



### **Membership Terms & Conditions**

About **Us**. We are Phoenix Fit Ltd trading as Phoenix Gym, a company registered in England and Wales. Our company number is 12510183 and Our VAT number is 362875859. Our registered office address is 71-75 Shelton Street, Covent Garden, London. WC2H9JQ but if You would like to contact us, for example if You have any questions about Your membership, You should email Us at [wellingborough@phoenix-gyms.co.uk](mailto:wellingborough@phoenix-gyms.co.uk) or call Us on 01933 825851.

#### **1. DEFINITIONS**

The following definitions shall apply to these Terms;

**Member** an individual who has a membership agreement with the Gym allowing them to use its resources and facilities;

**Access** using the Member App and/or corresponding apps as advised by email from Phoenix Gyms; which, when used grants You access to the Gym;

**Direct Debit** means the agreement with Your bank for payment to Us of Your Monthly Fees and as collected by Our nominated third party;

**Card Payment** means the debit or credit card details provided by You to Us, which are used to pay the Joining Fee and any Monthly Fee or pro rata Monthly Fee to Phoenix Gyms; and/or if a Monthly Fee cannot be collected via Direct Debit it will be used to take payment for Your Monthly Fee.

**Gym** means Phoenix Gyms located at 21 Commercial Way, Wellingborough, Northampton NN81ET.

**Annual Member** means a Member who has paid Us for a 12 month membership in full at the start of their membership and who has committed to a minimum period of 12 consecutive months

**Monthly Member** means a Member who has paid Us for one Monthly Fee in advance and has committed to a continuous rolling monthly contract;

**Health Declaration** means the declaration of Your health and fitness You gave Us on becoming a Member;

**Joining Fee** means an initial one-off administration fee payable by You to Us;

**Monthly Fee** means the monthly membership charges as defined from time to time for the use of the Gym and is payable by You to Us;

**Rules** means the Gym's rules found displayed in the Gym and/or on Our website and/or the Member App.

**Member App** means the application downloaded to Your phone which gives You access to the Gym and other Member functions as provided from time to time.

**Us** means Phoenix Fit Ltd trading as Phoenix Gym and includes the singular and plural, We, Our.

**You** means a Member, potential Member or an ex-member and includes the singular and plural, Your, Their.

## 2. JOINING

1. Joining the Gym is done primarily through the Phoenix Gyms Member App or online at [www.phoenix-gyms.co.uk](http://www.phoenix-gyms.co.uk). All details provided must be complete and accurate. Any details provided by You that are inaccurate will render Your membership void and will be terminated immediately by Us. Any fees paid by You to Us will not be refunded to cover Our administration costs.

2. You must choose whether to become an Annual Member or Monthly Member. You also agree to pay any Joining Fee as stated on the Member App or online at [www.phoenix-gyms.co.uk](http://www.phoenix-gyms.co.uk).

3. At the earliest point of any one of the following events; payment by You to Us of any Joining Fee or, payment by You to Us of any Annual Membership Fee or, by providing Your bank details agreeing to allow Us or Our nominated agent to collect Your Monthly Fee by Direct Debit each month, then You agree to be bound by these terms and conditions and this Contract comes into effect and Your Membership starts immediately.

4. Membership is strictly from age 18 years and above. We reserve the right to ask any Member to provide proof of age and identity using either a driving license, passport or other government approved form of identification, before Your Membership is accepted by Us. Until proof of age and identity is provided by You to Us, access to the Gym will not be provided to You.

5. Any Member who in Our exclusive opinion provides false or misleading information will have their Membership terminated immediately and any money paid by You to Us will be retained by Us to cover Our administrative costs.

6. Upon completion of the Membership joining process, You will receive a confirmation email from Us, containing all required information about the Gym and Your access.

7. If You have a disability or health condition that We should be aware of and that You wish to notify Us about then You must inform Us by email without any undue delay to the following email address [wellingborough@phoenix-gyms.co.uk](mailto:wellingborough@phoenix-gyms.co.uk).

