

OUR TERMS

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2. **Why you should read them.** Please read these terms carefully before accepting them. These terms tell you who we are, how we will provide services to you, how you and we 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. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are Atlas Gyms 24/7 Limited a company registered in England and Wales. Our company registration number is 9799473 and our registered office is at 1st Floor, The Syms Building, Bumpers Way, Bumpers Farm, Chippenham, SN14 6LH.
- 2.2. **How to contact us.** You can contact us by telephone or by writing to us.
- 2.3. **How we may contact you.** 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 in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. MEMBERSHIP

- 3.1. **By signing the Membership Application Form,** you agree to comply with these Terms and Conditions of Membership and any rules or regulations made by us in connection with the service which we provide as may be amended by us from time to time at our discretion throughout your period of membership.
- 3.2. **You will only be permitted to use the Club facilities** provided your membership is current and fully paid up or you have made payment arrangements acceptable to Atlas Gyms 24/7 Limited.

4. OUR RIGHTS TO MAKE CHANGES

- 4.1. **Minor changes to the services.** We may change the services:
 - (a) to reflect changes in relevant laws and regulatory requirements, and
 - (b) to implement minor technical adjustments and improvements, for example to carry out maintenance to the equipment, update equipment, enhance safety and security.

5. PROVIDING THE SERVICES

- 5.1. **When we will provide the services.** We will supply the services to you from the date your membership commences until either you end the contract for the services as described in clause 6 or we end the contract by written notice to you as described in clause 7.

- 5.2. **We are not responsible for delays outside our control.** If access to our facilities is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this we will not be liable for minor interruptions to our services but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 5.3. **Reasons we may suspend the services.** We may have to suspend the services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the services as requested by you or notified by us to you (see clause 4).
- 5.4. **Your rights if we suspend the services.** We will notify you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for a continuous period of longer than 24 hours in any month we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a continuous period of more than 7 days and we will refund any sums you have paid in advance for services not provided to you.
- 5.5. **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 9.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts.
- 5.6. **Key Access Cards.** A key access card shall be issued to you upon joining the Club and will be used exclusively by you to gain entry to the Club. Key access cards are not transferable and if you allow your card to be used by another person this is a serious breach of these Membership Terms and Conditions and will entitle Atlas Gyms 24/7 Limited to terminate this agreement immediately and without notice.
- 5.7. **If your key access card is lost or stolen,** you must notify the Club immediately and we reserve the right to charge an administration fee for the provision of a replacement key access card.
- 5.8. **Members who do not have their key access card** will not be allowed into the Club during non-staffed hours, nor should they expect any other member to let them into the Club.
- 5.9. **If you fail to pay your membership fees on the due dates for payment,** Atlas Gyms 24/7 Limited 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 key access card until all overdue membership fees have been paid.
- 5.10. **Safety Notice.** The Club is under 24-hour recorded video surveillance and all key access card usage 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.
- 5.11. **It is your responsibility** to wipe down the equipment re-rack the weights they use.

- 5.12. **You are hereby required to use the safety features of the equipment.** If you are unsure how to use a machine, you should obtain instructions from the staff or personal trainers.
- 5.13. **You are responsible for understanding how to operate the panic alarms** and agree to use them only in case of an emergency.
- 5.14. **Abusive language, threatening or violent behaviour, abuse of equipment, use of alcoholic or illegal substances and smoking** at the Club may result in suspension or termination of your membership with the full membership fee for the remainder of the Commitment Period declared due and payable.
- 5.15. **No photography** (including the taking of images through a mobile phone or camcorder) is allowed in any areas of the Club.
- 5.16. **Members must read all Health and Safety Notices** displayed in the Club and comply with their recommendations at all times. In particular, 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 items 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.
- 5.17. **Persons under the age of 16** are not permitted in the Club.

6. YOUR RIGHTS TO END THE CONTRACT

- 6.1. **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 6.2. **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 services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
 - (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - (c) there is a risk the services may be significantly interrupted because of events outside our control;
 - (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 6.3. **What happens if you end the contract without a good reason.** Unless you have a right to end the contract immediately (see clause 6.2), the contract will not end until 30 days after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February the services

will stop on 3 March. We will only charge you for services up to 3 March and will refund any sums you have paid in advance for services after 3 March.

7. OUR RIGHTS TO END THE CONTRACT

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

- (a) do not make any payment to us when it is due;
- (b) do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services safely;
- (c) allow access to the equipment to anyone who is not a member;
- (d) damage any equipment;
- (e) fail to follow safety guidelines or reasonable requests of our staff.

7.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7.3. We may stop providing the services. We may notify you that we are going to stop providing the services. We are not required to give you notice in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

8. IF THERE IS A PROBLEM WITH THE SERVICES

8.1. How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephone on 01249 248219 or by writing to us at enquiries@atlasgyms.com. Alternatively, please speak to one of our staff.

8.2. Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 8.3. **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 8.2) and does not affect them. In the unlikely event there is any defect with the services:
- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.
 - (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 14 days. If we fail to remedy the defect by this deadline we will refund the price you have paid for the services.

9. PRICE AND PAYMENT

- 9.1. **Where to find the price for the services.** “The price of the services (which includes VAT) will be the price set out in our current price list which is available on our website, unless we have agreed another price in writing. We will endeavour to provide not less than 1 months notice in the event of changes to our prices. We use our best efforts to ensure that the prices of services advised to you are correct. However please see clause 9.3 for what happens if we discover an error in the price of the services you order.
- 9.2. **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 the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 9.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.
- 9.4. **When you must pay and how you must pay.** We will charge you monthly in advance for the services.
- 9.5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 9.4) we may suspend the service until payment is made.
- 9.6. **What to do if you think an invoice is wrong.** If you think you have been charged incorrectly please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1. **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 services.

10.2. **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

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

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

12. OTHER IMPORTANT TERMS

12.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

12.2. **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.

12.3. **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.

12.4. **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 the services, we can still require you to make the payment at a later date.

12.5. **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 the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.