

Before starting your membership you must agree to the following;

1. ACCEPTANCE OF MEMBERSHIP

- The decision to accept the application of a potential member shall be at the sole discretion of FIT CLUB YORK. We reserve the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the repayment of all monies due to FIT CLUB YORK. If the membership application is accepted by FIT CLUB YORK, membership by the applicant shall commence as stated in the agreement.
- The acceptance of an application for membership of FIT CLUB YORK shall constitute a legally binding agreement between the member and the studio. The member hereby agrees also to be bound by the Studio Rules, a copy of which is displayed in reception at all times.

3. LIMITATION OF LIABILITY

- The member acknowledges that FIT CLUB YORK obligations and liabilities in respect of FIT CLUB YORK are defined in this agreement and/or within the Regulations Applicable to All Users.
- The member is responsible for the consequences of any use of any of the facilities of FIT CLUB YORK. We will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, or otherwise.

4. PHYSICAL HEALTH OF MEMBER

- The member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.
- Before using FIT CLUB YORK please read and agree to the PAR-Q form issued by FIT CLUB YORK under its obligations as a member of the Fitness Industry Association. This is found in your Team Up app and must be completed prior to your first session at FIT CLUB YORK.

5. MEMBERSHIPS

- All memberships include access to a booking app, the members portal and unlimited use of the Inbody body composition machine. GROUP TRAINING memberships consist of TRANSFORM, COMMIT & BUILD memberships. TRANSFORM – unlimited group sessions per month. COMMIT – 13 group sessions per month. BUILD – 9 group sessions per month. All memberships have a minimum contractual term of 3 full months from sign up. Members cannot cancel a Group Training membership during this period and until the minimum term has passed. For terms around cancellation please see section 7. All 6 WEEK CHALLENGES are paid upfront and include 18 group training sessions. 6 WEEK CHALLENGES are non-refundable from the time of purchase.
- PERSONAL TRAINING memberships are also available upon request. Other categories of membership shall be stipulated by FIT CLUB YORK periodically.

6. MEMBERSHIP CHARGES & PAYMENT OPTIONS

- All members are liable to pay all upfront or monthly membership fees irrespective of actual usage of FIT CLUB YORK facilities and there will be no refund on any unused sessions within the month. All 6 WEEK CHALLENGES run for a maximum term of 6 weeks from the first session and no part refund will be given for any unused sessions that expire at the end of the 6 week term.
- All GROUP TRAINING and PERSONAL TRAINING memberships are paid for monthly in

advance, and FIT CLUB YORK will collect this via our processing partners, Stripe. on 1st of each month for the duration of their contract. Failed payments will be reattempted a total of 3 times. After this time, if the payment remains outstanding, a late payment fee of £5 will be added to the amount outstanding.

- If paying monthly, the contract is for a minimum period depending on membership selected (see section 5). After the minimum period, the contract will defer to a rolling monthly contract. Upfront payments cover the full term of membership and are non-refundable regardless of usage. Note that continuance of monthly payments made to FIT CLUB YORK at the end of the minimum period, and any fixed periods thereafter, shall be deemed to constitute renewal of this Membership Agreement for a further fixed period of 1 month at the prevailing rate until written notice is received by FIT CLUB YORK and/or the Collections agency at least 1 calendar month prior to proposed termination date. FIT CLUB YORK reserves the right to increase membership fees on an annual basis.

7. CANCELLATION AND CAUSES FOR EARLY TERMINATION

- The following reasons may be acceptable to FIT CLUB YORK subject to formal agreement for early termination. Termination requests will only be accepted and applied from the date of written correspondence and received by the Studio or the Collections agency. Any early cancellation will not be backdated beyond this time and no retrospective refunds will be given of any unused parts of a membership period. Illness or Injury: Letter from GP or referring Doctor required. Bankruptcy: proof required. Written correspondence must be addressed to info@fitclubyork.com.
- To cancel a monthly financed instalments payment membership an email must be sent to info@fitclubyork.com requesting to do so. If the minimum term has surpassed, then one further full payment will be taken from the date of this correspondence.
- Requests to termination will only be accepted in writing to info@fitclubyork.com. An acknowledgement email will then be sent detailing when the last payment will be made to FIT CLUB YORK. Please do not cancel your card payments until after this time. Early cancellation of any payment will result in an additional administration charge of £30.
- If early termination criteria are not met then monthly financed instalments payment memberships are subject to one full payments notice from the date of the cancellation request post minimum term.
- Monthly financed instalments must not be cancelled within the contractual term without the prior approval of FIT CLUB YORK. Early unauthorised cancellation of monthly financed options will be considered a breach of contract, and the full outstanding contractual amount will be due immediately.
- Annual upfront membership will run until the anniversary date. This membership is non-refundable and will not renew without payment.
- Upfront memberships and 6 week challenge memberships are non-refundable from the date of purchase.

