

### A) CONSTITUTION

1. AcademySport Ltd (The Centre) shall, through its duly authorised representative, manage and operate the Centre and handle all matters in relation to it.
2. Registered in England No 6164137, AcademySport Ltd, Northumberland Avenue, Reading, Berkshire, RG2 8DF.

### B) ACCEPTANCE OF ACADEMYSPORT MEMBERSHIPS

1. The decision to accept the application of a potential member shall be at the sole discretion of AcademySport Ltd. AcademySport Ltd 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 AcademySport Ltd. Fraudulent or wrongful information given in order to obtain a discounted membership will result in the membership being terminated with immediate effect, and all fees paid to date will be forfeited by the member. Proof of the specific criteria for each discount membership is required, if insufficient proof is supplied there will be no eligibility for discount and an alternative membership tariff will be suggested. Suitable proof for discounts will be requested annually. If the membership application is accepted by AcademySport Ltd, membership of the Centre by the applicant shall commence upon receipt of the joining fee and upon the date of this agreement. Upon acceptance of the member by the Centre, a membership card shall be issued by the Centre. The membership card remains the property of AcademySport Ltd and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.
2. The acceptance by AcademySport Ltd of an application for membership of the Centre shall constitute a legally binding agreement between the member and AcademySport Ltd. The member hereby agrees also to be bound by the rules, bylaws and regulations of the Centre which are in force at the time.
3. Membership cards are issued to all current members and must be shown at the Centre reception to gain entry every time a visit to the Centre is made. Upon joining, the member is obliged to have their picture taken to avoid fraudulent use of their card. Members who fail to produce their membership card upon arrival at the Centre may be refused entry until a valid card is produced. Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member will result in cancellation of that membership with no refund being made by AcademySport Ltd. Lost or damaged membership cards will be subject to a replacement charge being made by the Centre.
4. Membership fees shall not be refunded by AcademySport Ltd where the member chooses not to attend the Centre for any reason.

### C) LIMITATION OF LIABILITY

1. The member acknowledges that AcademySport Ltd's obligations and liabilities in respect of the Centre are exhaustively defined in this agreement.
2. AcademySport Ltd will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.
3. AcademySport Ltd accepts liability to the extent that it results from the negligence of the Centre and its employees for death or personal injury without limit.

### D) PHYSICAL HEALTH OF MEMBER

1. The member warrants and also represents that they are in good health and are 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.
2. It is the responsibility of the member to keep their medical record up-to-date. On renewal members will be required to provide an update on their health status. Should a member, at any time, be in any doubt as to whether they should undergo an exercise programme they must seek the advice of their GP.
3. Before using any Centre facilities the member must first complete a Pre-activity Readiness Questionnaire, otherwise known as a PaRQ to the complete satisfaction of the Fitness Coach or designate.

### E) ASSIGNMENT

1. AcademySport Ltd may assign the benefit of these terms and conditions of membership to a third party on similar terms and conditions without notice being served upon the member to that effect.
2. A member cannot trade, sell, assign or transfer their membership.

### F) MEMBERSHIP

1. All categories of membership shall be subject to these terms and conditions of membership and to the rules, bylaws and regulations of the Centre which are in force at the time.
2. **All members shall be at least 14 years of age and those under the age of 16 must be accompanied in the gym by an adult 18 years or over at all times. Only those who are 18 years and above will have the option of paying for their membership by Direct Debit.**
3. Joint membership are available. Joint memberships are available on condition that payment is made from one bank account. Only one Direct Debit form should be completed. If one member wishes to cancel their membership then both members will be required to cancel and the remaining member re-join at the prevailing single person rate.
4. In the case of Joint or Corporate memberships signature of this agreement by a member shall constitute acceptance of these terms and conditions by all persons included in such membership and reference in these terms and conditions to 'member' shall include all such persons.

