

MERIDIAN FITNESS

• HEALTH CLUB & SPA •

**TERMS AND CONDITIONS
MARCH 2018**

TERMS AND CONDITIONS FOR MEMBERSHIP

The Customer's attention is particularly drawn to the provisions of clause 15.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Application Form: Your membership form as appended to these Conditions.

Company Address: Meridian Fitness, Unit 122 Salamanca Street, London SE1 7HX.

Company Number: 07180373.

Contract: Your membership agreement and these Terms and Conditions.

Customer: You.

DFC: Debit Finance Collection Plc, our agents who collect and manage the Direct Debit facility.

Gym Etiquette: The behaviour standards required in each of our clubs. These are on display within gym areas.

Initial Term: The minimum duration of the agreement.

Membership Fees: The charges payable for your category of membership as set out in your Application Form.

Services: The Contract entitlement for usage of our facilities.

We/us/our: KB Workings Ltd.

Trading as: Meridian Fitness.

Working Days: Monday – Sunday Inclusive.

2. CONSTRUCTION

2.1 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) These Conditions shall prevail over any inconsistent terms or conditions contained, or referred to, in your Application Form or implied by law, trade custom, practice or course of dealing. This will not change your statutory rights.
- (e) Meridian Fitness reserves the right to change minor points on the Contract. This will not change your statutory rights.

3. BASIS OF CONTRACT

- 3.1 The Contract shall commence on the date of our acceptance of your Application Form and shall continue in force for the Initial Term after which it shall automatically continue on a monthly basis, until terminated in accordance with clauses 16 and 17.
- 3.2 Members must be aged 18 years plus or 16-17 years plus with a signed parental consent form.
- 3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Meridian Fitness which is not set out in the Contract.
- 3.4 Any samples, drawings, descriptive matter or advertising issued by Meridian Fitness, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. NOTICES:

- 4.1 If you want to give notice, it must be in writing, by post or by email.
 - (a) Notice by Post: Delivered to Membership Department, Meridian Fitness, Unit 122 Salamanca Street, London SE1 7HX.
 - (b) Notice by Email: Emailed to dd@meridian-fitness.co.uk. If you need to give us evidence of certain things, you can provide them as attachments to an email.

- 4.2 Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:
- (a) if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
 - (b) if you send us your notice by email, ask for a delivery receipt.
- 4.3 We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let your club know so they can check whether we have received it.
- 4.4 From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
- 4.5 DFC is also our agent for serving notice and collecting any termination payment which becomes due.
- 4.6 Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is despatched by us, or our agent.
- 4.7 DFC details are
- (i) Address: 16 Davy Avenue, Knowlhill, Milton Keynes, MK5 8PL
 - (ii) Telephone: 01908 422 007
 - (iii) Email: info@debitfinance.co.uk
 - (iv) Website: www.debitfinance.co.uk

5. COOLING OFF PERIOD

- 5.1 The contract commences once you have indicated your acceptance. If you did not sign up on our premises, you have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform Us or DFC of this by post or by email using the details provided.
- 5.2 You can notify DFC in writing or by email to info@debitfinance.co.uk . If you exercise this right to cancel, we will reimburse you all subscription fee payments received from you.
- 5.3 If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date of cancellation was requested.

6. OUR OBLIGATIONS

- 6.1 We shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.
- 6.2 Time shall not be of the essence for our performance of the Services under the Contract.
- 6.3 We have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify the Customer in any such event.

7. JUICE BAR BOLT-ON SERVICE

- 7.1 The juice bar bolt on is only available to new and existing members.
- 7.2 New members are offered the promotional bolt on service, while existing members are offered the rolling bolt on service.
- 7.3 Under this offer, you can pay an additional amount a month and receive 25 credit bolt on card a month usable for hot drinks, juices & smoothies.
- 7.4 Each 25 credit bolt on card is valid only for the calendar month prescribed on the day of purchase.
- 7.5 Any unused credits will expire at the end of the calendar month stated on the card and will not roll over into the following month.
- 7.6 The promotional bolt on service will last until the Initial Term of the agreement.
- 7.7 The rolling bolt service agreed during the Initial Term of the membership can be terminated by given us 30 days' notice.
- 7.8 We may vary or amend terms in clause 7, but if it's to your significant disadvantage we'll notify you.
- 7.9 We may remove or discontinue the Bolt On at any time.
- 7.10 We reserve the right to terminate your use of the Bolt On, if you are, in our reasonable opinion, in breach of your terms of service.

