



Rules & Terms of Membership

These rules and terms apply to any of our memberships which you apply for via the Glofox software platform or at our premises. Please read them carefully before you decide to apply for a membership, as they set out important information about your, and our, rights and obligations.

IMPORTANCE NOTICE: The use of gym facilities and equipment is usually physically challenging and carries with it risks that we cannot entirely eliminate. These include the risk of personal injury, such as: commonly, muscle pulls and strains; joint injuries including strains and dislocations; shin splints; tendinitis; and, rarely, serious head or other bodily injury and death. Your attention is therefore particularly drawn to Section 2 (**Rules**) of this document, which sets out important rules for the use of the Gym and your ongoing membership, and Section 3, paragraph 8 (**Our responsibility to you**), which refers to the limits and exclusions of our liability to you.

You must agree to these Rules & Terms before you become a member.

SECTION 1: GENERAL

- 1 **About us.** We are NQY Sports Ltd a company registered in England and Wales. Our company registration number is 12244981 and our registered office is at Lowin House, Tregolls Road, Truro, Cornwall, United Kingdom, TR1 2NA. Our registered VAT number is **399798685**.
 - 2 **How to contact us.** You can contact us by telephoning us at 01637 875533 or by writing to us at info@nqysportscentre.co.uk or Newquay Sports & Community Centre, Tretherras Road TR7 2SL (**the Gym**).
 - 3 **These terms and rules**
 - 3.1 Any reference to **'we'**, **'us'** or **'our'** in these rules and terms is to NQY Sports Centre, and any reference to
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'you' or 'your' is to the person applying for a membership through Glofox or at our premises.

- 3.2 We may make changes to these rules and terms at any time. However, the terms which apply to your membership will be those in force at the time you submitted your application to us.
- 3.3 Please print out or save a copy of these rules and terms and any emails from us for your records, as we will not save or file a copy for you. These rules and terms are only available in English.
- 3.4 Your use of our website is governed by our Website Terms of Use. Your use of the Glofox platform is governed by that company's Terms of Use which are notified to you when you download the application.

SECTION 2: RULES

1 Safety Rules

- 1.1 You must act responsibly and sensibly at all times.
- 1.2 You must not use the gym facilities and equipment if you are under the influence of alcohol or non-prescription drugs or any prescription drugs that may affect your responsiveness or motor skills.
- 1.3 You must follow any safety warnings or instructions displayed or given to you by a member of staff. Ask a member of staff if you are unclear, however, please note that we do not undertake to provide general supervision, instruction or assistance in the use of the gym or the facilities.
- 1.4 We are not qualified to express an opinion that you are fit to safely use the gym facilities and equipment. If you have any doubts about your fitness to use the Gym, you must obtain professional or specialist advice from your doctor before doing so.
- 1.5 You are responsible for using equipment safely and as directed. You must behave sensibly and follow any safety instructions so as not to hurt or injure yourself or others.

2 General Rules

- 2.1 **Entering the Gym.** When entering the Gym, you must scan the barcode on the Glofox app before you enter the premises. You must not scan your bar code to allow admittance to any other person.
- 2.2 **No credit.** Please do not ask us to extend credit to you for classes or Gym visits. Refusal may cause offence and it is not reasonable to put our staff in this position.
- 2.3 **No valuables to be brought to the Gym.** Valuables must be kept on or near your person at all times,

particularly when using the changing areas. We do not agree to be responsible for the safety of your possessions when you are attending the Gym, even where items are stowed in lockers, unless unauthorised access to those lockers has been facilitated due to negligence on our behalf. We do not offer a secure storage location for any valuables and if you are concerned about items of value, they are best left at home.

