

## **MEMBERSHIP TERMS AND CONDITIONS**

### **1. Introduction**

1.1 Your membership agreement is with us, Acorn Health & Leisure Club, a private limited company, registered in England & Wales (company number 09088455).

1.2 These terms and conditions form part of your membership agreement with us, and replace any previous terms and conditions. Your membership agreement with us comprises:

1.2.1 your completed and signed membership agreement form;

1.2.2 these terms and conditions; and

1.2.3 the terms of club use which are described in clause 1.4.

1.3 These documents altogether form a legal, binding agreement between you and us so please read them carefully and make sure that you understand them. If you have any questions, please ask a member of staff at the club.

1.4 You must comply with the club rules (the terms of club use and etiquette), a copy of which is available on the website and are displayed at the club.

1.5 In these terms and conditions, monthly means a 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. When we refer to 'month' in these terms and conditions, we mean a full calendar month.

### **2. Starting your membership agreement**

2.1 Your membership agreement commences on the start date set out on your membership application form.

2.2 When your membership agreement starts, you will need to make the payments set out in the membership application form. You cannot use the club until you have signed your membership application form, made any initial payments set out on the form, and set up your direct debit (if you are paying by direct debit).

2.3 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 that you have to pay and the payment method.

### **3. Type of membership**

3.1 We offer various types of membership at our club. The times when you can use the club and the amount you pay will depend on the type of membership you have chosen. The membership type you have selected will be shown on your membership application form.

3.2 We offer the following the types of membership at our club:

3.2.1 one month, six month and twelve month individual memberships; all of which entitle you to use all of our facilities during opening hours;

3.2.2 children as add on memberships with any adult member;

3.2.3 youth memberships for 16 – 18 year olds (subject to adequate proof of identity);



3.2.4 student memberships for over 18's (subject to adequate proof of identity). You are eligible for this if you are still in full time education. We are not responsible for and will not refund any payments if you later change to a discounted rate that you were previously entitled to; and

3.2.5 corporate discounted memberships (subject to adequate proof of identity) provided that the company you work for/with has an agreement with us for corporate memberships and you are eligible. It is your responsibility to inform us if you work for a company that is eligible for a discount at the club and also if you no longer work for that company. We are not responsible and will not refund any payments to you if you later change to a discounted rate that you were previously eligible for. If at any time you are no longer eligible for a discounted membership, for example because you no longer work for that company you must inform us and we will upgrade you to a standard monthly membership rate and will give you not less than one month's prior written notice before doing so.

3.3 Please see clause 5 below for the different payment options available to you.

#### **4. Your membership fees**

4.1 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen.

4.2 We will set out all amounts that you need to pay for your membership on your membership application form.

4.3 If you are unsure about the fees and any additional charges that you are paying, please speak to a member of staff at the club.

4.4 During your membership, you must pay your membership fees whether or not you actually make use of our facilities and services unless you have frozen your agreement in accordance with these terms and conditions.

4.5 When your membership ends for any reason, 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.

#### **5. Payment methods**

5.1 Unless you have chosen a prepaid payment option, you must pay your monthly membership fee in advance every month by direct debit.

5.2 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.

5.3 We may, entirely at our discretion, accept other payment methods to start, restart, or upgrade your membership.

5.4 When you or your bank tells us about a change to your bank account details, we may ask you to sign a new direct debit mandate form.

#### **6. Failing to pay**

6.1 This sets out what will happen if you do not pay your monthly membership fee or any other fees or charges you have agreed to pay because:

6.1.1 the account details you gave us for the direct debit are wrong; or

6.1.2 there is not enough money available in your bank account; or

6.1.3 you have cancelled your direct debit without giving us the correct notice period.

6.2 If the account details you gave us for the direct debit are wrong:

6.2.1 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.

6.2.2 while you owe us any payments you will not be allowed to enter or use the club. Once your payments are up to date you will be allowed to enter and use the club and you will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.

6.3 If there is not enough money available in your account or you have cancelled your direct debit without giving us notice:

6.3.1 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 may 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.

6.3.2 while you owe us any payments you will not be allowed to enter or use the club. Once your payments are up to date you will be allowed to enter and use the club and you will still have to pay all monthly membership fees for the duration of the commitment period you signed up to.

6.4 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.

## **7. Transferring your membership**

7.1 Your membership agreement is individual to you and you cannot transfer it to anyone else.

## **8. Freezing your membership**

8.1 We understand that there are circumstances whereby you need to put your membership on hold; therefore you may temporarily freeze your membership for between one complete calendar month and 3 complete calendar months or more at the discretion of the Club, 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:

8.1.1 pregnancy;

8.2.2 serious illness;

8.2.3 serious injury;

8.2.4 redundancy;

8.2.5 temporary or permanent relocation;

8.2.6 long term travel;

8.2.7 UK Government enforced lockdown affecting the Club. If the Club closes due to Government enforced or recommended closure, you will be entitled to freeze your membership in accordance with this clause.

