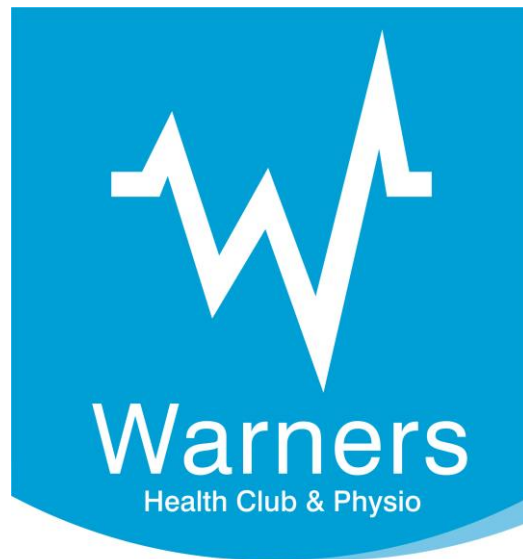


**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

**SPORTS HEALTH LIMITED**

**TA "Warners"**



## Sports Health Limited Membership Agreement

This is an Agreement between **you**, the Member, and Sports Health Limited, a company incorporated in England and Wales under registered number 04189671, whose registered office is at 80-86 Pickering Road, Hull, East Yorkshire, HU4 6TE (“**us**” or “**we**”).

Our joining process is a web based process. Full membership prices and options can be found on our website to be selected by you as part of the joining process at <https://warnershealthclub.co.uk> By following the joining process at our website to become a Member at Sports Health Limited you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

Our standard membership terms are set out below. Concession membership is subject to different membership fees and cancellation rights and such other variations that appear under the relevant Concession membership sections below.

### **Definitions:**

Standard Membership: Membership is treated per month.

Annual Membership: Membership is paid upfront for 12 months.

Monthly Membership Amount: The amount you agree to pay out on a monthly basis for a standard membership.

3 Monthly Membership Amount: The amount you agree to pay out on a 3 monthly basis for a standard membership.

6 Monthly Membership Amount: The amount you agree to pay out on a 6 monthly basis for a standard membership.

Membership Amount: The amount you agree to pay for the full term of your membership

Induction Fee: Our fees for your initial induction which will include a basic health assessment.

Administration fee: Our fees for initiating and fees raised for changing membership terms or arising out of any breach of the terms as set out in the Members Area of our website.

### Standard Membership – Your rights

1. This Membership Agreement starts once you have accepted the terms during the online joining process. By accepting the terms you are agreeing to pay any applicable Administration Fee and Monthly Membership Amount. These are shown at the start of the joining process and also before you confirm your payment instruction.
2. You may choose during the online joining process to start your membership either immediately or on any date from the date that you accept the terms. We may inform you during the online joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.
3. You are entitled to access and to use Sports Health Limited defined by your Membership provided you continue to pay your Membership Amount. However we reserve the right to change the access privileges of members where membership allows access. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.
4. You have the right to cancel this Agreement at any time from the start of the Agreement without giving any reason but you must let us know you wish to do so within a 14 day period. You may contact us through the member’s area. Using the email that you used during the online joining process and the unique email address or you may use the cancellation form given at reception but it is not obligatory. The cancellation period will expire after 14 days from the day you accept the terms. To meet the cancellation deadline, it is sufficient if you send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
5. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.

6. If you cancel your Membership within the 14 day period we will refund to you the Membership Amount you have paid not later than 14 days after the day on which we are informed about your decision to cancel using the same means of payment as you used for the initial transaction.
7. If you have requested an immediate membership start date and you cancel your Membership, proportionate charges will be due. We will refund to you any Membership Amount you have paid us but the Membership Amount will be reduced by the higher of (a) the one-day pass rate and (b) an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel.
8. After the 14 day cancellation period you may terminate your Membership at any time by cancelling the direct debit mandate with your bank. Your Membership will end with immediate effect.
9. You may freeze your Membership at any time and for any period, during which your Membership will be deactivated, by visiting the Members area of our Website and you will pay a reduced Monthly Membership Amount.
10. If you join with a membership that benefits from a discount (whether or not temporary) to the Monthly Membership Amount you will lose the discount and pay the advertised Monthly Membership Amount if your membership is terminated and you choose to re-join at a later date.
11. You may opt out of email and SMS communications that we may send but if you do we cannot be held responsible for any loss incurred by you not receiving related communications.
12. You may complain to us by emailing [info@warnershealth.co.uk](mailto:info@warnershealth.co.uk) from or quoting the email address that we hold for you and quoting your DOB.