- 2.4 **Please empty lockers when you are leaving.** You are free to use our lockers to store clothes and non-valuable belongings, but lockers should be emptied and made available for other users once you have finished using the gym facilities. Under no circumstances should items be left in lockers overnight. Lockers are emptied each evening. We will retain any items removed free-of-charge for 28 days. After 28 days, we reserve the right to impose reasonable charges for storage of the items.
- 2.5 **Strictly no food.** We operate a strict no food policy at all times in the Gym. This is required primarily for hygiene reasons but there are also health and safety considerations in the event that other users may have food allergies which could be engaged by food brought into the Gym.
- 2.6 **Please dress appropriately.** We ask that you dress appropriately at all times whilst using the Gym, primarily for health and safety reasons, but also out of consideration for fellow users. It is inappropriate to display bare chests, wear denim items, see-through material or clothing that exposes areas of the body normally covered in public. If we consider you are inappropriately dressed, a member of our staff may ask you to change or leave the Gym.
- 2.7 **Telephone calls.** We do not permit taking or receiving telephone calls whilst using gym equipment and prefer you not to make or receive calls whilst there are other users present using the facilities. If making or receiving calls in the changing areas, please be considerate of others and keep calls to a minimum.
- 2.8 **Use of smartphone in the Gym.** If you are using a smartphone, tablet or other recording device as part of your workout, you agree to be responsible for the safety of that item. We prefer that you place the recording device on your person rather than the equipment.
- 2.9 **Recordings by users.** You acknowledge that other users may use a smartphone, tablet or other recording device as part of their workout and that you may be caught on their footage incidentally. However, targeted filming of other users is not permitted or tolerated and may constitute a serious breach of this agreement allowing us to immediately terminate your membership.
- 2.10 **Wipe down equipment.** In the interest of everyone's cleanliness and hygiene, please wipe down gym equipment after use.
- 2.11 **Replacing weights.** Please replace weights carefully and do not drop them. This is a health and safety hazard but it also risks damage to the equipment and can create nuisance for other users.

- 2.12 **Arriving late.** If you arrive late for a scheduled class, admission is entirely at the discretion of the instructor. If they consider it appropriate for you to join, you are likely to be asked to warm up first for health and safety reasons.
- 2.13 **Class Booking.** A maximum of two classes can be booked within one day, these two classes cannot be the same class back-to-back. (For example, double spinning)
- 2.14 **Changing areas.** Please leave the changing areas as you would like to find them, including ensuring that all lockers are closed, rubbish placed in waste baskets and that, if you have used the changing areas to shave, you wipe the sink down before you leave that area.
- 2.15 **Finish up in good time for closing.** Please ensure that your use of the gym facilities and equipment is brought to a close in time for you to change in good time for closing. You must be ready to leave by the stated closing time. It is not courteous to expect staff to wait for you.
- 2.16 **Car park.** Any part of these Rules & Terms pertaining to responsible and sensible behaviour extends to the car park. You are welcome to use the car park provided you follow these Rules and provided that you park with appropriate consideration for other users, particularly in not parking in spaces reserved for Blue Badge holders, and that you leave the car park as you found it.

3 Guests & Youth Membership

- 3.1 Some memberships include the ability to bring a guest to the Gym under a limited number of Guest Passes. If you are eligible to do so and you bring a guest to the Gym, you are responsible for ensuring that these Rules are brought to their attention that and they agree to abide to them.
- 3.2 We accept applications for membership from youths aged between 12 and 15 years old. However, those aged 15 and under must be accompanied by an Adult Member over 18 years of age at all times when using the gym facilities and equipment.

SECTION 3: GENERAL TERMS

1 Details of Memberships and Applying to be a Member

- 1.1 Descriptions of our current memberships, what is included in each and the payment terms which apply to each are set out on our website and/ or on the Glofox platform and/ or in the Table at Schedule 1.
- 1.2 Prospective members for the following memberships can make an application for membership via the Glofox

software platform or at our premises:

- (a) Adult Full Memberships
- (b) Adult Gym Only Membership
- (c) Weekly Memberships

1.3 If you wish to apply for one of these memberships, please download the Glofox App to a suitable device and follow the steps on the screen to submit an application or attend at our premises. Please check any applications carefully and correct any errors before you submit your membership application to us.

1.4 Prospective members for the following memberships can make an application for membership at our premises only as proof of eligibility will be required:

- (a) Youth Memberships
- (b) Student Memberships
- (c) Blue Light Memberships
- (d) Senior Memberships
- (e) Discounted Corporate Memberships

1.5 If you wish to apply for one of these memberships, please attend at our premises with the relevant eligibility criteria which can be found in the Table at Schedule 1. Please check any applications carefully and correct any errors before you submit your membership application to us.

1.6 After you submit your application, we will send you an acknowledgment email to let you know that we have received it. This does not mean that your application has been accepted by us. Your application is an offer for membership from us on these terms.

1.7 Acceptance of your application by us takes place when we send you a confirmation email, at which point a legally binding contract is formed between you and us on these terms.