8.2 As long as you obtain our prior written agreement, you may extend the period of any membership freeze. Freezing your membership is not the same as cancelling your membership; freezing is a temporary suspension, cancellation is terminating your membership. To cancel your membership you must follow the procedure described below in clause 9.

8.3 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 20th day of the month, we can apply this from the first of the following month.

8.4 If we receive your request in accordance with clause 8.3 and agree to freeze your membership, we will do so with effect from the first day of the following month. We cannot freeze it from an earlier date and will not refund any monthly fees paid before your membership was frozen.

8.5 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 date if you us know. 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.

8.6 We will charge you a reduced membership fee of £10 per month while your membership is frozen. If you have a discounted prepaid payment option or a fixed term contract i.e. a 12 month membership, 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.

8.7 You will not be allowed to use the club while your membership is frozen.

## **9. Cancelling your membership**

### **9.1 Cancelling your membership during the 'cooling-off' period:**

9.1.1 If you have purchased your membership online, you have a legal right to change your mind within fourteen days of joining and receive a refund. The fourteen day cancellation period commences the day of your membership start date which is stated on your membership application form. This is called the 'cooling-off period'. If you choose to cancel within the cooling off period, we will give you a full refund any prepaid membership fees and the joining fee (if applicable) less any reasonable fees that we may charge you for the number of times you have used the club during this 14 day period.

9.1.2 If you want to cancel your membership within the cooling-off period, you must tell us in writing.

9.1.3 If you have purchased your membership in person at the club you may be entitled to cancel and obtain a refund subject to the provisions of clause 10 below.

### **9.2 Cancelling your membership after the cooling-off period:**

9.2.1 To cancel your membership after the cooling-off period has expired, you must send your notice in writing to [gatwickinfo@acornsgym.com](mailto:gatwickinfo@acornsgym.com). For all memberships without a commitment period, if we receive your notice on the first day of the month, 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 10th June, cancellation will take effect from 31st July. 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 your notice is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact us. For memberships with a minimum commitment period we will cancel your membership at the end of the commitment period if you ask us to do so.

9.3 You may only cancel your membership within your membership commitment period for the reasons set out below. We may require proof, satisfactory to us if you cancel for any of the following reasons:

- 9.3.1 pregnancy;
- 9.3.2 serious illness;
- 9.3.3 serious injury;
- 9.3.4 if you move house more than 10 miles from the club;
- 9.3.5 redundancy; and
- 9.3.6 if we close the club in its entirety for refurbishment for more than one month at any time.

9.4 If you cancel your membership during your commitment period (e.g 6/12 month membership), we retain the right to pursue you for your due and unpaid membership fees in accordance with clause 6.

9.5 If you cancel your membership or direct debit in breach of contract (i.e before the expiry of your commitment period) and wish to re-join, we reserve the right to charge you a joining fee whether or not you paid one when you first joined.

## **10. Our right to cancel or freeze your membership**

10.1 If we absolutely have to, we may cancel your membership 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.

10.2 We may freeze your membership at any time (during this time we will reduce your membership fees to £10 per month) or cancel your membership without giving you notice, if:

- 10.2.1 in our professional opinion, we consider that you are not medically or physically able to use our facilities safely;
- 10.2.2 you seriously or repeatedly break the conditions of your membership agreement;
- 10.2.3 you allow another person to use your membership card to gain access to the club (unless you have notified us in writing in advance that your membership card has been lost or stolen);
- 10.2.4 if you and/or any of your guests use offensive, abusive or discriminatory language or use or threaten violence, offensive or intimidating behaviour or conduct, or if your or your guest's behaviour is unsatisfactory or your or your guest's or conduct does or, in our reasonable opinion may, put our employees and/or other members and/or guests at risk;

10.2.3 you and/or any guest(s) provide or attempt to offer, engage in, advertise or promote, whether or not for payment or other reward, 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;

10.2.4 in the case of a health pandemic, national crisis, or generally in the event of widespread illness and we consider it is in the best interests of other members and staff that you refrain from attending the club for a period of time. In these circumstances, we will waive your membership fees for the duration that your membership is frozen.

10.3 If we cancel your membership under clause 10.1 or 10.2 we will not allow you to join or access the club at any point in the future.

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

## **11. Our right to change your membership, these terms and conditions or the club rules**

11.1 We will try not to but if we absolutely have to, 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.

11.2 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, 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.

11.2 We may, without notice to you, make reasonable changes to these terms and conditions. If you are not happy with the changes, you can cancel your membership in accordance with clause 9 of these terms and conditions.

## **12. Restarting your membership after cancellation**

12.1 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 application form and set up a new direct debit with us.

