

THESE TERMS AND CONDITIONS ARE INCORPORATED INTO AND FORM A PART OF YOUR MEMBERSHIP AGREEMENT WITH US (THE **AGREEMENT**). THESE TERMS AND CONDITIONS MAY BE REVISED FROM TIME TO TIME AND SHALL BE APPLICABLE AS PER THE VERSION PUBLISHED AT THE TIME OF ANY ISSUE, QUERY OR DISPUTE ARISING.

IT IS IMPORTANT THAT YOU READ THIS AGREEMENT BEFORE SIGNING AS IT WILL GOVERN YOUR RELATIONSHIP WITH US AND THE PAYMENT OF YOUR MEMBERSHIP FEES. IN PARTICULAR, PLEASE ENSURE YOU ARE FAMILIAR WITH THE RENEWAL AND CANCELLATION TERMS SET OUT AT CLAUSES 2 AND 8.

## **AGREEMENT**

This Agreement is entered into between The Hive Gym Limited of registered office 1 Kings Avenue, London, United Kingdom, N21 3NA and company number 10641203 (**Gym**), and the member named on the online application form (**You**).

### **1. DECLARATION**

- 1.1. You agree to be a member with the Gym (the **Membership**) and to follow the terms of and to make payments in accordance with this Agreement.
- 1.2. The decision to accept You as a member shall be at the sole discretion of the Gym. The Gym reserves the right to verify, or require proof of all information given in order to obtain Membership and any fraudulent or wrongful information given in order to obtain Membership could result in the cancellation of all Membership rights and lead to payment by You of all monies due to the Gym.

### **2. MEMBERSHIP DURATION**

- 2.1. The Membership shall commence at the date of your Membership application being completed and submitted by or on behalf of You (the **Commencement Date**).
- 2.2. Subject to early termination as provided for in this Agreement, the Membership shall be for a fixed initial term of 12 months from the Commencement Date (the **Initial Term**).
- 2.3. Memberships shall be renewed automatically after the Initial Term for successive periods of 12 months (each being a **Renewal Period**) until cancelled by You in accordance with clause 8 (below).

### **3. MEMBERSHIP FEES AND PAYMENTS**

- 3.1. Membership prices will be as set out and published on the Gym website and Gym online application form(s) from time-to-time (the **Fees**).
- 3.2. The Fees payable by You shall be at the rate set at the Commencement Date, subject to review by the Gym at any time during this Agreement. Should the Gym decide to review and/or revise the Fees payable by You, the Gym shall provide you with prior notification of any change in such Fees and You shall be given the right to terminate this Agreement at the end of the current period and prior to the start of the next Renewal Period in accordance with clause 8.2 (below).
- 3.3. The Fees will be paid by You to the Gym by either annual lump-sum payments or monthly direct debits as selected on applying.
- 3.4. Should You pay for the Initial Term of your Membership by lump-sum payment, then You hereby acknowledge and agree for the card details used at the time of joining to be automatically charged by

the Gym for any Renewal Period unless the Membership is first terminated in accordance with clause 8.

- 3.5. Fees paid by monthly direct debit require the first direct debit payment to be automatically withdrawn by the Gym from your account and will be a pro-rata payment calculated according to the Commencement Date.
- 3.6. Other than the first direct debit payment, all monthly direct debit payments will be taken monthly on or around the notified day of each calendar month.
- 3.7. Any change in debit or credit card details stored by the Gym for the purpose of collecting the Fees shall be notified by You to the Gym as soon as practicably possible and in any event before any Fees are next due for collection.
- 3.8. At the Gym's discretion, in the Initial Term the Fees may be discounted by 50 per-cent for the first six months. Any Fees thereafter will not be discounted, reduced, suspended or withdrawn unless You receive written notification otherwise from the Gym.
- 3.9. All payments are non-refundable unless taken in error by the Gym (as determined at the Gym's sole discretion).
- 3.10. If You are under 18-years or are not using your own credit/debit card to pay for the Membership, you must ask the permission of the credit/debit card holder before entering the payment details. By entering such details You are confirming that You have obtained the express prior permission of the credit/debit card holder.
- 3.11. This is a Credit Agreement regulated by the Consumer Credit Act 1974.

#### **4. OUTSTANDING BALANCES**

- 4.1. Should You fail to fulfil any due payments, You must contact the Gym to make manual payment of the money owed. You are responsible for contacting the Gym in regard to overdue payments and any lack of communication by the Gym does not damage, remove or act as an express or implied surrender of any right(s) to claim for money owed and any additional reasonable interest or costs.
- 4.2. You acknowledge and agree that any failure or delay in paying the Fees may result in interest being incurred by You and payable to the Gym separate from and in addition to any Fees owed or owing. Interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.3. If a Direct Debit collection is not honoured, then we reserve the right to charge the amount owed to the credit or debit card with which You paid the upfront fee.
- 4.4. You acknowledge and agree that Notice (as defined below) may be rejected should You have any outstanding balance(s) with the Gym and you will remain liable under this Agreement.
- 4.5. Should You have any outstanding balance(s) whether in relation to the Membership or another membership linked to You, the Gym reserve the right to deny You use of the Membership, access to the facilities, renewal of the Membership and/ or purchase of another membership, until the outstanding balance(s) is fully settled.

