

## GYM NEAR ME – MEMBERSHIP AGREEMENT & TERMS & CONDITIONS

### 1. Definitions:

1.1 We or Us: Gym Near me (GNM)

1.2 Member or You: A member of Gym Near me

1.3 The Club; The Home Club: the member's fitness club operated by Gym Near Me

### 2. Company Information:

2.1 Entity Name: BLU FITNESS SW LTD

2.2 Registered Address: Second Floor, 26 Goodge Street, London, United Kingdom, W1T 2QG

2.3 Company Registration Number: 15744064

### 3. Membership:

3.1 By signing this Membership Agreement, you agree to comply with the Terms and Conditions of Membership and the current and any new editions of the Club Rules as these may be amended by GNM from time to time at our discretion throughout your period of membership.

3.2 You will only be permitted to use the Club facilities & services provided your membership is current and fully paid up. If you pay your membership by Direct Debit and you fail to have an active Direct Debit your access to the club will be denied. Any access to the club will be restricted until the Direct debit has been reinstated by yourself. A Direct Debit membership must have an active Direct Debit to use the full facilities and services.

3.3 Memberships are taken out at the discretion of the Club Manager and memberships can be refused/banned should members not follow the rules set out in the Terms and Conditions/Club Rules

3.4 If you are on a student membership or Corporate membership rate you are required to supply you correct ID to unlock this rate, if this is not received your membership will automatically be upgraded to the full rate and any discount removed.

### 4. Duration:

4.1 When you join the Club, you are agreeing to remain a member for a minimum fixed commitment period commencing on the start date and ending on the commitment end date set out on the membership agreement. Please note – if you freeze/suspend your membership at any point, your commitment end date will be extended by this length of time. If you pay your membership fees monthly via Direct Debit, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type at that date – your membership will NOT automatically terminate. Your membership may be terminated by giving 1 month's calendar notice expiring at the end of your next calendar month, unless you opt to move to a paid in advance membership for a minimum fixed commitment period. For example, if you provide notice to terminate on the 19th of November your termination will be effective from the 1st of January, and you will still be charged your monthly fee in the month of December. If you join the Club on a Paid in full membership type, your membership will terminate automatically on expiry of the Commitment Period.

4.2 If you join the Club prior to the opening of the Club, your Commitment Period will commence upon the official opening date of the Club.

5. Membership Fees: GNM review membership fees periodically. GNM reserves the right to amend your membership fee amount but guarantees that the price of your membership fee will not increase during your Commitment Period. We will give you at least 30 days written notice of any changes to the price of membership fees.

6. Default and Late Payment:

6.1 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than £15 for failed direct debit payments and of no more than £5 for letters sent to you in respect of unpaid amounts.

6.2 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the Commitment Period will automatically become due and payable. During any period in which your membership fees are not paid, GNM may request your full outstanding arrears by direct debit, suspend your membership and deactivate your access to the Club.

6.3 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than £30 to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be your responsibility and will be legally recoverable from you.

6.4 We may appoint a payment processing agent to receive and collect your monthly or annual direct debit instalments and in respect of payments made by direct/credit card. There will be no extra cost to you for these processing services supplied by such agent.

7. Suspension of Membership: If you are unable to use the Club facilities by reason of illness or injury, you may suspend your membership for one continuous period of a minimum of 1 month and a maximum of 3 months. To suspend/freeze your membership, we hold the right to request a doctor's certificate to confirm your illness or injury. A reduced monthly fee will be charged during the period of suspension/freeze of membership. Any suspension during your initial Commitment Period will extend the length of the Commitment Period by the length of the period of suspension/freeze. Notice to terminate membership cannot run concurrently with a suspension period and freezes/suspensions are at the discretion of the Club Manager reviewing the request.

8. Cancellation:

8.1 You may request to terminate your membership by putting your request in writing via email to the club

8.2 Notice: Once your initial commitment period has expired you may terminate your membership with 1 full month's calendar notice. You may only cancel within your commitment period under the circumstances listed in clauses

8.3-8.7 and by giving GNM at least 1 calendar months' notice in writing. The notice shall

expire either on the Commitment Period end date or at the end of the following calendar month following your request. If you provide the one calendar months' notice one month before the end of your commitment period, your membership will be terminated at the end of your commitment period. Cancelling your direct debit instruction for the payment of fees is not sufficient and does not constitute service of written notice. In addition, text messages are not an accepted means to cancel a membership.