1.8 If we do not accept your application, for example because we are unable to take payment, the membership you have selected is unavailable, you cannot prove you are eligible, you are under 12 or live outside of the UK, or there has been a mistake regarding the pricing or description of the memberships, we will email you using the details you provided when you submitted your application. We have the right to reject any application for any reason.

2 Additional Activities

If you wish to avail of other activities which we have on offer, such as Pay-As-You-Go use of the facilities, fitness classes or use of the gym facilities where your membership excludes those, these activities must be paid for at the applicable rates which are in force from time-to-time for those activities and are subject to any separate terms and conditions. Details of our current prices are set out on our website and/ or on the Glofox platform. All classes are subject to availability.

3 Availability

All memberships are subject to availability. We cannot guarantee that all memberships will be available at any given time. This might be because we are at capacity in terms of members or because we have identified an error in the price or description of the categories of membership or due to certain circumstances beyond our reasonable control. If this happens and it affects your application, we will notify you by email, cancel your application and provide you with a refund of any advance payments made by you for any membership services that have not yet been provided.

4 Making changes to your application

If you would like to make changes to your application after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to make changes.

5 Prices

- 5.1 The prices for our current memberships and what is included in each are set out on our website and/ or on the Glofox platform. Where there is any discrepancy between the price and description stated on our website or that stated on Glofox for the same membership, the Glofox price and description will be given preference. All prices are in pounds sterling (£)(GBP) and include any VAT at the applicable rate.
- 5.2 Prices for our services may change at any time. Except as set out in paragraph 5.3 below, such changes will not immediately affect your existing membership, but we will provide you with one month's notice of any intention to increase the price charged for your subscription. Any fee increase to annual memberships shall only take effect after the expiry of the existing fixed term.
- 5.3 If there has been an error on the website or on the Glofox platform regarding the pricing of any of our memberships and this affects your application, we will try to contact you using the contact details you have provided. We will give you the option to re-confirm your application at the correct price or to cancel your application. If we are unable to contact you, we will treat the application as cancelled and notify you by email.

6 Payment

- 6.1 The amount you pay will be determined by the membership you select on the Glofox platform which will also notify of you of relevant payment methods, dates, the length of your contract and your ability to terminate any particular membership.
- 6.2 Where you have elected for an ongoing subscription, fees are due without any deduction in advance by standing order each month. All subscriptions are covered by the Direct Debit Guarantee.

7 Your responsibility to us

- 7.1 You agree to:
- a) pay us any membership or other fees applicable to the relevant membership which you have selected which are due without any deduction when they are due;
 - b) to use the gym facilities and equipment for the purpose of carrying out your own leisure and fitness activities only and not to operate any fitness business or offer any fitness services from the premises;
 - c) to leave the gym facilities and equipment in a clean and tidy condition after each use and to remove your possessions at the end of each session;
 - d) not to cause any damage to the gym facilities and equipment, or to our premises or possessions or those possessions of any other users of the gym, nor to alter the gym facilities and equipment in any way;
 - e) not to do, or allow to be done, anything on the premises which is illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to us, our employees, clients, other users of the Gym or any owners or users of neighbouring property;
 - f) to be responsible for your own reasonable conduct, appearance and presentation whilst using the Gym and for your behaviour, hygiene, and for observing all health and safety matters notified to you in terms of the reasonable use of the gym facilities and equipment;
 - g) to observe all reasonable Rules relating to behaviour, hygiene, health and safety whether contained in this document or which we impose from time-to-time on all those who use the Gym.
- 7.2 You acknowledge and agree to be responsible for any guest user or Junior Member whom you may be permitted to bring or accompany to the Gym under the terms of your membership and to ensure the guest or Junior Member's compliance with these terms, where applicable. Where you accompany a Junior Member, you must ensure that you supervise them at all times and do not leave them unattended.
- 7.3 You acknowledge that the permission we give to use the gym facilities and equipment is personal to you and

cannot be transferred or assigned to anyone else, and the right to use the gym facilities and equipment may only be exercised by you, save where the specifics of your membership permit you to bring a guest to the Gym.

7.4 We may have photographers or videographers on site from time-to-time. You agree to allow us to use any photographs or footage featuring you and/ or your guests for use in our marketing materials, including publication on our website. You have the right to withdraw this consent at any time by contacting us. This will not affect the lawfulness of any processing carried out by us before you withdraw your consent.