8. You must ensure that all of Your details provided when You sign up and additionally on Your Health Declaration are accurate. We reserve the right to refuse and/or cancel Your

Membership if We reasonably believe that the information You have provided is incorrect and/or misleading.

### 3. ACCESS

1. Your Membership App is issued for Your exclusive use to, amongst other things, enter the Gym. You must not let any other Member or non-member use Your Member App or Your details to access the Gym. Anyone found misusing the Member App may, at Our sole discretion, have their Membership temporarily suspended, terminated for a period of time and/or terminated and permanently banned. No refunds will be given by Us to You in any circumstances.

2. You are responsible for keeping Your Member App secure and confidential at all times.

3. In the interests of the health and safety and the security of all Members and Gym staff, the use of the Member App and the recording and storage of any and all CCTV images and sound will be viewed and reviewed by Us and You may be asked to provide additional information as and when We require it.

4. If We have reasonable grounds for believing that You knowingly provided your Member App to another person or persons, or allowed unauthorised entry to the Gym howsoever arising (eg. tailgating, opening fire exits etc), We may hold You responsible for the conduct of such individual(s) and to compensate Us for the additional cost of a Monthly Fee and We may also hold You liable for any loss We suffer as a consequence of that conduct. We may also, at Our sole discretion, cancel Your Membership without notice.

### 4. GYM INDUCTION

1. By agreeing to join the Gym You are agreeing that You are familiar with the plate loaded equipment, pin loaded equipment and the cardio equipment, collectively all equipment, services and facilities within the Gym and that You are competent in the attendance and use of Gyms similar to Ours. If You are unsure of any of the equipment or its safe usage then You must not use the equipment until You have made Your requirement known to a Gym staff member who will provide the training required. It is understood by You that it is Your responsibility to inform Us if You need help with any piece of equipment to avoid any risks to Yourself or other Members. If You are unfamiliar with the majority of the equipment or in Our opinion You need additional support then We may insist that You purchase personal training sessions before You being allowed to use the Gym unsupervised.

### 5. PAYMENT

1. If You are an Annual Member, you agree to pay the Annual Fee and the Joining Fee in full before Your Membership commences.

2. If You are a Monthly Member, You agree to pay the Joining Fee along with the first Monthly Fee in advance and subsequently a rolling monthly payment of the Monthly Fee by Direct Debit. You can choose a payment date to be billed on when purchasing your Membership, Your Monthly Fee will be charged 3 working days after Your chosen payment date.

3. If You joined the Gym using a promotional code, Your Monthly Fee will be charged at the amount and duration as stated in the promotional code as published online. Following this promotional code period You will then be automatically and without notice charged the regular Monthly Fee as stated on Our website.

4. In the event that We have been unable to collect the Monthly Fee from You, We will inform You of this via any of the following methods, email, SMS, social media messaging or by phone, stating and requiring that You ensure that We can collect the Monthly Fee by Direct Debit on Your chosen payment date and if that fails as per the process below:

Members Chosen Monthly Fee Payment Date	Retry 1 (+1 day)	Retry 2 (+3 days)	Retry 3 (+7 days)

Please note, that these direct dates are subject to change depending on the calendar month, weekends and other limitations.

5. Should We be unable to collect Your Monthly Fee on Your chosen payment date, We additionally reserve the right to attempt to collect Your Monthly Fee on any given day after the third retry attempt has been made.

6. Should We be unable to collect Your Monthly Fee via Direct Debit, We will attempt to collect Your Monthly Fee via credit or debit Card Payment as provided by You to Us and which You hereby authorise Us to use.

7. Should We be unable to collect Your Monthly Fee by the date prior to Your next payment date, Your Membership will be terminated with immediate effect and the debt may be passed to a debt collection agency. Any costs incurred by the debt collection agency will be borne by You.