**8.3 Cooling Off period:** a 14 day Cooling Off period is calculated as follows: your membership start date is counted as Day 1 of the Cooling Off period. You may terminate your membership within the first 14 days of this agreement by giving notice to the Manager of the club in writing via email. If you cancel your direct debit instruction for the payment of fees this does not constitute service of notice. If you terminate this agreement during the Cooling Off period you will be entitled to a refund of the initial payment made including any joining fee, less a deduction for any use of the facilities (3 or more visits in any 7-day period will be treated as a full week's use).

**8.4 Medical:** you may terminate this agreement by giving GNM at least 1 calendar months' notice in writing if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of at least 6 calendar months. We reserve the right to require reasonable evidence of your illness or injury - e.g., a doctor's certificate. If you terminate your agreement after the Cooling Off period, you will be entitled to the following: If paid in full membership - refund on pro-rata basis less joining fee; If payment is by direct debit - you will need to pay the fee for one month's membership in advance only and the joining fee will be retained by the club.

**8.5 Pre-Sale:** in the event that this agreement was made during a specific Pre-Sale period, and you became a founder member you may terminate this agreement by giving us at least 1 calendar month's written notice (via letter or email) to your GNM club manager up to 14 days of the official opening date of the Club. If you terminate this agreement during the Pre-Sale period, you will be entitled to the full refund of the initial payment made (including any joining fees).

**8.6 Relocation:** You may request to cancel your membership if you move outside of a 15-mile radius of the location of the Club within the Commitment Period and you decide that it is not practical for you to attend the Club and an alternative GNM is not located within a 15-mile radius of your new address. Proof of your new address must be provided with your cancellation request. Documents which are acceptable as proof of your new address include: utility bills (gas, water, electric), council tax bill, formal tenancy agreement, house purchase agreement, all of which must be current (dated within the last 2 months) to be provided at the same time as the written notice of termination. If you terminate your agreement after the Cooling Off period, you will be entitled to the following: If paid in full membership - refund on pro-rata basis less joining fee; If payment is by direct debit - you will need to pay the fee for one month's membership in advance only and the joining fee are retained by the club.

**8.7 Redundancy:** You may submit a cancellation request in the event you are made redundant from your main employment. Your request must include the provision of a redundancy letter if approved, your membership will terminate 1 full calendar month after acceptance of cancellation. If you terminate your agreement after the Cooling Off period, you will be entitled to the following: If paid in full membership - refund on pro

rata basis less joining fee; If payment is by direct debit - you will need to pay the fee for one month's membership in advance only and the joining fee is retained by the Club.

#### 9. Access Control:

9.1 An auto enrolment feature has been put in place to accept facial biometric data to access the club.

9.2 This facial scan is turned into a code unique to you which will be used to enter the club

9.3 If you do not accept the use of your biometric data to access the gym, please speak to a member of the staff who will supply an alternative access method

9.4 Members who do not have a valid faceld/valid access method will not be allowed into the Club during non-staffed hours, nor should they expect any other member to let them into the Club. You must use your access method to always access the club. You must not allow any other member of the club or of the public into the club either upon entering or exiting the club.

9.5 By signing up as a member, you accept the use of your Biometric data to be processed for use of access only

9.6 If you fail to pay your membership fees on the due dates for payment GNM shall have the right to terminate this agreement by giving you written notice of its decision to terminate or at its discretion suspending your membership by deactivating your access until all overdue membership fees have been paid. If you pay your membership by Direct Debit and you fail to have an active Direct Debit your access will be deactivated, which may restrict access to a club until the Direct debit has been reinstated by yourself.

10. Maintenance of Club facilities: The Club may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes. We will use reasonable endeavours to give you advance notice of any closures [by publishing further details on the Club website]. You agree that closures up to 2 weeks each year (in aggregate) are reflected in the membership fees and that no refund will be provided.

#### 11. Safety Notices:

11.1 The Club is under 24-hour recorded video surveillance and all access is logged. You may not bring in guests at any time without prior written consent of the Club.

Furthermore, if this policy is violated, at the sole discretion of the Club, you may be charged a guest fee and/or your membership suspended or terminated with the full membership fee for the remainder of the Commitment Period declared due and payable and a penalty of £125.