#### Annual Membership – Your Rights

1. This Membership Agreement starts once you have accepted the terms during the online joining process. By accepting the terms you are agreeing to pay the full amount of the membership upfront before commencing your membership. These are shown at the start of the joining process and also before you confirm your payment instruction.
2. You may choose during the online joining process to start your membership either immediately or any date from the date that you accept the terms. We may inform you during the online joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.
3. You are entitled to access and use the facilities for the full duration of the membership.
4. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason but you must let us know you wish to do so within the 14 day period. You may email us at [info@warnershealth.co.uk](mailto:info@warnershealth.co.uk) using the email that you used during the online joining process or quoting the unique member identification number that you were sent or you may use the cancellation form at reception but it is not obligatory. The cancellation period will expire after 14 days from the day you accept the terms. To meet the cancellation deadline, it is sufficient if you send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
5. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.
6. If you cancel your Membership within the 14 day period we will refund to you the Membership Amount you have paid not later than 14 days after the day on which we are informed about your decision to cancel using the same means of payment as you used for the initial transaction.
7. After the 14 day cancellation period you may terminate your Membership at any time by informing us by telephone or email. We will not provide a refund except if you provide evidence that you are ill or-injured after which we will refund to you any Membership Amount you have paid us reduced by the sum of a £10.00 administration fee and an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to terminate.
8. Unlike our standard Membership you may not freeze your Membership.
9. You may opt out of email and SMS communications that we may send but if you do we cannot be held responsible for any loss incurred by you not receiving related communications.
10. You may complain to us by emailing [info@warnershealth.co.uk](mailto:info@warnershealth.co.uk) using the email address that we hold for you and quoting your Member Identification Number.
11. Your Membership will automatically renew 12 months from the joining date, you will be advised of this before you accept these terms.

#### Standard Membership - Your Obligations

1. You agree to pay us any applicable Administration Fee on the date shown at the end of the online joining process (and which was also sent to you by email).
2. You agree to pay us the Monthly Membership Amount by direct debit whether or not there is any temporary interruption in services during the period whether foreseen or unforeseen. We will close the premises on at least 3 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances.
3. Your first Monthly Membership payment is due on the date shown at the end of the online joining process (and which was also sent to you by email).

4. You agree to maintain a direct debit instruction with your bank for the Monthly Membership Amount.
5. Subsequent Monthly Membership payments are due on the same day of subsequent months.
6. If any payment due from you is returned unpaid or not honoured you will pay us on demand an administration fee of £15.00.
7. You confirm that you are at least 16 years old. If you are younger than 16, see Other Clauses.
8. You consent to, and waive any and all claims in respect of, your image being recorded by 24 hour CCTV for security purposes and reviewed at our discretion by our employees and contractors.
9. You must use the facilities and equipment in the proper manner and you must consult a member of staff if you are unsure.
10. You will be liable for any damage caused to our equipment or facilities through your negligent use.
11. You consent to incidental inclusion in marketing photographs of our premises that we may take from time to time.
12. You agree that you have understood our privacy policy which is available at <https://warnershealthclub.co.uk/privacy-policy/>
13. You agree to tell us immediately of any changes to your personal details including contact information.
14. You agree to pay a £14.99 Induction & Admin Charge which is added to your account upon sign up of a membership. Members who have previously held membership at Warners will not be charged.