6. If You wish to rejoin the Gym at any time then all outstanding or historical debts that remain unpaid by You, must be paid immediately plus the current months Membership Monthly Fee and the Joining Fee.

7. We will continue to collect the Monthly Fees even if You do not attend the Gym irrespective of the circumstances.

8. Payment of the Monthly Fees will continue to be collected even if the Gym is closed temporarily. We may have to close the Gym for Acts of God, or unforeseen and unavoidable reasons, for health and safety reasons, for government legislation reasons or for reasons related to maintenance, refurbishment or any other reason that the Gym Management feel is reasonable and that it would be inappropriate to have Members within the Gym. You accept therefore that there may be temporary closure of the Gym from time to time and You also accept that there will be no pro rata adjustment to Your Monthly Fee or that there will be any refunds of any kind. We will use Our reasonable endeavours to provide You with notice of any closure but You accept that this is not always possible.

9. Should Your Direct Debit mandate be cancelled for any reason, Your Membership Fee will be collected via a debit or credit Card Payment.

10. We reserve the right to end any special offer, promotion and/or promotional code without prior notice and at any time.

11. We reserve the right to change the Monthly Fee by providing You with at least 30 days notice ("Notice Period") by either email, text message, social media messaging or by publishing it on Our website or social media sites (separately and collectively this is Our "Notice" to You). We will ensure that it is clear when the Monthly Fee change will take effect and the amount We will be collecting by Direct Debit.

13. During this Notice Period;

i. If You are a Monthly Member, You will have the right to terminate Your Membership in accordance with this Contract. If You do not terminate Your Membership, then Your Monthly Fee will be changed in accordance with our Notice;

ii. If You are an Annual Member then Your Membership will not automatically renew. You will therefore have the choice of which Membership You wish to renew with and at the prevailing Membership Fees in place at the time of Your renewal.

## 6. MEMBERSHIP FREEZE

1. If You are a Monthly Member You can freeze Your Membership at any time and for any reason, for a minimum period of 1 month and a maximum period of 3 months, to run consecutively, providing You give Us 10 working days notice in writing. You can request one Membership freeze, irrespective of the duration of the freeze being requested, in any 12 month period. You will therefore not be charged any Joining Fee at the point Your Membership recommences.

2. If you are an Annual Member, You can freeze Your Membership at any time and for any reason, for a minimum period of 1 month and a maximum period of 3 months, to run consecutively, providing You give Us 10 days notice in writing. You can request one Membership freeze, irrespective of the duration of the freeze being requested, in any 12 month period. Your Annual Contract duration will be protected and therefore We will pause Your Membership to avoid any loss of Your 12 Month Contract entitlement. We will not charge any Joining Fee at the recommencement of Your Membership following Your Membership Freeze.

3. When Your Membership is frozen, You are unable to unfreeze Your Membership or make any changes or cancellations before the freeze end date requested. Upon Your Membership unfreezing, You will be able to request any changes required from that date.

## 7. REFUNDS

1. If a refund is agreed exclusively at Our discretion, it may take up to 15 working days for You to receive the refund.

2. Direct Debit refunds cannot be processed until 5 working days have passed from the successful collection date and therefore a Direct Debit refund may take up to 20 working days for You to receive the refund.

## 8. GYM CLOSURE

1. For Annual Members, We reserve the right to close the Gym fully for up to 14 days (consecutive or non consecutive) in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If the Gym is fully closed for these reasons and for more than 14 days within a calendar year, We will extend Your Membership proportional to the amount of time the Gym was closed. In addition to this extension of time We may, at Our sole discretion, additionally provide You with a goodwill gesture amounting to an additional 7 days Membership at no cost to You. For the avoidance of doubt no refunds or pro rata refunds will be given.