7.5 You acknowledge that whilst there are personal trainers offering services from the Gym, they are not employed by us or otherwise associated with us, other than we have permitted them to offer their services from our premises and licensed them to use our gym facilities and equipment in the provision of those services.

8 Our responsibility to you

8.1 Subject to the specifics of your membership, and provided that you comply with all Rules and Terms, we permit you during the relevant membership period to use the gym facilities and equipment for the purpose of carrying out leisure and fitness activities in common with us and all others authorised by us.

8.2 We will comply with all relevant hygiene, health and safety legislation.

8.3 In the absence of any negligence or other breach of duty by us, the use of our machinery, equipment or facility is entirely at your own risk. We are not responsible for any theft, damage, destruction or loss of your property or belongings while using our facilities.

8.4 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

8.5 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

8.6 Subject to paragraph 8.7 (liabilities which cannot legally be limited), our general liability to you shall not exceed £10,000,000, and, where the loss or damage caused by our breach or negligence pertains to valuables accessed by way of unauthorised access to your locker, our liability to you shall not exceed £100.

8.7 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not

allow us to exclude or limit, save that we are not responsible for any death or personal injury caused by or contributed to by personal trainers licensed to provide fitness services from our premises.

- 8.8 We are not liable for business losses. We only supply your membership for private use. If you use your membership for any commercial or business purpose, in breach of our Rules, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9 **Unexpected closures**

From time-to-time, we may be unable to open the gym facilities during normal opening hours, due to events beyond our control, or the need for immediate and essential maintenance. If this happens, we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of a substantial delay, you may contact us to discuss ending your membership and receive a refund for any services you have paid for but not received.

10 **Cancellation by you**

- 10.1 You may cancel this contract within 14 days of it starting without giving any reason, provided that you have not used any of your membership benefits during that time. The cancellation period will expire after 14 days from the day we accepted your application. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail to one of the addresses listed in Section 1, paragraph 2 above). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 10.2 If you cancel this contract under paragraph 10.1, we will reimburse to you any payments already received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 10.3 **Please note that “cancelling” the contract within 14 days is not the same as “ending” the contract once you have been accepted as a member. Please see Section 3, paragraph 9 for more information how to end this contract after 14 days and the implications of doing so.**

SECTION 3: **AGREED TERMS & CONDITIONS OF MEMBERSHIP**

1. These Terms

1.1 **What these terms cover.** We offer the use of gym facilities and equipment at NQY Sports Centre (**the Facilities**) on a membership basis and successful applicants will become members of NQY Sports Centre.

1.2 These are the terms and conditions on which we offer membership at NQY Sports Centre to you.

1.3 **Why you should read them.** Please read these terms carefully before you decide to become a member with us. These terms tell you how we will provide access to the gym facilities and equipment to you, the benefits you are entitled to according to the terms of your membership, how either of us may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Introduction

2.1 If you become a member you agree to be legally bound by this contract.

2.2 This contract is only available in English. No other languages will apply to this contract

2.3 When becoming a member, you also agree to be legally bound by:

- (a) Our *Privacy Policy* [NQY HOME - NQY Sports Centre](#)
- (b) Our *Rules and Terms of Membership* [NQY HOME - NQY Sports Centre](#) which sets out the permitted uses and prohibited uses of the Facilities. When attending NQY Sports Centre and using our Facilities, you must comply with our Rules and Terms of Membership at all times.
- (c) Our *Website Terms and Conditions of Use Policy* [NQY HOME - NQY Sports Centre](#) which includes information about us, our rights to modify or withdraw the website and information about our Content Standards which includes material published on it or linked to from it.
- (d) Our *Terms and Conditions of Membership* as contained in this document.

All these documents form part of **the Contract** between us as though they were all set out in full here.

3. Our contract with you

3.1 **Our contract.** These terms and conditions (**Terms**) apply to your membership of NQY Sports Centre. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which you might consider are implied by trade, custom, practice or course of dealing.

3.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.3 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

4. Eligibility

4.1 We require proof of eligibility for certain memberships. Please see the Table at Schedule 1 for details of the eligibility requirements and which memberships they apply to.

4.2 The evidence which we will accept for those memberships will be set out by us at the date of your application unless we have agreed another form of evidence in writing.