#### **5. MEMBER HEALTH**

- 5.1. You confirm that You are not aware of any physical or psychological conditions which would prevent You from engaging in the activity to which your Membership pertains or where You are aware of such You confirm that you have disclosed or will disclose them on the medical form (par-q) on applying for a Membership. Any condition which You become aware of during the course of your Membership will be immediately disclosed by You to the Gym in writing.
- 5.2. You warrant and represent that You are not knowingly incapable of engaging in either active or passive exercise.
- 5.3. You warrant that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition.
- 5.4. You acknowledge that You are responsible for your own well-being and safety when using the Gym facilities and that should you experience any ill-health that You should immediately cease to exercise and alert the Gym trainers and/or supervisors.
- 5.5. On joining, an induction is available for free. The Gym recognises the importance of every new member undergoing induction training which is carefully designed to ensure that the individual is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment. The Gym strongly recommend You undergo the induction on first attending the facilities. In the event that You should opt out of the induction, You agree that it shall constitute confirmation by You that You are a confident and experienced gym user and have made an informed decision not to undertake the induction. In these circumstances the Gym will allow You to use the facilities provided that you seek advice from a member of staff if You are in any way unfamiliar with a particular piece of equipment or type of exercise. For the avoidance of any doubt, failure to attend an induction by You shall be deemed to be You opting out.

## **6. MEMBERSHIP USE**

- 6.1. You agree to adhere to all site and facilities rules and regulations during the term of your Membership, this includes (but is not limited to) the gym, gym studios, on-site parking, on-site pitches and paths and all other areas of The Hive London (HA8 6AG).
- 6.2. The Gym reserves the right to alter access to the facilities and use of your Membership at any time, subject to notice being given.
- 6.3. You acknowledge and agree that the Gym has no responsibility or liability for loss, damage, theft or accident to any of your personal property brought on-site.
- 6.4. You agree and acknowledge that the Membership and Membership card(s) are for use by You only and must not be given or caused to be given to any third party to this Agreement, unless expressly agreed in writing by the Gym as transferable.
- 6.5. Subject to clause 6.6, the Membership card(s) is the responsibility of You only and You will be liable for its use by any third parties to this Agreement.
- 6.6. Provided any loss or theft of the Membership card(s) is reported in writing to the Gym as soon as practicably possible by or on behalf of You, You will not incur any liability for such loss or theft or for any resultant third party use of the Membership card(s). For the avoidance of any doubt, in the event of such loss or theft not being reported to the Gym in accordance with this clause, You will be fully liable.

- 6.7. Any replacement Membership card(s) required to be issued may be charged at a minimum of £5 per card (at the sole discretion of the Gym).
- 6.8. You understand that should You fail to meet any Fees payable or breach clause 6.1 and/or clause 6.4, You may be forced to leave the facilities and surrender the Membership and Membership card(s) without prior notice or recompense. The Gym also reserves the right to issue (and You agree to the payment of) any fine or penalty for such breach at an amount determined by and at the sole discretion of the Gym.

## 7. DATA PROTECTION

- 7.1. You agree to the data protection points within our Privacy Policy as amended from time-to-time, which is available here: <https://www.thehivegym.uk/privacy-policy/>
- 7.2. You agree to provide valid formal identification on request by the Gym and for a copy of this identification and a photo of You to be stored by the Gym.
- 7.3. You agree to the Gym storing your direct debit and / or card details for the purpose of payment of the Fees only.
- 7.4. You consent to the Gym and any related company using your image and/or likeness through photographic, video or other means in its marketing, communication and social media channels for promotional and marketing purposes.

## 8. CANCELLATION POLICY

- 8.1. The Initial Term is the minimum commitment for Your Membership.
- 8.2. Notice to cancel this Agreement and the Membership at the end of the Initial Term or any Renewal Period (as applicable) may be given by You at any time but will only be deemed valid on receipt by the Gym of at least 90 days' prior written notice to: [tellus@thehivelondon.com](mailto:tellus@thehivelondon.com), (the **Notice**).
- 8.3. This Agreement and the Membership will automatically renew beyond the Initial Term or Renewal Period (as applicable) unless Notice is received at least 90 days prior to the expiry of the Initial Term or Renewal Period (as applicable).
- 8.4. Any cancellation without Notice will not be considered valid cancellation.
- 8.5. You shall be liable for a £90 early termination charge payable immediately on demand by the Gym should You cancel (whether with or without notice or through direct cancellation of the direct debit instruction) prior to the end of the Initial Term or any commenced Renewal Period (as applicable). The Gym reserve all rights or remedies to legal recourse and/or debt enforcement action.
- 8.6. The Gym may terminate this Agreement immediately should:
- 8.6.1. You fail to pay any amount due under this Agreement on the due date for payment and remain in default after being notified to make such payment;
- 8.6.2. You commit a material breach of any other term of this Agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so;

8.6.3. You repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement;

8.6.4. the Gym believe it necessary in the best interest of your health and wellbeing owing to any disclosures made under or in connection with clause 5; or

8.6.5. the warranties given at clause 5.2 or 5.3 of this Agreement be found to be untrue or misleading.

## **9. THIRD PARTY RIGHTS**

9.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

## **10. GOVERNING LAW AND JURISDICTION**

10.1. The Agreement will be governed by the laws of England and Wales and under the exclusive jurisdiction of the courts of England and Wales.