

## FEMALEBODYWORKOUTS LIMITED - GYM MEMBERSHIP TERMS AND CONDITIONS

### 1. INTRODUCTION

1. These are the terms and conditions (the “**Terms**”) and are the legal terms and conditions on which FemaleBodyWorkouts Limited (“**we**”, “**us**”, “**our**”) make available our fitness gymnasium (“**the Gym**”) for the provision of gym membership services (the “**Membership Services**”) to you.
2. These Terms apply to the contract between us relating to our provision, and your use, of the Membership Services only. If you wish to purchase other services, including the personal training and online services that we provide, please see our other terms and conditions governing these additional services.
3. These Terms contain important information regarding the Membership Services (and our Memberships) and also your rights as a consumer under the Consumer Rights Act 2015 (the “**CRA 2015**”) and the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 (the “**2013 Regulations**”). Please read these Terms carefully before you sign up to any gym membership (“**Membership**”) for the Membership Services via our website <https://www.femalebodyworkouts.com> (the “**Website**”). These Terms tell you who we are, how we will provide the Membership Services to you, how you and we may change or end the Membership, what to do if there is a problem and other important information.
4. We may amend these Terms (and any of our other policies) from time to time. Every time you wish to access the Gym, please make sure that you are aware of these terms to ensure you understand the terms that apply to you at that time.

### 2. ABOUT US AND CONTACT DETAILS

2. We are FemaleBodyWorkouts Limited a company registered in England and Wales with company number 14291923 and whose registered office is at 14 Towneley Parade, Longridge, Preston, PR3 3HU.
2. You can contact us by:
  - 2.1. emailing, at [enquiries@femalebodyworkouts.com](mailto:enquiries@femalebodyworkouts.com);
  - 2.2. telephone, at 07972 136874 or 07931 413143;
  - 2.3. by writing to us at Unit 16, Hill Top Farm, Jepps Lane, Barton, PR3 5AQ.
3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
4. When we use the words “writing” or “written” in these Terms, this includes emails but not fax.

### 3. YOUR PERSONAL INFORMATION

1. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website, [enquiries@femalebodyworkouts.com](mailto:enquiries@femalebodyworkouts.com).

### 4. OUR CONTRACT WITH YOU – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE

1. If you wish to purchase a Membership for the Services from us, you can do so via our Website and by clicking on ‘join now’, which will take you to an online sign-up page provided by our third-party provider. On this sign-up page, details of the relevant Memberships you can choose from will be outlined for you (each a “**Membership Option**”).
2. In order to sign up to your required Membership, you will be required to select the relevant Membership Option, complete the sign-up process via our third-party provider and where applicable, provide your direct debit details (“**Membership Application**”). Please note that

you will be required to pay any joining fee (as applicable), and pay any required fees in advance where set out on the applicable Membership Option.

3. By submitting a Membership Application via our Website, you agree that you are:
  - 3.1.a female;
  - 3.2.aged 18 or over;
  - 3.3.legally capable of entering into binding contracts; and
  - 3.4.a resident within the United Kingdom.
4. We will, at our discretion, decide whether to accept or reject your Membership Application. If we are unable to accept your Membership Application, we will inform you of this in writing and return to you any payments you have made upfront at the time of signing-up. Our rejection of your Membership Application might be because:
  1. of events beyond our control;
  2. a credit reference our third-party provider has obtained for you does not meet our minimum requirements; or
  3. we have identified an error in the price or description of the Membership Option and/or Membership Services.
2. If we accept your Membership Application, you will receive a 'thank you for joining' email to the email address that you provided (hereafter, the "**Membership Confirmation**"). This Membership Confirmation will provide you with a summary of the Membership you have purchased, the applicable monthly costs that are to be made by direct debit and any other information applicable to your Membership, and it will be at this point the contract will come into existence between you and us (the "**Commencement Date**").
3. Within the Membership Confirmation we will also provide you with a unique Membership number, which can be used when raising any queries with us. It is vitally important that you ensure that the email address that you provide to us is correct and we can have no responsibility for any losses that you may suffer where you provide us with an incorrect email address. The Membership Confirmation will also confirm your log on details for the online Membership portal ("**Membership Portal**") made available via our Website and online Application.
4. You must ensure that all information provided to us when signing up to a Membership is true and accurate. If any of the information you provided within your Membership changes at any time during the duration of the contract, you must notify us of this fact. At this stage we will assess whether this affects our ability to provide the Services to you under the Membership purchased, along with any changes to the price or any other matter relating to the contract.
5. **PROVISION OF MEMBERSHIP SERVICES**
  1. Following your receipt of your Membership Confirmation, we will invite you arrange an induction with us for your first visit when accessing the Membership Services. This induction will be carried out by one of our nominated fitness trainers and will provide you with an introduction to your Membership, discuss any concerns that you may have, and provide you with a tour of the equipment, studios and facilities within the Gym for your use (the "**Facilities**").
  2. In order to access the Facilities, you will be required to register your fingerprint during your induction, which will enable future access to the Gym during your Membership. Please note that this access is for your use only and if we have reasonable grounds to believe that you knowingly used your fingerprint to allow unauthorised entry to another individual or individuals following your entry to the Facilities, we may terminate your Membership with immediate effect in line with these Terms.

