

# Terms and Conditions of Membership

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### 1. General Terms

a) In these Terms and Conditions [and in The Rules] "GYMBOX" means SPARRING PARTNERS Ltd; "Member" means the member named on the attached membership Application Form; "the Club" means the GYMBOX gym at which the Member applied for membership; "Home Club" means the GYMBOX gym the Member uses most; "Contract" means the contract between GYMBOX and the Member subject to the terms and conditions of membership set out below, on the Membership Application Form, and in the Rules; "Membership Application Form" means the application form completed by the Member to join the Club; and "Rules" means the Rules of membership set out in the GYMBOX Rules of Membership.

b) The Club is a proprietary club owned by GYMBOX whose principal activity is to provide health, fitness and leisure facilities for Members and their guests. GYMBOX has appointed a general manager at each club, who together with the management team ("the Management") is responsible for the operation of the relevant club in accordance with the terms and conditions of this Contract as amended from time to time.

### 2. Membership Application

a) Membership is subject to the terms and conditions of this Contract as amended from time to time.

b) Submission of a Membership Application Form is an offer by the Member to GYMBOX to become a member of the Club subject to the terms and conditions of this Contract. Membership shall only be effective on payment of the Admin Fee and the Management reserves the right to reject any application for membership.

c) All membership schemes are available to individuals of 18 years of age and over, subject to status, although individuals of at least 16 years of age may join with parental consent subject to any additional requirements GYMBOX may have from time to time.

### 3. Membership Types

a) "Pay as You Go" Membership entitles the Member to cancel their Membership Application by giving at least one month's advance written notice effective from the first day of the next full month.

b) "One Year Monthly" Membership entitles the Member to the use of GYMBOX facilities during all normal opening hours. "One Year Monthly" membership is a binding commitment by the Member to remain a Member for at least 12 months. The Member cannot cancel this Contract during the first 12 months. At the end of the first 12 months this Contract will continue to run on a monthly basis at the prevailing "One Year Monthly" membership rate.

c) One Year "Up Front" membership entitles the Member to the use of the GYMBOX facilities during all normal opening hours. Members will be invited to renew their membership upon expiry at the prevailing annual rate or alternatively have the option to switch to a "One Year Monthly" membership.

d) Annual membership is available to all membership types. Members have the option of paying the annual fee in twelve monthly direct debit instalments. The total amount payable under the direct debit instalment contract will exceed the advance annual payment and the difference represents a finance charge. An annual contract is for a period of one year whether payable in instalments or in advance.

e) "Off-Peak" Membership can be selected by the Member for either the "Pay as You Go", "One Year Monthly", One Year Up Front" and the "Half 'n' Half" membership. By electing to have an "Off-Peak" Membership the Member can only use the Club's facilities during the allotted "Off-Peak" times ("Off-Peak" times are displayed at the Clubs Reception). Management have the right to withdraw the "Off-Peak" Membership if the Member is found using the Club's facilities during Peak hours.

f) Full details of normal opening hours together with a schedule of charges and fees, all of which may vary from club to club, are available upon request at each GYMBOX club.

g) The Management of each club reserves the right to vary normal opening hours and to introduce, withdraw and vary categories of membership from time to time. In each case GYMBOX will provide at least one month's notice of such changes, such notice to be displayed at the affected club(s).

### 4. Cancellation

a) Any annual or monthly Member can cancel his/her membership after the completion of 12 months continuous membership by giving one month's advance notice in writing to the Club Manager. As monthly membership is a contracted commitment to membership for a minimum period of 12 months a Member may only cancel his/her membership on or after the first anniversary of their joining the Club.

b) Where the chosen method of payment for monthly dues is direct debit it is the responsibility of the Member wishing to cancel his/her membership to instruct his/her bank in writing to cancel the monthly direct debit. All subscriptions and dues must be fully paid up to date including the appropriate notice period at the time of cancellation. GYMBOX is not obliged to refund any membership dues where the Member has not cancelled their direct debit instruction with their bank in accordance with this clause and does not hold a written acknowledgement of membership cancellation signed and dated by their Home Club.

c) Where the chosen method of payment for monthly dues is recurring credit card the Member can only cancel their membership by written notification to GYMBOX. The member must hold written acknowledgement of Membership cancellation signed and dated by their Home Club.

### 5. Membership Card

a) Upon acceptance by GYMBOX of the Member's application and payment by the Member of the Admin Fee, the Member will be issued with a membership card and the Member shall be entitled to all the rights and privileges exercisable by the type of membership for which his/her application has been accepted.

b) A Member may not loan his/her membership card or permit its use by anyone other than the Member. The membership card remains the property of GYMBOX and should be returned to the Club upon termination of membership for whatever reason.

c) If a membership card is lost or mislaid, the Management will issue a replacement card for a nominal charge.

d) Any Member wishing to enter any GYMBOX club without a valid membership card will only be admitted at the absolute discretion of the Management.

