, we will cancel your agreement as set out in section 4.4 above unless you renew your membership commitment period. If you currently pay your discounted prepaid membership by direct debit, your agreement will automatically continue for a further 12 full calendar months and we will give you at least 10 working days' notice that your monthly payments are due for the next 12 months. If we have received your direct debit details and your agreement automatically continues, you can give us one calendar month's notice to cancel your agreement at the end of the 12-month commitment period. We must receive this notice before the first day of the last full calendar month of your commitment period.

7.10 If you have chosen, or changed to, our discounted monthly payment option, you can give us one full calendar month's written notice to cancel your agreement at the end of the 12-month commitment period. We must receive this notice at any time before the first day of the last full calendar month of your commitment period. However, you can cancel your membership straight away if you pay for the remaining full calendar months of your commitment period.

7.11 If you have a joint membership, unless you have chosen, or changed to, our discounted prepaid payment option, we will automatically cancel your joint membership if the other joint member gives the correct notice to cancel. We will change your membership to an individual premier membership. In these circumstances, we will tell you the new monthly membership fees and when you will start paying them. You will not have to complete another three-month commitment period. This section also applies to adults who have family memberships and only one adult member gives

the correct notice to cancel. This may also affect the membership fee for any linked children.

7.12 If you have a corporate membership and are no longer eligible for it (for example, because the agreement we have in place with the business you are associated with or employed by ends, or you are no longer associated with or employed by that business), we may change your membership to our standard premier membership and you will no longer be entitled to receive the discounted corporate fees. We will tell you when your eligibility ends. You may need to keep your membership and payment option for the rest of the membership commitment period you signed up for.

7.13 We may end your agreement by giving you one full calendar month's notice in writing. In these circumstances, we will refund that full calendar month's fee that you have paid, and any fees you have paid for future months.

7.14 We may suspend your membership (we will not charge you monthly membership fees while your membership is suspended) or cancel your agreement without giving you notice, if you:

- seriously or repeatedly break the conditions of your agreement;
- allow another person to use your wellbeing card to get into any of our wellbeing clubs (unless you have told us that your wellbeing card has been lost or stolen); or
- you or your guests use offensive or abusive language, or use violent or offensive behaviour, at any of our wellbeing clubs, or if your behaviour puts our other members, guests or employees at risk.

7.15 If we end your agreement under section 7.14, we will not allow you to join any of our wellbeing clubs in the future and you may not be allowed to enter any of our wellbeing clubs.

7.16 If we end your agreement under section 7.14, we will not refund your starter fee, pro-rata payments or any monthly fees that you have paid. You will still be responsible for paying any fees for the membership commitment period you signed up for.

7.17 If we receive official notice (for example, from the bank) that you have died, we will immediately end your agreement and refund any fees you have paid for the remaining membership commitment period.

7.18 We will end your agreement, or not give you access to our wellbeing clubs, if, before your first direct debit payment is due, you do not pay us the initial payments you owe in line with section 3.

7.19 When your agreement ends and we have taken the final payment from you, you are responsible for cancelling your direct debit. If you do this before your agreement has ended, we may not be able to collect any remaining payments you owe and we will contact you about this in line with section 8.

7.20 If we permanently close the wellbeing club you joined at, we will, where possible, give you at least one full calendar month's notice in writing. We will send this to the address you have given us. We will also place a notice on the wellbeing club's information board. We will try to offer you a suitable membership at another wellbeing club. If this is not possible, or you refuse our offer, we will end your agreement at the end of the month's notice and refund any monthly membership fees you have already paid for the remaining commitment period.

7.21 If you want to cancel any extra benefit you have chosen under section 1.16, you must give your wellbeing club one full calendar month's notice. We will not refund any payments you have made for the extra benefits.