3. From the Commencement Date and during the course of your Membership you will have access to our Facilities during our opening hours, until your Membership expires or your Membership is terminated in accordance with these Terms, whichever is earlier.
4. We will make every reasonable effort to make sure that our Facilities are in a safe condition for you to use and enjoy. We will take all reasonable steps to make sure that our staff are qualified to the relevant fitness industry standards.
5. We reserve the right to close the Gym or part of the Facilities:
  - 5.1. for repairs, maintenance, renovation, cleaning, and any other emergencies; and
  - 5.2. in circumstances where staff members are ill or otherwise unavailable .Where possible, we will provide notice to you in advance of any closure, but reserve the right to close without notice where this is not possible.
6. During the provision of the Membership Services, we will clean, repair and make available gym equipment as is reasonably required, and reserve the right to change the equipment forming the Facilities at our sole discretion. We shall not be responsible for faulty equipment or any delays for equipment repairs or replacements by any third parties, including manufacturers.
7. If our supply of the Membership Services is hindered due to an event outside of our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the event. Provided we do this we will not be liable for effects caused by the event, but if there is a risk of substantial effects, you may contact us to end the Membership and receive a refund for any remaining proportion of the Membership.
8. As part of the Membership, we will provide fitness and exercise classes (**each a “Class”, and together the “Classes”**) on a weekly basis as set out in the timetable available on the Website. Classes are to be booked in advance on the FemaleBodyWorkouts Membership application (the **“App”**) in order for you to attend. Please note that Classes may be changed, cancelled and removed from the timetable at our sole and absolute discretion.
9. Where you have booked a Class, and you are unable to attend, you must update your booking as soon as reasonably possible. Where you cancel your booking within 24 hours of the Class, or fail to attend a Class on more than three occasions within a one month period, we may suspend your ability to book a Class for two weeks following this via the App.
10. Members will also be permitted, as part of the Membership, access to video footage on how best to use the Facilities, home workouts that can be implemented into their programme, and also nutritional recipes, all of which will be available on the App.
11. Please note that we may allow at any time contractors, sub-contractors, agents and other third parties to enter into and move around the Gym at any time for the provision of cleaning, maintenance, and other third party services.

## 6. MEMBER DECLARATION AND CONDUCT

1. When using our Facilities, you warrant and undertake that to the best of your knowledge and belief, you are in good health and are not knowingly incapable of engaging in physical exercise, and that such physical exercise you engage in would not be detrimental to your health, safety, comfort, well-being or physical condition. You must ensure that you do not exercise beyond what you reasonably believe to be your personal ability or any medical advice.

2. You must use the equipment and the Facilities in accordance with the advice provided by any of our members of staff and/or any rules, instructions and warning notices displayed on equipment within the Facilities. Exercise carries its own risks and you should not carry out any activities which you have been told are not suitable for you.
3. You must not abuse or misuse the Facilities and you will be responsible for any wilful damage or damage caused by negligent use.
4. If you are known to have a medical condition which might interfere with you exercising safely before you use our Facilities you should seek professional medical advice and follow that advice accordingly. Should you feel ill during your use of the Facilities, you should stop exercising immediately, seek medical assistance, and let a member of staff know.
5. If you have a disability, you must follow any reasonable instructions provided in order to ensure you exercise safely using the Facilities.
6. When using the equipment and our Facilities, you must:
  - 6.1. ensure that suitably gym wear is worn at all times when using the gym Facilities;
  - 6.2. not bring alcohol into the Facilities or use the Facilities when under the influence of alcohol;
  - 6.3. not smoke or use e-cigarettes whilst in inside the Facilities;
  - 6.4. clean and wipe down any equipment after use as a matter of courtesy to other members;
  - 6.5. not bring any of your own training equipment into the Facilities and you are only permitted to use our Facilities provided by us; and
  - 6.6. not use any form of abusive behaviour towards any member of staff or other gym member .