#### Annual Membership – Your Obligations

1. You agree to pay us the full Membership Amount due for the period at the end of the online joining process (and which will be confirmed to you by email) by credit or debit card or Direct Debit.
2. You agree that you will not be eligible for any refund if there is any temporary interruption in services during the period. We will close the premises at least 3 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances.
3. If any payment due from you is returned unpaid or not honoured you will pay us on demand an administration fee of £15.00.
4. You confirm that you are at least 16 years old.
5. You consent to, and waive any and all claims in respect of, your image being recorded by 24 hour CCTV for security purposes and reviewed at our discretion by our employees and contractors.
6. You must use the facilities and equipment in the proper manner and you must consult a member of staff if you are unsure.
7. You will be liable for any damage caused to our equipment or facilities through your negligent use.
8. You consent to incidental inclusion in marketing photographs of our premises that we may take from time to time.
9. You agree that you have understood our privacy policy which is available at <https://warnershealthclub.co.uk/privacy-policy/>
10. You agree to tell us immediately of any changes to your personal details including contact information.
11. You agree to pay a £14.99 Induction & Admin Charge which is added to your account upon sign up of a membership. Members who have previously held membership at Warners will not be charged.

#### Standard Membership - Our Obligations

1. We reserve the right to change the access privileges of members with membership packages that allow access to Sports Health Limited. This includes access to the facilities and cryotherapy equipment, changing areas and therapists staff for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership. If you have standard Membership and the facilities closes indefinitely this Agreement will end and you will receive a pro-rata refund of your Membership fee.
2. We will endeavour to reopen the facilities as soon as is reasonably possible in circumstances where we are required to close or restrict facilities for any reason.
3. We will securely store recorded CCTV footage in accordance with our privacy policy which is available at <https://warnershealthclub.co.uk/>

#### Annual Membership – Our Obligations

1. We will make reasonable endeavours to make available to you the rights and privileges of Membership you joined and have paid for. This includes access to the facilities and cryotherapy equipment, changing areas and PT staff for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership. If your facilities closes indefinitely this Agreement will end and you will receive a pro-rata refund of your Membership fee.
2. We will securely store recorded CCTV footage in accordance with our privacy policy which is available at <https://warnershealthclub.co.uk/>

### Standard Memberships - Our Rights

1. We will terminate this Agreement and your Membership with immediate effect if you do not pay the applicable Admin Fee, or Monthly Membership Amount when it falls due.
2. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Membership Rules available at <https://warnershealthclub.co.uk/> in this event you will no longer be able to access any of our facilities and we will not give any refund.
3. If we do not terminate your Membership if you breach any of the Membership Rules, or if we give you extra time to pay if you do not pay your Admin Fee or Monthly Membership Amount when it falls due, we may subsequently enforce the terms of this Agreement.
4. We may communicate Cryotherapy and fitness related information to you by email or SMS.
5. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
6. Sports Health Limited, its parent companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of Sports Health Limited or its agents, employees or subcontractors, our liability to you will be limited to £500.
7. We may close our premises or areas within the premises with reasonable notice and at our discretion for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning or for other reasons outside of our control. We will not be responsible to you for not being able to access our facilities in these circumstances.
8. We are not liable for any injury you suffer through the incorrect use of our equipment of facilities.
9. We may make reasonable changes to Membership Rules and to the Membership Agreement terms and conditions at any time.
10. We will send to you email confirmation of these terms using the email address you used when you joined

### Annual Memberships – Our Rights

1. We will terminate this Agreement and your Membership with immediate effect if you do not pay your Membership Amount when it falls due.
2. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Membership Rules available at <https://warnershealthclub.co.uk/> In this event you will no longer be able to access any of our facilities and we will not give any refund.
3. We may communicate health and fitness related information to you by email or SMS.
4. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
5. Sports Health Limited, its sister companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of Sports Health Limited or its agents, employees or subcontractors, our liability to you will be limited to £500.
6. We may close our premises at our discretion with reasonable notice and for reasonable periods of time to carry out maintenance, repairs, refurbishment or cleaning or for other reasons outside of our control. We will not be responsible to you for not being able to access our facilities in these circumstances.
7. We are not liable for any injury you suffer through the incorrect or negligent use of our equipment of facilities.
8. We may make reasonable changes to Membership Rules and to the Membership Agreement terms and conditions at any time.
9. We will send to you email confirmation of these terms using the email address you used when you joined.