7.22 You can cancel this agreement, regardless of your chosen payment option, by giving your wellbeing club one full calendar month's notice in

writing (as set out in sections 7.6 and 7.7) if:

- we change the location of your wellbeing club;
- we close the whole wellbeing club for refurbishment for more than one full calendar month at a time; or
- we significantly reduce the opening hours or facilities at the wellbeing club, unless the reduction is temporary and necessary for health and safety reasons, for maintenance or for improvements that will benefit most members. (In this circumstance we will offer alternative facilities or to freeze your agreement, as appropriate.)

We will give you at least one full calendar month's notice if any of the above circumstances will apply to your wellbeing club. That notice will be displayed on your wellbeing club's information board. If any of these things happen we will refund any membership fees you have already paid for the period after your agreement has been cancelled.

7.23 If you have told us about a health and safety issue and the Environmental Health Office or Health and Safety Executive confirms the problem, we will put the matter right within seven days of the Environmental Health Office or Health and Safety Executive telling us to take action. If we don't put the matter right within seven days, you will be entitled to a refund of any membership fees you have paid for that calendar month.

Cancellation of your membership due to reasons of redundancy

7.24 If you have chosen a discounted monthly payment option, you may cancel your agreement with us after your initial first 3 full calendar months. You will only be able to exercise this right if you have paid a full Banking and Admin fee when you joined, and if you can provide proof of redundancy to the Wellbeing Centre if requested. Notices to cancel for redundancy should be issued in accordance with 7.6 – 7.8 of the cancellation policy.

8 If your payment fails

8.1 This section is about what will happen if you do not pay your monthly membership fee because:

- the account details you gave us for the direct debit are wrong;
- there is not enough money available in your bank account; or
- you have cancelled your direct debit without giving us the notice we need as set out in section 7.

8.2 While you owe us payments, you will not be allowed to enter your wellbeing club or any of our other wellbeing clubs. We can take action to collect these payments as follows.

- If the account details you gave us for the direct debit were wrong. We will ask you to make the payment by cash, debit card or credit card and for you to give us your correct bank details. You will not be able to use the wellbeing club while you owe us payments and you will still have to pay all monthly membership fees for the commitment period you signed up for. We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any associated costs, including court costs. Or we may choose to take the payment from your credit card or debit card using the credit card or debit card details you have given us.
- If there is not enough money available in your account. In these circumstances, we will ask you to make the payment by cash, debit card or credit card. If, after the second month we have contacted you, you still owe us the payment, we will stop your access to the wellbeing club, but you will still have to pay the monthly membership fees until the end of the commitment period you agreed to. We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any associated costs, including court costs. Or we may choose to take the payment from your credit card using the credit card details you have given us.
- If you have cancelled your direct debit without giving us notice. We will ask you to make the payment by cash, debit card or credit card. If you are not within any commitment period you agreed to, we will cancel

your agreement from the end of that calendar month. You will have to pay any monthly membership fees due until then. If you are within a commitment period, we will stop your access to the wellbeing club from the end of the calendar month (or from the end of the next calendar month if part way through a calendar month) and you will still have to pay all monthly membership fees until the end of the commitment period. We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any associated costs, including court costs. Or we may choose to take the payment from your credit card or debit card using the credit card or debit card details you have given us.

8.3 If you need more guidance on this section, please contact your wellbeing club.

9 Restarting your membership

9.1 You may start your agreement again by paying a new starter fee and following the starting process set out in section 3. Your agreement will once again be for at least three full calendar months (or more if you agree to a 12-month commitment period to get a discount). You will need to sign a new agreement form and set up a new direct debit with us. You will only be able to take out the type of membership and payment options available at your wellbeing club at the time you sign up to a new 12-month commitment period.

9.2 If you had previously chosen our monthly prepaid payment option and your agreement automatically ended at the end of the 12-month commitment period (in line with section 7.10), you may restart your agreement, with no starter fee, within one month of the date your agreement ended. In all other circumstances, you will need to pay any starter fees before you can restart your agreement.

