

Membership Terms & Conditions



1 Definitions

“Administration Fee”	A one-off fee payment by you in order to commence your membership and is not refundable other than in the event of breach or negligence by us;
“Club”	TP Fitness Gym & Personal Training LTD;
“Club Rules” or “Rules of Membership”	The Club Rules relating to opening hours, use of facilities and your conduct within the Club;
“Commitment Period”	The period of time for which you have committed to being a member of the Club;
“Direct Debit Payment”	The Monthly Membership Fee paid via direct debit;
“General Manager”	The term General Manager can also relate to: Manager, Club Manager, Owner or Franchises;
“GoCardless”	GoCardless company registration number 07495895 the company we use who provide Direct Debit payment services to you and administers our agreement with you;
“Health Commitment Statement”	Your Health is your responsibility. The manager and staff of TP Fitness are passionate about helping you take every opportunity to enjoy our facilities. With this in mind we have considered what we can reasonably expect of each other and this is contained within the Health Commitment Statement that you would have read and completed as part of your sign-up process;
“Member”	You have agreed to become a member of TP Fitness Gym & Personal Training and pay the relevant membership fees to TP Fitness;
“Members Details”	The information recorded as part of the membership joining process used to complete your Direct Debit Payment and your membership;
“Monthly Membership Fee”	The amount you are required to pay monthly for a standard membership;
“Notices”	Notices from you to the Club must be in writing, preferably via email or, where available, via the forms of the website
“Personal Trainer”	An individual certified to have a degree of knowledge of general fitness involved in exercise prescription and instruction.

2 Principal Terms

2.1) This agreement is an agreement between you and TP Fitness Gym and Personal Training LTD

2.2) This agreement commences once you have indicated your acceptance either in the Club or in the Declaration section of the website sign up process.

2.3) You will be entitled to all the right and privileges exercisable for the type of membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your Direct Debit instruction.

2.4) GoCardless provides Direct Debit payment services to you and administers our agreement with you, in consideration of which you agree to pay all the fees and charges associated with your Membership and set out below to us via GoCardless as our agent.

3 Membership

3.1) Persons wishing to become members of the Club shall complete the membership sign up process at the Club, or online through the website. The Club reserves the right to reject any application for membership without giving any reason for so doing. By ticking the 'agree to Terms and Conditions' box on the screen during the sign-up process the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.

3.2) you will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

3.3) The minimum age to become a member is 14. If you are aged between 14-17 you must sign up in the Club with relevant parent or guardian.

4 Membership Categories

4.1) The Club may offer different categories of membership. Your choice of category on joining will determine the fees you pay and any restrictions that may apply to your use of Club facilities. You may change to any other available membership category by giving 30 days' notice to the Club.

4.2) The Club reserves the right to alter the operating and where applicable, access hours of the club. Where possible, the Club will always attempt to give at least 30 days' notice to all members.

5 Duration

5.1) When you join the Club you are agreeing to remain a member for a Commitment Period which will depend on which membership type you have chosen. Your membership will automatically continue on a rolling monthly basis following your Commitment Period requiring 30 days' notice to terminate from your next scheduled payment date. If notice is



given on your actual payment date of payment, then the 30 days' notice will serve from then.

5.2) A 'Rolling Contract' membership option means that your Commitment Period is your first month of membership. For example, if you join on 10th September 2019 then your commitment period will end on the 30th October 2019.

5.3) If you have chosen a 'Contract' membership type then your commitment period will end after the length of time that you have contracted for. For example, if your membership type is a 12-month contract and you joining on 10th September 2019 then your commitment period will end on the 30th September 2020.

5.4) If you choose to pay your membership fees monthly via Direct Debit your Club membership will continue automatically after the Commitment Period end date.

5.5.) If you chose to join the Club by paying your membership fee in advance your Club Membership will terminate automatically on expiry of the Commitment Period.

6 Fees

The Club will set the level of fees and reserves the right to change the level of fees from time to time. The following fees prevail:

6.1.1) Membership fee; the level of membership fees shall be determined according to the type and category of membership.

6.1.2) Administration fee; an administration fee is payable as specified during your sign-up process. Your administration fee goes towards start-up costs.

6.1.3) Other fees; all other fees and prices for the sale of goods at the Club, solarium and any other serviced will be set by the Club.

6.2) Membership Fees and Administration Fees are not refundable by the Club under any circumstances.