8. COLLECTING YOUR MONTHLY SUBSCRIPTION

8.1 DFC is our agent for the collection of your monthly subscription. DFC will collect your subscription monthly in advance on our behalf by Direct Debit.

8.2 If you fail to make a payment on time, you will incur the following charges:

- (a) Fail to pay the subscription on the due date; bolt £15.00
- (b) Fail to pay the missed subscription within 7 days of the date of the reminder letter; £30.00
- (c) Fail to pay the arrears and accrued charges within 7 days of the date of the final notice; £45.00
- (d) Late payment charges become payable immediately when they are incurred.

8.3 Other charges include:

- (a) Payment other than by Direct Debit; £5.00
- (b) Any cheque returned unpaid by your bank; £10.00

9. GYM ETIQUETTE AND CONDUCT

9.1 You agree to be bound by and observe the Gym Etiquette within your club and acknowledge that we may amend this at any time and at our discretion.

9.2 You will not under any circumstances abuse the facilities, staff or equipment of Meridian Fitness and you will pay for any damage to our property.

9.3 When a member brings a guest into the club, the member will be fully liable and responsible for the actions and behaviour of that guest.

9.4 You must submit your membership card at respective reception points when accessing facilities; otherwise we will charge you the standard casual rate.

9.5 All members must have their photograph taken for identification purposes; this will be stored on Meridian Fitness database. This information will solely be used by Meridian Fitness and will not be released to any third parties.

9.6 If you lose your membership card/wellness key we will charge a fee to replace it.

9.7 Before using any exercise equipment you must read and sign the Health Commitment Statement/Pre Activity Questionnaire and have a supervised induction session. We can refuse access to the centres facilities if we consider your health maybe adversely affected by the use of such facilities.

10. REFURBISHMENT AND REPAIRS

- 10.1 You acknowledge that it may be necessary for us to close parts of or whole club from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services and agree that any such disruption shall not constitute a material breach of the Contract.
- 10.2 We may change Meridian Fitness opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities.

11. MEMBERS FEE AND ADDITIONAL PURCHASES

- 11.1 Our fees and charges are subject to VAT at the prevailing rate. If the VAT rate is increased at any time during your membership including the Initial Term we reserve the right to increase our rates in accordance to the new VAT rate.
- 11.2 Monthly instalments will be due on either the 1st, 8th, 15th or 25th of each calendar month or the next available working day by Direct Debit.
- 11.3 We may change the amount of your monthly payments. If we do we will write to you at the address you have given us 14 days before the changes take place.
- 11.4 Monthly fees are payable even if you do not use Meridian Fitness.
- 11.5 Without prejudice to any other right or remedy that we may have, if you fail to pay us the Membership Fees on any due date, we may
- (a) Take payment of such sum from your secondary Credit/Debit card as specified on your Application form.
 - (b) Suspend all Services until payment has been made in full.
 - (c) Charge interest on such sum from the due date for payment until the date of actual payment at the annual rate of 5% above the base lending rate from time to time of Barclay's Bank Plc.
 - (d) Where such sum has been outstanding for more than 28 days, engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you.
 - (e) Raise a late payment charge if the debt remains unpaid after 14 days.
- 11.6 We may, without prejudice to any other rights that we may have, set off any liability that we have to you against any liability that you have to us.