2. For Monthly Members, We reserve the right to close the Gym fully for up to 5 days (consecutive or non consecutive) in any one calendar month but no more than 8 days in any calendar quarter, for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If the Gym is fully closed for these reasons for more than 5 days within a calendar month, or 8 days over a calendar quarter, We will extend Your Membership proportional to the amount of time the Gym was closed providing You were a Member for the periods of closure and You had no debt outstanding on Your account at any time during Your Membership. For the avoidance of doubt no refunds or pro rata refunds will be given and We will continue to collect Your Monthly Fee by Direct Debit.

## 9. UNSTAFFED HOURS – 24 HOUR GYM

1. The Gym is open 24 hours a day, and there will be times when the Gym is unstaffed, specifically at night, weekends and public holidays. All Members agree to strictly adhere to all health and safety procedures, security protocols and fire alarm procedures, as advised by Us to You, at all times. It is mandatory that all Members have read and understood the procedures in place and by joining the Gym confirm Your adherence to them. Any failure to comply with these procedures will result in the immediate termination of Your Membership. All procedures are available to view on Our website and are also provided to You when joining the Gym. Copies will be made available in the Gym on prior request.

## 10. COOLING OFF PERIOD

1. If You sign up to a Membership online or the App, You have the right to cancel this Contract within 14 days of completing the sign up process joining the Gym and without giving any reason. You waive Your right to this cancellation if You attend the gym more than once within the 14 days following the commencement date of Your Membership. To cancel Your Membership during this cooling off period, You must inform Us in writing at Our email [wellingborough@phoenix-gyms.co.uk](mailto:wellingborough@phoenix-gyms.co.uk).

2. If You cancel within the cooling off period, You can request a refund of the Joining Fee and any other Monthly Fees or other fees You may have paid and Your access to the Gym will end immediately.

3. After the cooling off period expires, You may only cancel Your Membership in accordance with this Contract.

## 11. CONTRACT TERMINATION BY YOU

1. Following the cooling off period detailed above, You may only terminate this Contract in the following ways:

- i. If You are a Monthly Member You can cancel Your Membership by requesting a cancellation through the Member App or by emailing Us at [wellingborough@phoenix-gyms.co.uk](mailto:wellingborough@phoenix-gyms.co.uk) giving Us at least 30 days notice for Your cancellation; being either the renewal date or a date in the future of Your choice. We will ensure Your Direct Debit is cancelled correctly and that Your Membership is terminated in accordance with this Contract. Alternatively You can request to cancel Your Membership through the Member area, accessed via Our website or the Member App.
- ii. If You are a Monthly Member and You cancel Your Direct Debit, it does not cancel Your Membership. Your Membership will continue and Your Monthly fees will still be collected. If You cancel Your Direct Debit, Your Membership fee will be collected through a Card Payment. Failure to pay any Monthly Fees or other fees that are outstanding will result in the debt being passed to a collection agency and the costs associated will be borne by You.
- iii. Annual Memberships cannot be terminated.

## 12. CONTRACT TERMINATION BY US

1. We may suspend or terminate Your Membership with immediate effect for any reason, and at Our sole discretion, including without limitation the following:

- a. You breach or persistent breach of any of the Gym Rules;
- b. We reasonably believe that You have provided Us with false information; for example Your Health Statement.
- c. We decide, at Our sole discretion, that Your behaviour is adversely affecting other Members or You are behaving in an antisocial manner.
- d. We observe that You are continually disrespecting the equipment by slamming or dropping weights, allowing weight stacks to drop, or failing to put plates and dumbbells back.
- e. We reasonably believe that You have willingly allowed another person to use Your Member App or allowed them access to the Gym by any other means. This includes giving access to the Gym for another Member who cannot gain access using the Member App or allowing tailgating.
- f. We have a zero tolerance policy on the use, sale or purchase of illegal drugs or non-prescription steroids at the Gym along with the consumption of alcohol at the Gym and We reserve the right to immediately eject, terminate and ban any Member contravening this and if appropriate inform the authorities of any illegal activity.
- g. Any discrimination of any kind.
- h. Any threatening, verbal or physical abuse to any member of staff, or other Members.