11.2 If the Club consents to you bringing guests, they must pay a guest fee, be the Minimum Age for the club and show photo ID with proof of age upon arrival. (This does not apply to 16- and 17- year old's).

11.3 It is your responsibility to wipe down the equipment and re-rack any weights used.

11.4 You are hereby required to use the safety features of the equipment. If you are unsure how to use a machine, you should not use it until you have obtained instructions from the staff or personal trainers.

11.5 You are responsible for familiarising yourself with the safety and security systems in your Home Club.

11.6 Engaging in abusive language, threatening or violent behaviour, abuse of equipment, use of alcoholic or illegal substances, and smoking at the Club and/or any other similar antisocial or dangerous behaviours may at the sole discretion of the club result in suspension or termination of your membership with the full membership fee for the remainder of the Commitment Period declared due and payable.

11.7 No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.

11.8 Members must read all Health and Safety notices displayed in the Club and always comply with their recommendations. you must observe all instructions regarding the safe and proper use of each item of fitness equipment in the Club, recognising that at times the Club will be unsupervised and that at such times you should not use any item of fitness equipment with which you are not familiar or in respect of which you have not previously received induction training from a qualified member of staff at the Club.

11.9 For safety and security reasons, you may not be a member of most GNM clubs unless you are at least 18 years old.

10.10 We will take a photo of you upon joining the Club. This is done for safety and security purposes and to monitor tailgating. The photo will be stored on the Club's database.

11.11 For safety reasons the Club may be required by law to implement additional rules and restrictions such as social distancing measures, which may restrict the number of members able to use the Club at any one time or reduce the opening hours. In the event this is required the club will communicate with you to advise of the commencement of these safety measures and if there are any additional systems that have been implemented to support adhering to the safety measure. Any such changes required by law (and therefore beyond our reasonable control) will not constitute a reduction in the services provided by the Club.

## 12. Transfer and Reciprocal Access:

12.1 If over a period of 60 days, we find that you primarily use a particular GNM instead of your Home Club, we may transfer your membership to that other club upon written notice to you. In such circumstances you will then be required to pay membership fees to the other club which may be more than the membership fees payable under this agreement.

12.2 If you refuse to transfer to another club, we reserve the right to remove reciprocity access. For 16- 17- year old's reciprocity applies only to the approved clubs.

13. Sale of Club: In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner. In such circumstances you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

14. Notices: Notices from you to the Club or GNM must be in writing and addressed to the Club Manager at your Home Club. You can send your notice by email. If you have not received a response from Club within 7 days of your email, please contact the Club to confirm that the email has been received. GNM reserves the right to require evidence

of posting or delivery where it has no record of receipt, or the date of any notice appears inconsistent with the date of receipt. In these cases, the notice will be deemed not given unless such evidence is produced. Any notice handed to personnel at the Club must be receipted. Notices from GNM to you will be posted to you at your address in the Club's database.

#### 15. Club Closure:

15.1 In the event that all or part of the Club is required to close due to circumstances beyond reasonable control, the Club will communicate with you about the status of your membership and any changes at the earliest opportunity using any one or more of the following methods (i) Email, (ii) SMS, (iii) Social Media, (iv) Notice on the Club entrance or (v) Notice on the Club Website.

15.2 If the length of the closure is for a period of more than 2 weeks, we may choose to change the status of your membership which may include being placed on freeze. If this situation were to occur your Commitment Period and/or membership end date will be extended by the duration of the closure as per Clause 6. There will be a period of time within which you are able to communicate back to the club.

15.3 In the event that your Home Club is closed for a period of 14 days or less, any reimbursement of membership fees for the closure period will be at the discretion of your Home Club.

15.4 In the event that your Home Club is closed for a period of more than 45 days, you will be offered the ability to end your contract with us and receive a refund in respect of any period where your Home Club has been closed for more than 14 days (in aggregate) that year.

#### 16. Complimentary Memberships:

Complimentary memberships are given at the discretion of GNM (For Staff etc). The club reserve the right to terminate complimentary memberships with immediate effect and without reason and will communicate to you in writing. Complimentary memberships have zero value and the expiry date is given at the discretion of the Club Manager. They are non transferrable and do not have multi-site access.

#### 17. Governing Law

These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.