12.2 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.

12.3 If your membership was cancelled by us due to reasons in clause 10, you will not be able to restart your membership with us.

## **13. Events beyond our reasonable control**

13.1 If we cannot provide **all** of the services and facilities at the club for 30 consecutive days or more, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice. By law, we do not have to pay you compensation in these circumstances.



13.2 Reasons or events beyond our reasonable control could include, for example, but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic and strikes or other labour disputes (not relating to our workforce).

#### **14. Assigning or transferring your agreement with us**

14.1 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 are not adversely affected or materially reduced.

#### **15. Proof**

15.1 We may need you to provide proof (is satisfactory to us), of:

15.1.1 your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or

15.1.2 your entitlement to cancel or freeze your membership; or

15.1.3 any e-mail you sent to confirm cancellation.

15.2 If you cannot provide satisfactory proof, for example you are not able to prove that you have been made redundant when you want to cancel your membership within the commitment period, 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.

15.3 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.

15.4 We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.

15.5 We will request photographic evidence at your time of joining, to validate your identity.

#### **16. Your contact details**

16.1 We will send all letters, e-mails, communications and other information to the address and contact details you have given us on your membership application form. It is your responsibility to keep us up to date with any changes to your address or other details and we will not be liable for any losses you suffer as a result of you failing to do so.

16.2 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 the club in the future.

#### **17. Club guests**

17.1 If you are aged 18 or over, you can invite guests to the club. Each guest will have to pay a fee to be entitled to enter and use the facilities. You can get details of these fees at from any member of staff at the club. Your guests must sign in at reception and complete a health declaration 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 health, fitness or exercise are identified or arise from the questionnaire.



17.2 Guests must comply at all times with these terms and conditions (where they apply) and with the club rules. Any failure to do so, may result in the withdrawal of access rights for you and/or any of your guests..

17.3 We can refuse admission of any guest into the club and we are at liberty to do so at our discretion and without giving any reasons.

17.4 Your guest does not need to be with you to visit the club (unless we say otherwise).

17.5 We may restrict:

17.5.1 your maximum number of guests at any one visit to 2;

17.5.2 any guest to a maximum of 12 visits per year; and

17.5.3 the use of individual guest passes more than 3 times in one month.

## **18. Membership cards**

18.1 We will give you, a membership card upon joining. 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 to enter the club.

18.2 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.

## **19. Liability**

19.1 Your wellbeing is a priority to us when you are at our club using our facilities, so when we carry out any 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 the club.

19.2 We are committed to maintaining and upgrading the facilities we offer in order to provide you with the best possible service and experience at our club, however, we cannot guarantee that all the facilities will be available at all times due to maintenance issues and facility or equipment breakdowns or malfunctions. We will always do our best to ensure that disruption is kept to a minimum and those breakdowns or malfunctions are sorted out as soon as possible but we do have to mention that by law, we do not have to pay you compensation for any service, facility or equipment not being available (including, by way of example only and without limitation, for reasons of health and safety, or if the unavailability is for the benefit of our members generally) unless this was due to or caused by our negligence.

19.3 As a club we do our best to ensure the safety and security of you and your belongings (for example by providing secure lockers for your things), but we need to draw your attention to the fact that although we hope that you never experience any loss or damage howsoever arising, by law, we do not have to pay you compensation for such loss or damage you may suffer unless it is caused by our negligence or failure to comply with applicable law.

19.4 Our aim at Acorns is to ensure that you have the best possible experience and we are committed to delivering an excellent service however we need to tell you that we are not able to pay you compensation even if we have failed to carry out our duties due to:

19.4.1 your own fault;





19.4.2 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

19.4.3 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.

19.5 To provide you with a better service, we may make changes to the facilities we provide, but 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.

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

19.7 You should consult your doctor before you start any exercise, exercise programme or class and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.

19.8 We cannot accept liability for theft or for loss or damage to you or your guest's property in the club or the car park unless that theft or loss or damage was caused by our negligence. It is your responsibility to ensure that your valuables are kept secure and that you use the lockers provided. Wherever possible, you should avoid bringing in valuables or large amounts of cash into the club.

19.9 Subject only to clause 19.10, in no event shall our total liability to you for any one event or series of related events exceed the total sum of 150% of the total amount paid by you for your membership and/or the services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose.

19.10 Nothing in these terms and conditions excludes or limits our liability for:

19.10.1 death or personal injury caused by our negligence or that of our staff; or

19.10.2 fraud or fraudulent misrepresentation; or

19.10.3 any other liability which we cannot by law exclude or limit.

## **20. Data protection**

20.1 We will only process personal information you give us in accordance with the applicable data protection laws and our privacy policy <https://www.acornsgym.com/cookie-policy/>. This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.

## **21. Law governing your membership**

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

These terms and conditions were last updated in February 2020.