### 6. Initial Joining Fee and Membership Dues

a) All Members shall pay an initial joining fee and the Admin Fee in the sums specified overleaf, before being issued with a membership card. The administration fee is not refundable under any circumstances.

b) Membership is payable in advance annually or monthly (please see paragraph 3 above "Membership Types"). In the event that the Member falls into arrears in respect of any fees or dues payable GYMBOX reserves the right to levy an administration charge of £35 for each such event.

c) Membership dues for monthly Members may be increased at the discretion of and at any time by GYMBOX, subject to at least one calendar month's notice.

d) Where the monthly payment method is direct debit, if any payment whatsoever under this Contract remains outstanding beyond the due date the Member's signature on the direct debit instruction form shall constitute the Member's unconditional and irrevocable authority to GYMBOX to debit the nominated credit/debit card account with the total amount due without notice to the Member. Where the payment method is direct debit if the Member is unable to provide appropriate credit/debit card details they must pay a deposit.

### 7. "Freezing" Memberships.

a) A monthly Member may apply for his/her membership to be "frozen", subject to paragraph 7(d) below, and for reduced monthly membership dues, at the then current rate, to be payable during any prolonged period of absence from use of the GYMBOX facilities. The expiry date of the initial 12 month fixed term of a monthly membership will be extended by the number of months the membership is "frozen".

b) An annual Member may apply for their membership to be "frozen" in which case the membership will be extended for a period equivalent to the "frozen" period with an additional fee payable at the then current monthly rate.

c) One calendar month's notice of "freezing" must be given in writing to the Member's Home Club and must be for a minimum period of three months and a maximum period of one year. Monthly membership may not be "frozen" during the notice period in respect of the cancellation of membership (please see paragraph 4 above "Cancellation").

d) "Freezing" will only be approved for genuine reasons of illness, injury, pregnancy or temporary employment relocation. Appropriate written evidence from the Member's doctor or employer is required to support the application to "freeze".

### 8. Limitation of Liability

a) In consideration of GYMBOX accepting their application for membership of the Club, and for he/she becoming and remaining a Member of the Club, the Member agrees that:

i) Neither GYMBOX, nor its employees or agents shall be liable for any loss, damage or theft of any property belonging to, or brought onto any GYMBOX club premises by the Member or any guest of the Member, occurring upon any GYMBOX club premises unless, subject to paragraph 8c below, such loss, damage or theft was caused by negligence of GYMBOX, or its employees, agents or sub-contractors.

ii) Vehicles, and their contents, parked in any club car park or elsewhere on the premises of any club are left at the owners risk and the club and/or GYMBOX will accept no liability for loss, damage or theft in respect thereof, unless, subject to paragraph 8c below, such loss, damage or theft was caused by negligence of GYMBOX or its employees, agents or sub-contractors.

iii) Neither GYMBOX, nor its employees or agents shall be liable for any death, personal injury or illness occurring upon any GYMBOX club premises or as a result of the use of the facilities and/or equipment provided by any GYMBOX club, except to the extent that such death, personal injury or illness arises from any negligent act or omission of GYMBOX or its employees, agents or sub-contractors.

b) Without prejudice to paragraph 8a(iii) above, it is the Member's responsibility to ensure that he/she correctly operates or uses any facilities and/or equipment provided by any GYMBOX club, including the adjustment of levels or settings on the equipment. If the Member is in any doubt as to how to correctly operate any equipment he/she should consult a member of staff before use.

c) Where loss or damage to property including vehicles, and/or their contents, parked in any club car park or elsewhere on the premises of any club is caused by the negligence of GYMBOX or its employees, agents or sub-contractors, GYMBOX liability shall be limited to £10,000.

### 9. Physical Condition of Member

a) The Member warrants and represents on the date of his/her application and repeats such warranty and representation each time he/she uses the GYMBOX facilities that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.

b) GYMBOX staff are not medically trained and are therefore not qualified to assess whether the Member or any guest is in good physical condition and/or that he/she can engage in active or passive exercise without detriment to his/her health, safety, comfort or physical condition. GYMBOX strongly advise all Members and guests to take expert medical advice prior to commencing any exercise programme if they are in any doubt about their ability to engage in active or passive exercise.

c) The Member shall not use any GYMBOX club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk, however small, that such use may be detrimental to the health, safety, comfort or physical condition of the other members or their guests.