### Other Clauses

1. Only you, the person named in the online joining process, can benefit from this Agreement.
2. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
3. This Agreement is governed by the law of England and Wales.
4. You should print a copy of this Agreement for future reference.

5. Individuals aged between 12 and 16 years old may apply for membership subject to producing written parental consent and any additional requirements which The Company may reasonably ask for. Members under the age of 12 must be accompanied by an adult at all times.
6. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
7. We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with the PT and not with Warners (Sports Health Ltd)Limited.
8. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
9. We reserve the right to show potential Members and other individuals the facilities on a trial basis.
10. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
11. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.

#### Additional Services

1. Personal Training Sessions and "additional services" do not form part of this Agreement and are provided by Sports Health Limited.
2. Any "additional services" (including, for example, Physiotherapy Sessions, Compression Therapy Sessions and Massage Sessions) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for "additional services", you are entering into a different agreement with Sports Health Limited and its sister company Hull Sports Medicine Centre Limited
3. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the "additional services" which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
4. We may provide induction services or personal reviews of your training needs which services are provided without additional charge. Those services are part of your Membership Agreement and nothing herein restricts the liability that we may have under your Membership Agreement for such services.

#### Member Satisfaction Surveys

1. We may choose to send an email from time to time to a randomly selected group of our members by inviting them to participate in a survey of satisfaction.
2. At our discretion member satisfaction survey participation may be associated with a prize draw offering cash prizes of varying amounts to participants.
3. Members that respond to an email advertising a prize draw by visiting the website and completing the satisfaction survey by the advertised closing date will be entered into the draw.
4. Participants will only be entered into a draw once per draw.
5. One winner will be chosen at random from all entrants to that draw within 90 days of the closing date.
6. Winners will be contacted after the prize is drawn to arrange payment of the cash prize.

#### Free Day Passes

1. Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
2. Free passes have no resale value, and cannot be exchanged for cash or any other product or service.
3. Passes must be used on consecutive days
4. Free passes should be booked to start before the advertised expiry date any passes set for redemption after this date may be cancelled without warning.
5. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
6. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
7. You cannot transfer this daily membership to anyone else nor transfer to another date.

Guests & Visitors

1. Members (over the age of 18) may bring guests to the gym provided : (a) we receive payment of the guest fee, as set out in the relevant Club price list current at the time of the guest's visit charged by the Club; and (b) the guest completes a Pre-Activity Questionnaire or Health Commitment Statement as requested by The Company.
2. Members must accompany their guest at all times, and the Member who brings the guest remains responsible for their guest's conduct whilst they are in a Club. The Member may not leave that Club prior to their guest's departure
3. A Member who has "frozen" his/her Membership will not be allowed access to any Club (including as a guest).
4. Members must ensure their guests pay the appropriate guest fee, or surrender a valid guest pass (if applicable) before accompanying them into a Club.
5. Members must ensure that their guests comply with these Rules.

**Date:**

**Customer:**

Name:

Company (if applicable):

VAT (if applicable):

Address:

Contact:

Supplier

Name: Sports Health Limited with trading name Warners, a company incorporated in England and Wales under registered number 04189671 and Vat Number GB 789115787

Address: 80-86 Pickering Road, Hull. HU4 6TE

Contact:

**Performance dates/periods:**

**The Customer has read and accepts the Order and Contract subject to the Conditions above.**

**Signed by or on behalf of the Customer.....Date.....201[ ]**

**Name.....Position.....**

**Signed by or on behalf of the Supplier.....Date.....201[ ]**

**Name.....Position.....**