## **7. PRICE AND PAYMENT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

1. The price of the Membership (which includes VAT) will be the price indicated to you through the signing up process, save to the extent that it is adjusted in any way in accordance with these Terms. We take all reasonable care to ensure that the price of the Membership advised to you is correct.
2. If the rate of VAT changes from the Commencement Date during the Membership period, we will adjust the rate of VAT that you pay, unless you have already paid for the Membership in full upfront.
3. You must pay for your Membership:
  - 3.1. in full and upfront for day passes, a one month Membership or a 6 or 12-month fixed term Membership on the Commencement Date; or
  - 3.2. on a monthly basis for any rolling Membership or any 6 or 12-month or fixed term Membership.
4. Once the fixed term Membership has come to an end, the Membership will continue to operate on a rolling monthly basis.
5. Any payments shall be made via direct debit from a bank account nominated by you and in accordance with the direct debit mandate which we require you to agree to on signing up for a Membership. Please note that payments are made through our third-party provider and may be subject to additional terms and conditions.
6. Please note that even if you do not make use of the Membership Services and the Facilities, we will continue to debit the monthly fees applicable to your Membership. This also applies to circumstances which affect access to and use of the Membership Services and Facilities.
7. If any payment due from you is not received or a direct debt payment is not honoured for any reason, we may suspend the provision of the Membership and Membership Services until such time as you have paid us.

8. If at the time of signing up for a Membership, your Membership was subject to an offer or promotional code, your monthly fee will be charged at the agreed promotional fee for the promotional period. Once the promotional period has come to an end, we will then automatically charge the regular monthly fee set out on our website or otherwise notified to you in writing at the end of this period.

## **8. OUR RIGHT TO VARY THESE TERMS & THE MEMBERSHIP – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

1. We may revise these Terms as they apply to your Membership from time to time to the extent necessary to reflect changes in relevant laws and regulatory requirements and our business practices and procedures, including the technologies and payment methods we use.
2. We may make amendments to the Membership and the Membership Services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Membership and the Gym Services.
3. We are also entitled to make more substantial changes to the Membership, but we will provide you with at least 30 days' notice of these changes before they come into effect if they remove any material functionality or features of the Membership including price changes. If you do not agree to any such changes, you must notify us within that notification period and you will be entitled to terminate the contract in accordance with these Terms.

## **9. MEMBERSHIP FREEZE**

1. We will suspend your membership during the Minimum Membership Period if and when you provide written confirmation that (a) you, your spouse or your partner (if living at the same address) has begun to claim income support or (b) you provide a letter from your GP to prove that you (i) have been advised not to use the club for a medical reason (ii) are pregnant or (iii) gave birth in the last 3 months. Our third party provider will review your circumstances every 2 months. If your circumstances have not changed, they will suspend your membership for a further 2 months, unless you tell them that you would prefer to cancel your membership which you may do without any further obligation on your part.
2. The Membership will resume at the end of the Freeze Period, and will start on the next billing date of the Membership and the Membership will automatically recommence at the end of the Freeze Period. For the avoidance of doubt, freezing a Membership during the agreed Freeze Period is not included within the term of your Membership and does not relieve you of your obligations to pay for the entirety of the term of the Membership you have opted for.
3. If you wish for your Membership to recommence prior to the end of the Freeze Period, you can request the Freeze Period be brought to an early end and any fees payable up until your next billing date will be payable on a pro rata basis.
4. We reserve the right to withdraw use of the Facilities and temporarily close in circumstances where our staff are on holiday or have taken ill. In any event, where possible, we shall provide notice to you in advance of any closure but reserve the right to close without notice where this is not possible or inform of how long the closure will last.

## **10. CANCELLATION RIGHTS – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

1. Where you have purchased a Membership via our Website, under the 2013 Regulations you have a legal right to change your mind within 14 days (“**Cancellation Period**”) from the Commencement Date and receive a refund for any payments you have made. Please note that you will only be able to exercise your rights to cancel pursuant to this clause 10.1 if you have not used the Facilities during the Cancellation Period. Where you have used the Facilities during the Cancellation Period, you will automatically waive any cancellation rights during this process.