### G) INITIAL JOINING FEE AND MONTHLY MEMBERSHIP CHARGES

1. The member is liable to pay all membership fees irrespective of actual usage of the Centres facilities.
2. All members shall pay an initial joining fee for the sum specified at the time of joining

which shall become payable before the membership period can commence.

3. All monthly payments shall be payable in advance.
4. Members who default on direct debit payments, without written notice of cancellation will not be permitted to enter into further direct debit agreements with Academy Sport.
5. AcademySport Ltd reserves the right to increase membership fees. When this occurs the member will be given 30 days written notice of any resultant fee increase.
6. The member may cancel their membership by giving AcademySport Ltd written notice of any cancellation before the 15th of the month in which they are cancelling (at least 15 days prior to the next direct debit payment date) whether it be due to an increase in membership fees or any other reason. It is the member's responsibility to cancel the direct debit instruction with their bank.
7. A member may, at the discretion of the Centre, freeze their membership for a period of one month for health related illness or accidents only. An administration fee of £5 will be payable for each month their membership is frozen, by way of a monthly direct debit or as otherwise indicated by the Centre. Applications must be received in writing.

### H) EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY ACADEMYSPORT LTD

1. The Centre may expel members or may terminate the membership of any member;
  - 1.1 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 the Centre, it may be injurious to the character, name or interests of the Centre or is such that it renders the member unfit to associate with other members of the Centre.
  - 1.2 Forthwith and without notice if the member shall have committed any breach of these Terms and Conditions or of the rules, bylaws and regulations of the Centre as in force from time to time.
  - 1.3 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.
  - 1.4 Upon not less than thirty days notice in writing if AcademySport Ltd is of the opinion that the member is not a suitable individual for continuous membership of the Centre.
2. Lapses in membership of a period greater than 30 days will incur a rejoining fee.
3. A member whose membership is terminated by the Centre, shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual membership fee. On termination of their membership, the member shall return forthwith their membership card.

### I) CENTRE FACILITIES

1. Certain categories of membership do not include all of the Centres services and facilities. Services and facilities not so included may be provided at an additional charge at the Centre's discretion.
2. Members who cancel (with less than 24 hours notice) their space on the pre-booked activity will be charged the full rate should the space not be filled. The settlement of arrears must be made before the member will be permitted to use any other facility within the Centre. Members may contest this by writing to the General Manager.
3. AcademySport Ltd will make every effort to ensure that the full range of services as advertised is available. However, there may be circumstances beyond the control of the Centre where services may not be available, and in such circumstance AcademySport will make no compensation or arrangements in lieu.
4. AcademySport Ltd reserves the right to make reasonable alterations to the type of facilities provided without notice and the Centre shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

### J) HOURS OF OPENING

1. The Centre's normal hours of operation and the hours in which any facilities within the Centre are available to members are available from the Centre upon request. Such hours may be lengthened or shortened at the absolute discretion of the Centre management with or without any prior notice being given to members. AcademySport Ltd shall endeavour to give members reasonable notice of change to such hours.
2. On occasions when necessary maintenance is required, the Centre may be closed, for which members will be given at least fourteen days prior notice of any such closure. Any refund given as a result of closure will only be made at the sole discretion of AcademySport Ltd.

### K) GOVERNING LAW AND JURISDICTION OF THE COURTS

1. This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

### PRIVACY AND DATA PROTECTION POLICY

AcademySport Ltd treats the protection of personal data carefully. If you have any questions about your personal data held by us, or you wish us to cease processing your personal data for direct marketing purposes, please contact the Centre. We use personal data about our members, prospective members and former members for the purposes of administering membership (including collecting membership fees and other sums due to us, vetting people for membership), access control, providing services to members such as maintaining training, fitness, health and diet records, providing marketing information to members, prospective members and former members and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). Where the information is sensitive (for example, health and medical details) we take extra care of this information and will not pass it to any other parties except to businesses within our organisation and successor businesses of ours. Other information, we may pass to contracting parties of ours, other relevant business and successor businesses.