9.3 You cannot restart your agreement until you have paid any amounts you owe us (if any).

9.4 We can refuse to let you start your agreement again.

10 Guests

10.1 If you are over 18, you can invite guests to your wellbeing club (or, if you have a connections membership, to any wellbeing club). Each guest will have to pay a fee to be entitled to enter that wellbeing club and use the facilities. Guest fees are set by the wellbeing club and details are available there. Your guests must sign in at the wellbeing club's reception and fill in an exercise questionnaire at the start of each visit. Your guests may not be able to use the facilities without written confirmation from their doctor if any concerns about exercise arise from their exercise questionnaire.

10.2 You must make sure that your guests keep to these terms and conditions (where these apply) and the terms and conditions of use set out in part 2.

10.3 We can refuse to let a guest into any of our wellbeing clubs, and we may ask a guest for ID before they can enter a wellbeing club.

10.4 Your guest does not need to be with you to visit the wellbeing club (unless we say otherwise) as long as they have a current and valid guest invitation card.

10.5 If you have a type of membership which restricts the hours you can use the facilities, you can pay a discounted guest fee to use the facilities outside the hours of your membership. These fees are set by your wellbeing club and you can get details from them.

10.6 If you are a member of a wellbeing club, you can pay a discounted guest fee to use any of our other wellbeing clubs.

10.7 Guests under 16 must be accompanied by an adult member aged 18

or over. A guest under the age of 16 pays half the wellbeing club's standard guest fee. Any guest over the age of 16 must fill in an exercise questionnaire before using the facilities at any of our wellbeing clubs. Child guests may not be allowed in some wellbeing clubs. Please ask your wellbeing club for more information and details.

10.8 We may restrict any one guest to a maximum of 12 visits a year.

11 Wellbeing cards

11.1 We will give you, and anyone linked to your agreement, a wellbeing card.

11.2 You must bring your wellbeing card with you each time you visit. If you forget your wellbeing card, we may ask to see a second form of ID before we allow you to enter your wellbeing club. We may delay your access to the wellbeing club to give us enough time to record your visit.

11.3 If you have lost your wellbeing card, you will need to buy a replacement wellbeing card. You can get details of charges from your wellbeing club.

11.4 If another person uses your wellbeing card, we can cancel your agreement as set out in section 7.

11.5 You must return your wellbeing card to your wellbeing club when your agreement ends.

12 Selling alcohol (where this applies)

If your wellbeing club is licensed to sell alcohol, we only sell it in line with any terms and conditions set out in that licence and within the opening hours set out at your wellbeing club.

13 Liability

13.1 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 get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the wellbeing club.

13.2 By law, we do not have to pay you compensation for any service, facility or equipment not being available for health and safety reasons or if it is for the benefit of our members.

13.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless we have failed to carry out our duties under these terms and conditions to a reasonable standard or we break any duties we have by law.

13.4 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 not directly connected with providing our services under these terms and conditions; or
- events which we could not have known about beforehand even if we had taken all reasonable care.

13.5 We can make changes to the type of facilities we provide, and we will give you 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.

13.6 You must make sure that you can do the exercise provided by any exercise membership you follow or any class you go to.

13.7 You should consult your doctor before you start any exercise membership or class if you are not sure whether it is suitable.

13.8 We cannot accept liability for loss or damage to you or your guests' property in the wellbeing club or the car park unless that loss or damage was caused by our negligence.

13.9 Our liability to pay you compensation for loss or damage (other than for death or personal injury) is limited to a reasonable amount, taking account of factors such as whether the damage was due to our negligence.

13.10 Despite these terms and conditions, we will be liable for death, personal injury or fraud where we are at fault.

14 Data protection

14.1 We will keep to the Data Protection Act 1998.

14.2 We will only do what you ask us to do, or what you have given us permission to do, with any personal or sensitive information we hold about you, and we have appropriate security measures in place to prevent your information being lost, destroyed or damaged.

14.3 We may pass your personal information to other companies for them to use in line with these terms and conditions and with your agreement. These other companies must use your personal information fairly and legally in line with the Data Protection Act.

14.4 You are entitled to see the information we hold about you and you can ask us to make any necessary changes to make sure that it is accurate and kept up to date. If you want to do this, please contact your wellbeing club.