8. PAUSING/SUSPENDING OF MEMBERSHIP

You may pause/suspend your membership for a single period of between two and six calendar months within any twelve-month period.

- If you wish to suspend your membership you will need to notify us in writing via email to info@fitclubyork.com, stating the start date for the suspension and the number of months you want it to last.
- suspension applications need to be made no later than 14 days prior to the start of any suspension.
- you can suspend your membership if you are suffering from a medical condition which means you are unable to use your club's facilities. You must provide a doctor's note.
- if you suspend your membership within your initial contractual term, we will extend the initial period by the total period that your membership was suspended. Your membership will automatically restart at the end of the suspension.

Suspending your membership is not the same as ending your membership. You may not end your membership during a period of suspension.

9. PERSONAL TRAINING SESSIONS & CLASS & GROUP TRAINING BOOKINGS

Personal training packs are sold with an expiry date from purchase;

- Intro Pt intro packs expire in 30 day - 5Pt packs expire in 45days.

· All paid and inclusive personal training sessions that are confirmed have a 4 hours cancellation window. Failure to notify the personal trainer prior to this 4 hours window will result in sessions being charged.

· All class/group training bookings carry a 4-hour cancellation window. Failure to cancel a group training session/class within this 4 hour window will result in a technical 'no show' and the session will be charged/lost. All group training sessions/classes cancelled prior to the 4 hour cancellation window will be returned as a credit to be used within the membership's monthly allowance.

All monthly and/or weekly inclusive Pt sessions are non-transferable and cannot be carried into the next period (week or month) without the prior consent of the FIT CLUB YORK. Inclusive PT sessions hold no monetary value outside the membership.

· Classes and group training sessions are booked on a first come first served basis. Memberships do not guarantee class availability as a result.

10. EXPULSION OF MEMBERS/GUESTS OR TERMINATION OF MEMBERSHIP

BY FIT CLUB YORK

• We may expel members/guests or may terminate the membership of any member:

• without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the reasonable opinion of FIT CLUB YORK it may be injurious to the character, name or interests of the Studio or is such that it renders the member unfit to associate with other members of FIT CLUB YORK.

• By notice in writing if any part of the annual membership fee or monthly membership charge which is due and payable remains unpaid thirty days after the due date for payment.

• Lapses in membership payment will incur an Administration charge of £30.

• A member whose membership is terminated by FIT CLUB YORK, shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of their product fee or annual or monthly financed instalments membership fee.

11. STUDIO FACILITIES

• Certain categories of membership do not include all of FIT CLUB YORK's services and facilities. Services and facilities not so included may be provided at an additional charge at FIT CLUB YORK's discretion.

• FIT CLUB YORK reserves the right to make reasonable alterations to the type of facilities provided without notice and we shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur for 14 days or less, due to matters beyond our control or improvement works.

12. HOURS OF OPENING

• Information in relation to our normal hours of operation and the opening hours of the facilities are available from us upon request. Such hours may be lengthened or shortened at the absolute discretion of the management with or without any prior notice being given to members. FIT CLUB YORK shall endeavour to give members reasonable notice of change to such hours.

• On occasions when necessary maintenance is required, FIT CLUB YORK, or parts thereof, may be closed. Any refund given as a result of closure will only be made at the sole discretion of the Director or Manager.

13. NOTICE AND MEMBERSHIP CORRESPONDENCE

• All membership related correspondence, including cancellation and freeze requests, must be sent to the email info@fitclubyork.com. The email will be time stamped. The studio will endeavour to respond within 5 working days.