4.3 We reserve the right to decline any application where insufficient evidence that you are eligible for a particular membership has been provided by you, or on your behalf. We will always act reasonably in considering any evidence of eligibility supplied to us and when making our decision.

5. When the Contract starts and how long it lasts

5.1 Your membership, and this Contract, will begin on the date you accept the Terms and pay the Subscription Fee or the first monthly payment of the Subscription Fee.

5.2 Unless you have opted for one of our Weekly Memberships, your membership, and this Contract, shall continue, unless ended early in accordance with these Terms, for 12 months, when it shall be automatically extended for a further 12 months on a rolling annual basis.

5.3 However, either party may give notice to the other party, not later than 30 days before the end of any 12-month period, that they want the Contract to end and not to roll over at the end of the annual membership period.

5.4 We have the right to suspend your Membership at any time by writing to you if you are in breach of any of your obligations under this Contract, including, in particular the obligation to make payment on time, and to continue the period of suspension until such time as you have remedied any breach. If you fail to remedy any breach, we have rights to end the Contract, as provided for in paragraph 10 below.

6. Member Benefits according to Membership

Please see the Table at Schedule 1 for details of the benefits you will enjoy according to the membership you have signed up for and the times when you are permitted to attend NQY Sports Centre to enjoy them.

7. Your rights to make changes

If you wish to make a change to your membership please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of your membership, the timing of any changes or anything else which would be necessary as a result of your requested change and ask you

to confirm whether you wish to go ahead with the change.

8. Our rights to make changes

8.1 Minor changes to the membership. We may change the membership:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to improve the level of benefits which you enjoy under the terms of your membership.

8.2 More significant changes to your membership and these terms. In addition, we may make more important changes to these terms or the membership which may decrease the benefits available to you, but if we do so we will provide you with one month's notice of any intention to make a significant change and you may then contact us to end the contract and receive a refund of any remaining period of your membership before the changes take effect.

9. Your rights to end the contract

9.1 You can always end the Contract before the membership has started and been paid for. You may contact us at any time to end the contract for the membership, but in some circumstances, we may charge you certain sums for doing so, as described below.

9.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any period of membership which has not been provided or has not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to your membership or these terms which you do not agree to (see paragraph 8.2);
- (b) we have told you about an error in the price or description of the membership you have ordered and you do not wish to proceed;
- (c) there is a risk that access to the Facilities may be significantly impacted because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

9.3 What happens if you end the contract without a good reason. You may contact us at any time to end your membership but, unless you have a right to end the contract immediately (see paragraph 9.2), the contract will not end until 30 days after the day on which you contact us. Although the Contract will then be at an end, if there is time remaining on your Contract, then you will remain responsible for paying the Subscription Fees for the remainder of that period of time. You can pay this in one sum or we may agree to take payment

in instalments. Alternatively, we may exercise our discretion to charge you reasonable compensation for the net costs we will incur as a result of your ending the contract. The date you cancel and its proximity to the expiry date of your membership will be an important factor in determining the amount of compensation that you will be charged.

9.4 All requests to end memberships must be sent to info@nqysportscentre.co.uk.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) in our reasonable opinion, you are in breach of these Rules or Terms and, if that breach is able to be remedied, you fail to remedy it within a period of 7 days of us asking you to do so;
- (c) in our reasonable opinion, you repeatedly breach any of the Rules or Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you being a member of the Gym;
- (d) we have reasonable grounds to believe that your conduct or behaviour or that of your guests is likely to result in damage to the gym facilities or equipment and/or injury to employees or other users.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in paragraph 10.1 we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may stop providing your membership. We may write to you to let you know that we are going to stop providing your membership. We will let you know at least 30 days in advance of our stopping your membership and will refund any sums you have paid in advance for services which will not be provided. We are not obliged to provide you with reasons why we are terminating your membership.

11. Freezing Your Membership

11.1 You may request that we freeze your membership if you consider you have good reason for being temporarily unable to continue using it for medical reasons or pregnancy. We may also consider freezing your membership for non-medical reasons.