14.5 By law we can charge a fee of £10 to meet the costs of giving you, when you ask, details of the personal information we hold about you.

14.6 If you are a corporate member where the business you work for or with pays or contributes to your monthly membership fees, you agree that we can give them details of your use of our facilities and services.

14.7 You are responsible for keeping all your personal details and marketing preferences up to date.

15 Comments and complaints

15.1 If you (or your guest) have a comment or suggestion you should speak to a member of staff at the wellbeing club. If you are unhappy with the response you have received, you should contact the manager on duty

15.2 If you (or a guest) have a complaint about the wellbeing club, these terms and conditions or the conditions of use you should make your complaint to a member of management. Your complaint will be recorded, investigated and responded to. If you are unhappy with the response you have received, you should contact the General Manager of your Wellbeing Club.

16 Events beyond our reasonable control

16.1 If we cannot provide all the services and facilities at your wellbeing club for 30 days or more in a row, or services and facilities are significantly reduced for 30 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately after giving notice in writing.

By law, we do not have to pay you compensation in these circumstances. However, we will try, where reasonably possible, to let you use an alternative wellbeing club during any closure.

16.2 'Reasons or events beyond our reasonable control' could include, for example, natural disasters, a government's actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable

materials on time or at all.

17 Transferring your agreement

We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement will not be reduced.

18 Changes to these terms and conditions

18.1 We may make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at your wellbeing club or throughout all our wellbeing clubs. Examples of such changes are as follows.

- Where we need to make changes to the terms and conditions to introduce new services or facilities.
- Where we need to update our payment terms or membership options.
- Where we need to add or remove sections of the terms and conditions to keep to health and safety guidance.

18.2 When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes, you can cancel your agreement as explained in section 7.22 of these terms and conditions. These terms and conditions replace any previous versions.

Part 2

Terms and conditions of use

1 General – putting your health and safety first

1.1 As your safety is our main priority, you are not allowed to bring crockery, glass or food into the fitness area, changing rooms, studios, courts or pool areas.

1.2 No pets, other than guide dogs, are allowed in any of our wellbeing clubs.

1.3 To protect all our members' and guests' safety, any person visiting or using the wellbeing club must pay particular attention to all notices and signs relating to health and safety. If you do not understand a notice or sign, please ask a member of staff at the wellbeing club.

1.4 Fire exits are clearly marked throughout the wellbeing club and you must not interfere with them. If the fire alarm goes off, you must leave the premises through the nearest safe exit and make your way to the assembly point outside.

1.5 You are not allowed to smoke in any part of our wellbeing clubs.

1.6 While you are at the wellbeing club you must behave appropriately, respectfully and politely at all times. We can prevent you from entering the wellbeing club, or ask you to leave, if we think that your behaviour or appearance is not suitable.

1.7 You must dress appropriately depending on the place and time of day. For example, correct footwear in the gym and appropriate swimming costume in the pool area.

1.8 In the café-bar area you can only eat food we provide, unless we allow you to eat your own food for medical reasons.

1.9 You must follow the rules and regulations which apply at each wellbeing club.

1.10 All exercise carries risk, and by taking part in exercise you accept this risk. To try to reduce the risk of health problems arising from exercise, you should make sure that you have an induction session to show you how to use the fitness facilities at any wellbeing clubs that you use. We also recommend that you have one of our health assessments before exercising. This may identify certain health problems associated with exercise.

1.11 If you are not sure whether you should exercise, get medical advice first.

2 Your children's health and safety

2.1 All children (those people under 16) must be accompanied by an adult (someone aged 18 or over).

2.2 Children over 7 cannot enter the changing rooms or other areas reserved for the opposite sex, whether or not they are with you.

2.3 In some wellbeing clubs, childcare facilities and activities are available for children aged between 12 weeks and four years. Details of childcare facilities are set by each wellbeing club and are available from them.

2.4 While children are using the childcare facilities or taking part in activities, a parent or adult carer must stay at the wellbeing club. Parents or adult carers who leave their children in the childcare facilities must collect them in person. We will only allow another person to collect the child if a specific arrangement has been made with the wellbeing club beforehand.