2. If you cancel your Membership in line with clause 10.1, we will cancel any direct debit mandate and reimburse you the price you paid for the Membership on the Commencement Date. We may make a deduction from the reimbursement for administrative costs associated with your early cancellation during that period. Such deduction shall be calculated by comparing your use of the Membership Services and the Facilities during that period.
3. If you have cancelled your Membership within the Cancellation Period, any reimbursement made to you will be made without undue delay and no later than 14 days after the day on which we are informed about your decision to cancel the contract and will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.

## 11. YOUR RIGHTS TO END THE MEMBERSHIP

1. You can contact us to end your contract for the Membership at any time.
2. In addition to your rights to cancel under clause 10 Cancellation Rights, you may also have a right to terminate the contract in the following circumstances:
  - 2.1. if we have told you about an upcoming change to the Membership or these Terms (other than pursuant to 8.3) to which you do not agree;
  - 2.2. there is a risk that our ability to provide the Membership and the Membership Services may be significantly affected because of events outside our control;
  - 2.3. we significantly alter the provision of the Facilities;
  - 2.4. we have suspended supply of the Membership Services for technical reasons or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days.
3. If you are ending the Membership for a reason set out at 11.2.1 – 11.2.4 above, the Membership will end immediately (or where the event has not occurred, upon the occurrence of such event) and we will refund you in full for any period left in respect of your Membership which you have paid in advance for.
4. Even if we are not at fault and you do not have a right to change your mind, you can still terminate the Membership in the following ways:
  1. if you have a one month Membership, you cancel your Membership by contacting our third party provider directly, details of which are provided either via our App and/or via the Website;
  2. if you have a fixed term Membership you can only terminate this Contact in the following extenuating circumstances:
    - (a) if you undertake a relocation and your new permanent address is more than 15 miles away from the Facilities; or
    - (b) long term illness or injury; 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; or
    - (c) you have had a change in circumstances affecting your ability to pay for the membership.
5. Where you wish to terminate due to the reasons set out in 11.4.2(a) – (c), you must provide us with evidence showing the reasons you wish to cancel prior to your Membership being cancelled. Where you wish to cancel a fixed term Membership for reasons outside of the reasons set out in 11.4.2(a) – (c), you will be able to do so, however, you will be required to make payment for the remaining amount payable under your Membership contract.
6. Nothing in these Terms seeks to limit or restrict our legal obligations or your rights under the CRA 2015.

## **12. OUR RIGHTS TO END THE CONTRACT – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

- 12.1. We may end the contract for the Membership at any time by writing to you if you:
- 12.1.1. breach your obligations under clause 6;
  - 12.1.2. do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
  - 12.1.3. do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Membership Services; or
  - 12.1.4. we reasonably believe that you have willingly allowed any other individual or individuals to access the Facilities.
5. If we end the contract with you for the situations set out in clause 12.1, we will refund you any money you have paid in advance in respect of the Membership that you have not yet made use of but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
4. Notwithstanding clause 12.1, we may terminate the contract with immediate effect by giving written notice to you. If we choose to end the contract under this clause 12.3, we will refund you any money or fees you have paid in advance for the Membership after the termination date.

## **13. RESPONSIBILITY FOR LOSS OR DAMAGE – SPECIAL ATTENTION IS DRAWN TO THIS CLAUSE**

1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to supply Membership Services of a satisfactory quality. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the signing up process.
2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Membership Services.
3. These Terms only govern our supply of the Membership Services for domestic and private use. If you use the Membership Services for any business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. We are not responsible for loss or damage suffered where you have:
- 4.1. misused the Facilities and its equipment as outlined in clause 6;
  - 4.2. from any events which are beyond our reasonable control; or
  - 4.3. for any use of the car park at the Facilities which has result in damage or lost property and any lost or stolen property that has resulted from the use of our Facilities.

## **14. IF THERE IS A PROBLEM WITH THE MEMBERSHIP SERVICES OR MEMBERSHIP**

- 14.1. If you have any questions or complaints about the Membership Services or your Membership, please contact us using the email set out above.

- 14.2. We are under a legal duty to supply Membership Services that are in conformity with this contract. For detailed information on your key legal rights please visit Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these Terms will affect your legal rights.

#### **15. WHICH LAWS APPLY IN THE EVENT OF A DISPUTE?**

- 15.1. Please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the Courts of England and Wales will have exclusive jurisdiction. You may wish to attempt to resolve any dispute without resorting to legal proceedings, and in such instance alternative dispute resolution may be used.

#### **16. OTHER IMPORTANT TERMS**

- 16.1. We may transfer our rights and obligations under these Terms to another organisation. 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.
- 16.2. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 16.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4. 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.
- 16.5. 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 and it will not prevent us taking steps against you at a later date.