6.3) If your bank fails to make a due Direct Debit payment from your account. We may apply to your bank for payment by Direct Debit twice within one calendar month and we reserve the right refer any missed due payments to a debt collection agency.

6.4) Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the remainder of the commitment period will automatically become due and payable in full.

6.5) All club membership fees and other fees are reviewed periodically. For any changes to the monthly fee, we will give you at least 30 days' notice.



6.6) We may charge a reasonable fee for any of the following: replacing lost membership cards/changing and/or updating membership category and transferring memberships.

7 Suspension of Membership (Freezing)

7.1) A Member may if she is unable to make use of the Club facilities and at the discretion of the Club, suspend her membership for one continuous period of at least 30 days and a maximum of 6 months (in any 12-month period). Written notice must be given to the Club (or where available, via online 'freeze' on the website). The Club shall have the right to request a doctor's certificate. A reduced monthly fee may be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold.

8 Termination of your membership by the Club

We may terminate this agreement if the following circumstances:

8.1) If you commit a serious or repeated breach of this agreement of the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

8.2) If any part of your membership fee remains unpaid 30 days after its due date for payment;

8.3) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.;

8.4) If you engage in any illegal activity or activity which we deem to be unacceptable behaviour;

8.5) If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable cost incurred.

9 Termination by you, the Member (ending your membership)

9.1) After your commitment period (or within the last 30 days of your commitment period) you can end your membership by giving us notice. If, however, you wish to cancel your membership during the commitment period, you can do so if any of the following criteria are met and your request is made in writing accompanied by documentary evidence.

9.1.1) Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.



9.1.2) Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

9.1.3) Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

9.1.4) Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

Please note – Any Cancellation of the above reasons will not be affected until the appropriate proof is provided and received (in writing or via email) by the club.

9.2) Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services, you may reasonably expect, and we have fallen well below that standard.

9.3) You can cancel your membership via the online cancellation form on our website. We will email you back to confirm your cancellation, if any further payments are due and until what date you will have access to the Club.

9.4) Stopping paying your fees is not the same as giving notice. If you stop paying, but do not give us notice, you are still obligated to pay the fees. As mentioned above, we reserve the right to refer any missed payment to a debt collection agency. We, or our agents, may charge a fee for missed payments and/or letters sent to you in respect of unpaid amounts.

9.5) You need to give us 30 days' notice to cancel your membership from your next scheduled payment date. Any payment due during that period will be your last and your membership will continue for the period you have paid for. For example – your membership payment comes out on the 1st of the month; you give written notice on the 5th October; your payment on the 1st November will be your last payment and you can use the club until the 30th November.

10 Membership Access

10.1) Membership Access, in the form of card, fob, code will be issued to all members upon joining the Club and is used to gain entry to the Club. Membership Access is not transferable. Any members allowing their access to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice in accordance with Clause 8 above and without return of any prepaid membership charges.

10.2) If membership access is lost via the membership card or fob, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement.



11 Club Rules

11.1) The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days' notice to members, except in the case of emergency.

12 Opening Hours:

12.1) The Club's opening hours, as amended from time to time, are display on the Club Right app and are available on the website.

12.2) The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions, staff training ang holidays.

12.2.1) Membership refund will not be made in the event of any ad-hoc closures.

13 Restriction of Liability

13.1) The Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Noe will the Club accept liability arising from acts or omissions of third parties such as massage therapists, beauticians, etc renting treatment rooms. This also applies to self – employed class instructors. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage there to will be accepted by the Club.

14 Health & Safety

14.1) Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

14.2) The Club has a zero tolerance policy on the use, sale or purchase of illegal drugs on the premises and reserves the right to eject, terminate and ban any member or guest contravening this.

14.3) Members must sign a Health Commitment Statement prior to using the facility which is part of the sign-up process when joining; if unable to sign you must provide a doctor's note stating you are well enough to exercise.

15.1) In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are



made by the new owner. Any such disposal will not affect your contractual or statutory rights.

16 Your Personal Data

16.1) Access to all personal data collected from you in connection with your membership is dealt with in accordance with the TP Fitness privacy agreement which can be seen on the Club Right app along with our website and the Data Protection Act 2018.

17 Changes and Amendments

17.1) TP Fitness may amend the terms and conditions of this membership at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL <https://www.tpfitnessgym.co.uk/about-us-1> . These terms and conditions shall be binding upon you.