11.2 We are likely to require reasonable evidence to support your request to freeze your membership.

- 11.3 Any period of freeze is at our absolute discretion and is unlikely to be longer than a maximum of 3 months within any one-year period but the three months may be accumulated over two separate periods of freezing.
- 11.4 If you wish to request a freeze in your membership please email us at info@nqysportscentre.co.uk confirming the reason for the freeze, your preferred start date and the length of time you anticipate you will require the freeze to be in place. The maximum freeze period which we allow will depend on the reason provided when requesting the freeze.
- 11.5 If we agree to your request, we will activate the freeze from the date we make the decision that your request has been accepted. We will confirm the period we allow the freeze to be in place without Subscription Fees becoming payable.
- 11.6 When the period of freeze we have allowed has run out:
- (a) **Monthly Payments:** your membership will automatically be reinstated and collection of your Subscription Fees will recommence;
 - (b) **Annual Payments:** we will extend the length of the Contract by the period we allowed the membership freeze.
- 11.7 You can notify us at info@nqysportscentre.co.uk if you wish to bring the freeze to an end earlier than the period we have allowed.

12. Price and payment

- 12.1 Where to find the price for your membership.** The price of your membership (which includes VAT) will be the price set out in our price list in force at the date of your application unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of memberships advised to you are correct. However please see paragraph 12.2 for what happens if we discover an error in the price of the membership you order.
- 12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide your membership, we will adjust the rate of VAT that you pay, unless you have already paid for your membership in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the memberships we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the membership's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the membership's correct price at your order date is higher than the price stated on our website, Glofox or at our premises, we will contact you for your instructions before

we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform your membership.

12.4 When you must pay and how you must pay.

- (a) Monthly subscription fee:** if you have elected to pay monthly, you must pay the first instalment of your annual membership fee before you can start enjoying the benefits of your membership. Future payments are due without any deduction in advance by Direct Debit each month. All subscriptions are covered by the Direct Debit Guarantee
- (b) Annual advance payment:** if you have elected to pay annually, you must pay the first instalment of your annual membership fee before you can start enjoying the benefits of your membership. Future annual payments are due without any deduction in advance by Direct Debit when the membership rolls over annually. All subscriptions are covered by the Direct Debit Guarantee
- (c) We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.5 What to do if you think a payment we have taken is wrong. If you think we have taken a payment incorrectly, whether in the wrong amount or at the wrong time, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. How we may use your personal information

13.1 Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what information we collect and hold about you, and how we collect, store, use and share such information but we provide a summary of that use below.

13.2 How we will use your personal information. We will use the personal information you provide to us to:

- (a) provide your membership;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.

13.3 We may pass your personal information to credit reference agencies. Where we extend credit to you for your membership we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.4 We will only give your personal information to third parties where the law either requires or allows us to do so.

14. Other important terms

14.1 **Events beyond our control.** We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

14.2 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation without your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

14.3 **You cannot transfer your rights under the Contract to someone else.** You cannot transfer your rights or your obligations under these Terms to another person.

14.4 **Nobody else has any rights under this contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide your membership, we can still require you to make the payment at a later date.

14.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of your membership in the English courts. If you live in Scotland you can bring legal proceedings in respect of your membership in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of your membership in either the Northern Irish or the English courts.

15. If there is a problem with your membership

How to tell us about problems. If you have any questions or complaints about your membership, please

contact us. You can contact us by writing to us at info@nqysportscentre.co.uk. Alternatively, please speak to one of our staff.

Schedule 1 Membership Memberships at NQY Sports Centre

Membership	Eligibility	Times able to Use	Benefits
Adult Full		Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability
Adult Gym Only	N/A	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym
Student – Full	Valid and current Student ID must be produced to our satisfaction before your membership is accepted	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability
Student Gym Only	Valid and current Student ID must be produced to our satisfaction before your membership is accepted	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym
Blue Light – Full	Valid and current Blue Light Card must be produced to our satisfaction before your membership is accepted	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability
Senior Membership	Must be aged over 60. Proof of age must be produced to our satisfaction before your	Monday to Friday 10am-3pm Saturdays and Sundays 9am-3pm (Weekend opening hours may vary during	Full use of the gym within these times; all fitness classes within

	membership is accepted	the summer and bank holidays)	these times, subject to availability
Corporate Memberships	Discounted memberships are available where at least 5 employees from the same company are members; proof of employment may be required; contract is with the individual user and not the company	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability
1 Week Membership	N/A	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability
2 Week Membership	N/A	Monday to Friday 6am-9.30pm Saturdays and Sundays 7am – 4pm (Weekend opening hours may vary during the summer and bank holidays)	Full use of the gym and all fitness classes, subject to availability