2.5 Parents or adult carers must fill in registration forms for all their children before using the childcare facilities or activities.

2.6 You must not bring children into the childcare facilities if they are suffering from any illness. We have the right to stop any child using childcare facilities or activities for any reason.

2.7 Children who are aged 11 to 16 can only use the gym or other fitness facilities when there is an organised supervised activity or children's hour for them. Check with the wellbeing club for details.

3 Facilities

3.1 A wellbeing club's opening times are displayed at the wellbeing club and will vary from wellbeing club to wellbeing club. From time to time we may make reasonable changes to our opening times, and will display any changes on the wellbeing club's information board.

3.2 You are entitled to use the facilities available with your membership. If you are a guest, you will be entitled to use the facilities that are generally available to all members and guests.

3.3 Each facility may have different opening times. Details of the opening times are available at each wellbeing club. For example, the pool may close a while before the wellbeing club closes to give members enough time to shower and change.

3.4 At times the wellbeing club may withdraw all or some of its facilities to carry out cleaning, repairs, alterations or improvements, for staff training and meetings, for maintenance or security work, or for reasons that are beyond our or the wellbeing club's control. We will tell you about this using the wellbeing club's information board.

3.5 Facilities are available on a 'first come, first served' basis and we are not responsible if any equipment, facility or service is not available because another member is using it or the maximum number of people allowed (for example, in the pool or an exercise class) has been reached.

3.6 You must keep to the rules and regulations that apply at the wellbeing club you are using. From time to time we may make reasonable changes to the rules and regulations that apply at each wellbeing club, but we will tell you about these changes. Examples of such changes may include the following.

- Changing the pool rules or guidance on using the sauna in order to keep to health and safety guidance or the law.
- Changing the rules on footwear for the squash courts to make sure the

floor is not damaged.

- Changing the areas where people are allowed to eat.

3.7 If you are not sure how to use any of our facilities, ask a member of the team at the club.

4 Bookings

4.1 Members (but not guests) can book certain activities at certain wellbeing clubs, depending on the rules of that wellbeing club. Please ask the wellbeing club for details.

4.2 If you are a member, you can make a booking by phone or in person at the wellbeing club's reception, as long as you quote your membership number.

4.3 You may need to pay for your booking at the time you make it. Once you have made a booking and paid for it, you cannot get a refund unless we cancel the activity. When you book and pay for any personal training sessions, we cannot guarantee that a particular personal trainer will be available. We will not refund payments you have made for any personal training sessions you have not taken when a personal trainer was available.

4.4 You must pay the coaches for any lessons you have booked.

4.5 We do not pay refunds on block bookings (in other words, when you have paid beforehand for a number of sessions or courses).

4.6 At times we may set aside facilities for tournaments, galas, exhibitions or other activities or events without giving you notice.

5 Car parking

5.1 If parking is available at the wellbeing club, you must park your car in the marked parking spaces only. You must not block service roads. We do not guarantee that parking is always available at any of our wellbeing clubs.

5.2 We are not liable for any loss or damage to your car while it is parked at the wellbeing club unless the loss or damage is caused by our negligence.

5.3 You can only park your car in the car park while you are at the wellbeing club.

6 Fitness facilities

6.1 The following guidelines apply to make sure you use the gym and fitness facilities safely.

6.2 Before you start using the gym or fitness facilities, you must fill in an exercise questionnaire. We recommend that you also have a supervised induction session with one of our qualified wellbeing advisors. It is your responsibility to book this session and attend. If you don't, you accept responsibility for any damage or injury you may suffer from using the fitness facilities incorrectly. If we have any concerns about your exercise questionnaire or any health assessment, we may not let you exercise.

6.3 If you have any concerns about your physical condition, you must not do any physical activities without first getting medical advice and approval to exercise.

6.4 We may refuse to give you access to the gym and fitness facilities if we think that using the facilities could put your health at risk.