- i. Any comments posted online or made public that, in Our sole opinion, bring the Gym or its Members into disrepute or cause distress of any kind.
- j. Causing any Member to feel uncomfortable due to unwelcome approaches, harassment or overt/covert attention of any kind.

### 13. QUERIES, PROBLEMS OR COMPLAINTS

1. If You have any questions or queries related to any aspects of the Gym, please write to Us at [wellingborough@phoenix-gyms.co.uk](mailto:wellingborough@phoenix-gyms.co.uk) or contact the staff at the Gym and We will do Our best to help You.
2. If You do not receive a response within 10 working days of sending Your email, or You are unhappy with the response You receive, You may then request an escalation of Your query or issue to a Director of the Phoenix Fit Ltd. The response from the Director will be final.
3. Nothing contained within this Contract intends to limit or restrict any rights You have in Law.

### 14. LIMITS OF OUR RESPONSIBILITY

1. We are not responsible to You for the following types of loss or damage:
  - i. Of a kind that is not reasonably foreseeable by Us; or
  - ii. which resulted from You misusing the Gym and its equipment; or
  - iii. from You providing Us with false information
  - iv. from any events which are beyond Our reasonable control
  - v. for any indirect or consequential loss suffered by You and howsoever arising, including loss of income of any kind, loss of profits, loss of anticipated savings, loss of contracts or loss of job opportunities, or the cessation of any employment.
2. We will not accept liability for any loss, damage to or theft of money, valuables or other personal property of Members, or any liability arising from acts or omissions of third parties which includes self-employed class instructors and personal trainers. Property stored in lockers provided by Us is stored at Your risk and any loss or damage thereto will therefore not be accepted by Us.

### 15. YOUR PERSONAL INFORMATION

1. When You contact Us providing Your details and/or during Your use of the Membership, We may gather information about You and Your visits to the Gym. Information about this can be found in Our Privacy Policy which forms part of this Contract and its terms. The Privacy



Policy and these terms together govern Our relationship with You. Our Privacy Policy is viewable on Our website.

2. For Direct Debit payment and Card Payment and collection purposes You agree that Your personal information may be processed by a third party nominated by Us to collect Direct Debits and Card Payments.

3. We do not, and will not, sell any of Your information to any third party, including Your name, address, email address or credit card information. However, We do share Your information with a number of select third parties to enable Us to provide Our products and services to You and to send relevant marketing information to You and to help Us improve Our business operations.

4. When agreeing to these terms and using the Gym, You consent to Your image being recorded and stored by 24-hour CCTV for security purposes (including review of the Use of the Member App to access the Gym and any potential misuse of the aforementioned) and may be reviewed by Our employees.

## 16. MEMBER APP

1. If Your Membership is no longer current for any reason then Your rights to use the Member App ceases immediately. Any attempt to copy, decompile, reverse engineer, hack or misuse the Member App in any way will result in Your Membership being terminated immediately and any costs or negative business impact incurred by Us in protecting Our business or Our Member App or any data contained within the Member App or its associated programs or the storage of data, will be recoverable by Us from You along with any costs associated. We will be entitled to recover from You any loss of profits, future loss of profits anticipated savings and direct or indirect costs whether incurred by Us or not from You.

## 17. GENERAL TERMS

1. This Contract is between You and Us. No other person shall have any right to enforce any of its terms.

2. We may assign or otherwise transfer the benefit or burden of this Contract without Your prior written consent. You may not transfer this Contract to anyone else.

3. Nothing in this Contract is intended to limit or exclude Our liability for death or personal injury caused by negligence or the negligence of Our employees, fraud or fraudulent misrepresentation, or otherwise where We are not permitted to limit or exclude Our liability under English law.

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.

5. No other representations or warranties not stated within these terms form a part of this Contract and are hereby excluded.

6. These Terms are governed by English law. Any legal proceedings in respect of any disputes arising out of or in connection with this Contract will be held in the courts of England.