10. Expulsion of Members and Termination of Membership

a) GYMBOX may terminate the membership of any Member, providing written notice of reasons for termination within a reasonable period from date of termination if not provided to the Member in writing at the time of termination:

i) without notice and with immediate effect if the Member's conduct, whether or not such conduct is the subject of complaint by another member or members, is such that in the reasonable opinion of the Management, it may be injurious to the character or interests of any club, or is such that it renders the Member unfit to associate with other members of any club;

ii) without notice and with immediate effect if the Member shall have committed any breach of the terms and conditions or of this Contract from time to time in force;

iii) without notice and with immediate effect, if any fees or dues payable under this Contract remain unpaid after the due date for payment; and

iv) upon notice in writing and with immediate effect, if GYMBOX is of the opinion that, the Member is not a suitable individual for continued membership of the Club.

b) All decisions of the Management under this clause are final and binding.

c) A Member whose membership is terminated by GYMBOX under the provisions of Clause 10(a) shall forfeit all the privileges of membership with immediate effect without entitlement to any refund of his/her initial joining fee or monthly or annual membership charges and shall remain liable for any outstanding membership dues or initial joining fee which remain due and owing to GYMBOX at the date of termination of membership. On termination of his/her membership, the Member shall immediately return his/her membership card and any other evidence of membership provided to that Member by the Club and shall be prohibited from Membership of any other of GYMBOX clubs.

d) Any lapses in membership, including but not limited to the non-payment of monthly membership dues or failure to renew annual membership, may result, at GYMBOX's discretion in the current joining fee and administration fee being charged should the Member reapply for membership.

### 11. Conduct

a) Members and guests should use the equipment and facilities in accordance with the advice given by any club staff and/or by notices suitably posted. Members and guests shall not abuse the equipment or facilities of any club and any damage to any club property shall be paid for by any Member or guest who wilfully or negligently causes such damage.

b) Disorderly, rude or offensive behaviour towards any club staff or other members will result in the immediate termination of the Member's membership. For the purpose of this rule a single breach will be regarded as "serious".

### 12. Other

a) Upon joining the Club the Member consents to having his/her photograph taken by GYMBOX at any time whilst using the GYMBOX facilities and the Management reserves the right to use any such individual or group photographs of members and/or guests for press or promotional purposes.

b) Members and their guests are asked to store personal belongings in the lockers provided. Lockers are provided on a daily basis only and items left overnight will be removed from the lockers and retained for a reasonable period of time appropriate to their value and will subsequently be disposed of by the Management. Management reserves the right to levy a fee, at the current rate, for unauthorised overnight usage of lockers.

c) Each club's normal hours of operation and the hours in which any facilities within that club are available to members are obtainable from that club upon request. The Management however reserves the right temporarily to close certain areas of any club from time to time without notice for the purpose of cleaning, decorating, repairs or for special functions and holidays.

d) The failure of the Management or GYMBOX to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights, neither shall any failure to identify or act upon a breach of the terms of this Contract by Members be deemed to be an affirmation by the Management and/or GYMBOX that the behaviour of the Member or their guest is acceptable.

e) Where a provision is deemed to be invalid or unenforceable by the courts the provision will be deleted from this Contract but such deletion will not affect the validity and enforceability of the remaining provisions.

f) Membership is personal to the Member and cannot be transferred to any other person.

g) GYMBOX may assign or transfer the benefit of this Contract, or sub-contract its obligations under it, to any person, firm or company at any time without notice to the Member but shall remain primarily liable to meet its obligations to the Member under this Contract unless the Member agrees otherwise.

h) i) Where GYMBOX is required to provide written notice to the Member under this Contract, GYMBOX will send the notice to the address appearing on the Membership Application Form or such other address as the Member shall notify to GYMBOX in writing from time to time. It is the responsibility of the Member to inform GYMBOX promptly of any change of the Member's address. Any notice sent by GYMBOX in accordance with this clause will be deemed received by the Member two days after the date of despatch.

ii) Where GYMBOX is required to give notice to the Member under this Contract but the notice is not specified to be required in writing, appropriate notice shall be deemed to have been given to the Member if GYMBOX places notices in prominent positions within the Club or clubs (as appropriate).

iii) Where the Member is required to give written notice to GYMBOX under this Contract, the Member must send the notice to the Club Manager at the Member's Home Club.

### 13. General

a) The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Contract so that no person other than the Member and GYMBOX (to include the Management and GYMBOX employees, agents and sub-contractors) can rely on or benefit from this Contract.

b) Except where permitted by this Contract, neither GYMBOX nor the Member may alter the terms of this Contract without the express agreement of the other.

c) This Contract will be subject to English Law and the Courts of England will have jurisdiction over any disputes in relation to it.