- 11.7 You may at times purchase items within the club that you agree to the cost being added to your next direct debit deduction.
- 11.8 Should your Membership Fees not be paid due to insufficient monies in your account we will retake that direct debit within 21 Working Days of the first rejection.
- 11.9 You are unable to transfer your membership to another person.
- 11.10 If you upgrade your membership to a different membership category you will be liable for the increase in fees.
- 11.11 You are unable to downgrade your membership during the Initial Term.
- 11.12 Lockers that are not hired may be emptied every night and any contents found within will be stored for a period of 30 days (excluding any wet items) and will be deemed as lost property. After the 30 days the property will be disposed of if not claimed. Any claim to the property during the said 30 days will be subject to a penalty charge.

12. FREEZING MEMBERSHIP

- 12.1 You may freeze (suspend) your membership for between one calendar month and 3 calendar months for the following reasons only.
 - (a) Pregnancy
 - (b) Serious illness
 - (c) Serious injury
 - (d) Redundancy
 - (e) Your office relocates more than 5 miles from your us
- 12.2 If you want to freeze your membership you must inform us in writing in line with our Notice policy. We must receive this notice 15 days prior to your payment date. We will decide whether or not to freeze your membership.
- 12.3 If we agree to freeze your membership we will do so from the first day of the following month. We cannot freeze it from an earlier date and will not refund monthly fees paid before the membership was frozen.
- 12.4 When you ask us to freeze your membership you will need to tell us when you plan to return to your club, although your membership can start again before this date if you let us know. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to start again.

- 12.5 We will not charge you membership fees while your membership is frozen. We will extend your membership period by the number of full calendar months your membership has been frozen for. If we increase our prices during the period when your membership is frozen you will have to pay any new prices that apply to your membership type when your membership starts again.
- 12.6 You will not be allowed to use our clubs while your membership is frozen.
- 12.7 We will confirm, in writing, that we have received this form and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.

13. PERSONAL TRAINING

- 13.1 All personal training sessions are one hour. Trainings may also be 30 minutes in length and will count for half of a session (not applicable on a Personal Training Introduction Purchase, Single Session purchase or Partner package purchases).
- 13.2 Customers are responsible for arriving on-time to their training sessions. Trainers are obligated to wait only 15 minutes (10 minutes for 30-minute sessions). After 15 minutes (10 minutes for 30-minute sessions), the trainer is not required to lead the remaining time of the session and the session may be lost.
- 13.3 Clients are asked to call 24 hours in advance of the scheduled training session. You will be charged for appointments cancelled with fewer than 24 hours' notice. Failure to contact your trainer and call 0208 469 1961 will result in a session loss.
- 13.4 Individuals registering for personal training must complete all personal training sessions by the expiration date of the training package. All personal training packages expire six (6) months from the date of purchase. All packages are non-refundable/non-transferable.

14. SPA

- 14.1 The following are in place to care for our customers and therapists' wellbeing and to ensure that every customer has a magical experience at Meridian Fitness.
- 14.2 Please arrive 15 minutes prior to your appointment to register. If you arrive late, the time of the appointment may be shortened out of consideration to the next customer. Appointments with 15 minutes remaining at the time of the customers arrival will be cancelled.

- 14.3 When making your booking please advise us of any health conditions and any medication you are taking. On the day of your treatment, our spa team will ask you to complete a health questionnaire to ensure we are providing you the very best service and results, while assuring your comfort and safety. Please note that for certain medical conditions we will require written permission from your Doctor to proceed. Please speak to our Customer Care team for more information.
- 14.4 We are proud to offer a specialised menu of maternity treatments. Please ensure you inform your therapist if you are pregnant to allow us to tailor your experience. Please note our pregnancy and safety policy: no treatments can be given in the first 12 weeks of pregnancy.
- 14.5 Please note that we require full payment of treatment to secure your booking.
- 14.6 If you need to change or cancel an appointment, we ask that you give us 48 hours' notice, or the full cost/credit (points) of the treatment will be charged.
- 14.7 Our E-Gift Cards and Gift Cards are redeemable as part or full payment for products or treatments. Our E-Gift Cards and Gift Cards are non-transferable, non-exchangeable and non-refundable and cannot be redeemed for cash or applied as payment to any account, unless required by law. We do not accept responsibility for cards lost, damaged or stolen or any unauthorised use of cards. The E-Gift Card or Gift Card is valid for 12 months from the day of purchase and must be presented at the time of redemption.

15. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 15.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.2 Subject to clause 15.1:
- (a) Meridian Fitness shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) Meridian Fitness total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort

(including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100.

- 15.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.4 Members must either secure their personal belongings on their person or secure those in a locker provided by Meridian Fitness. Every occasion the club is used, Meridian Fitness, its employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured in a locker.
- 15.5 We shall not be liable for any Services offered by any third parties including Personal Trainers not employed by us.
- 15.6 This clause 2,7,8,9,10,11,12, 13,16 and 17 shall survive termination of the Contract.

16. TERMINATION BY US

- 16.1 Without prejudice to any other rights or remedies which the parties may have, we may terminate the Contract immediately on giving notice to you if:
- (a) You fail to pay any amount due under the Contract on the due date for payment and such sum remains in default not less than seven days after you being notified in writing to make such payment
 - (b) You commit a material breach of the Contract, Gym Etiquette and Conduct i.e. abusive or threatening behaviour, vandalism.

17. TERMINATION BY YOU

- 17.1 You may terminate your membership on one month's notice at any time after the Initial term, but your notice shall only take effect on the first day of the month following our receipt of your notice.
- (a) For example, if you need to give us one month's notice to end your membership and we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more direct debit (on 1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.

- 17.2 If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
- 17.3 If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to Meridian Fitness for regular use. We shall require evidence that such a move has taken place.
- 17.4 If you lose your employment and are subsequently unable to keep up your payments under the contract. You must produce documentary evidence and we may, at our discretion, suspend your payment for two months. We will then review your financial situation with you.
- 17.5 If you become pregnant. You must produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you.
- 17.6 If you wish to terminate the Contract you must give us notice by writing in line with our notice policy in clause 4.
- 17.7 On application to terminate your Membership Contract for any reason you shall immediately pay to us all outstanding Membership Fees.
- 17.8 On application to terminate your Membership Contract (however arising), the following conditions 2, 7, 8, 9 and 12 shall survive and continue in full force and effect.
- 17.9 We are entitled to retain any Membership Fees where you have not followed the correct cancellation process.
- 17.10 Annual/short term fees paid in advance cannot be refunded under any circumstances. We provide multiple membership options and the greater the commitment the lower the overall annual subscription rate.

18. TERMINATION PAYMENT FOR EARLY CANCELLATION AND BREACH

- 18.1 If you cancel your subscription during the Initial Term, other than in the circumstances set out above, we and DFC shall be entitled to a termination payment.
- 18.2 Termination payment will be a total of
- (a) Any arrears; and

- (b) Any accumulated late payment charges that have been or will be incurred; and
- (c) The monthly subscription that would otherwise have fallen due before the end of the Initial Term.
- (d) You will be given credit for early payment, and this will be in the form of a discount applied against the total that you have to pay. For details of how the discount is calculated, please contact DFC.

18.3 If you miss two payments, you will be deemed to have breached your contract.

19. DATA PROTECTION

19.1 We take the privacy of our members seriously. If you have any questions about how we use your personal information, please do not hesitate to contact our membership Services team on the Company Number.

19.2 We will endeavour to use whatever method of communication deemed appropriate to notify you of club information in order to best serve your experience and assume that the information provided is correct and an acceptable method to provide you with this information.

19.3 As part of our efforts to make further improvements to the service we provide our members, telephone calls to and from the member Services team may be recorded or monitored and used for training purposes. To protect the operation of our computer systems we monitor incoming and outgoing email.

20. GENERAL

20.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Meridian Fitness including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Meridian Fitness shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

- (c) If the Force Majeure Event prevents Meridian Fitness from providing any of the Services for more than 4 weeks, Meridian Fitness shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

20.2 Complaints:

- (a) If you would like to make a complaint with the service you have received from DFC, this should be in writing or by email (info@debitfinance.co.uk).
- (b) If you would like to make a complaint with the service you have received from Meridian Fitness, this should be in writing or by email (members@meridian-fitness.co.uk).

20.3 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 20.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 20.8 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.