6.5 You must tell the wellbeing club manager or qualified wellbeing advisor if there are any circumstances affecting your health that may be made worse by continuing to use the fitness facilities. You should keep this information up to date throughout your membership. When filling in any exercise questionnaire or taking part in a health assessment your answers must be honest, accurate and up to date. We cannot accept any liability for incorrect advice we may give as a result of answers that are false, inaccurate or out of date.

6.6 You should not use any item of gym equipment unless you are sure that you know how to use it safely. If you are not sure, ask for advice from a qualified wellbeing advisor.

6.7 We may refuse to let you take an exercise class if you arrive after the class has started.

6.8 If any health assessment or exercise questionnaire shows that you could be at an increased risk of illness or injury while exercising, we will advise you to get approval from your doctor before you continue to exercise. We do not accept any liability if you fail to follow our advice.

7 Squash courts and badminton courts

7.1 You must wear non-marking shoes (shoes that do not leave a mark on the floor) on the squash courts or badminton courts.

7.2 For safety reasons, we recommend you wear eye protection while playing squash.

8 Swimming pool

8.1 You must shower, using the showers provided in the changing areas, before you get into the swimming pool.

8.2 You are only allowed to use balls, floats, armbands and other similar items in the areas, and at the times, the wellbeing club has set aside for this purpose.

8.3 Your wellbeing club will only provide buoyancy aids (for example, armbands) for children during children's swimming lessons.

8.4 You are not allowed to use snorkels, masks, fins or flippers in the swimming pool except during coached sessions.

8.5 When you use the swimming pool you must wear a swimming costume that is appropriate for being seen in public.

8.6 There may be times when the swimming pool is reserved for adults only or for lessons, classes, children's parties or other uses. At these times, your use of the swimming pool may be restricted. When this happens, we will try to display a notice on our swimming information board.

8.7 Guidance issued by the Health and Safety Executive (HSE) recommends that in the pool, children are supervised by one parent or adult. If the wellbeing club provides lifeguards, one adult should not supervise more than two children under the age of eight at any one time. Children over eight who are not supervised can only use the pool when there are lifeguards present. If the wellbeing club does not provide lifeguards, one adult should not supervise more than two children under 15 at any time.

8.8 At all times you must keep to our rules and guidelines for the pool displayed at the wellbeing club.

8.9 For more rules and guidelines on using the swimming pool, please see the swimming information board and notices at the pool.

9 Saunas, steam rooms and spa baths (where available)

9.1 Members and guests who:

- have high or low blood pressure;
- have heart problems;
- have asthma; or
- are pregnant;

must not use the saunas, steam rooms or spa baths. You must consult your doctor before using these facilities.

9.2 You must shower, using the showers provided in the changing areas, before entering the sauna, steam rooms or spa baths.

9.3 For your own safety, you must not spend more than the recommended time in the sauna. The time limit is set out in the guidelines displayed outside the sauna.

9.4 You must not shave, eat or exfoliate (get rid of dead skin from your body) in the sauna, steam room or spa baths.

9.5 When in the sauna, steam room or spa baths you must wear a swimming costume that is appropriate for being seen in public.

9.6 You should refer to the wellbeing club's rules and regulations for guidance on children using saunas, steam rooms or spa baths.

10 Lockers and lost property

10.1 We are not liable for any loss or damage to personal belongings at the wellbeing club unless the loss or damage is caused by our negligence.

10.2 We recommend that you do not bring valuable items to the wellbeing club.

10.3 For security reasons, you must store personal belongings in the lockers provided.

10.4 We may remove items which are left overnight in lockers that are not hired. You can collect these belongings from the wellbeing club reception within one month of us removing them. After this time, we will not be responsible for any of the contents we have removed from lockers.

10.5 We will keep any lost property for one month.

We have worked closely with the Plain English Campaign in making these terms and conditions as user friendly as possible. In doing this, we have gained their crystal mark.

***Formerly known as membership agreements.**

**Crystal
Mark
17659**

Clarity approved by
Plain English Campaign



