



TERMS & CONDITIONS



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TERMS & CONDITIONS

DIRECT DEBIT MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.²In some locations you can choose to delay the start date of your membership by up to 1 month. If you want to bring this date forward, please contact us at memberships@q-gym.com and we will be more than happy to discuss your options. Please do note, however, that the terms in the Money Back Guarantee section of these terms may then apply in that situation.³This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.⁴You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.⁵You cannot transfer this agreement to anyone else.

FEES AND CHARGES

The Joining Fee (if one is payable) will be collected straight away upon signing up, all memberships on the direct debit will then not be charged until the opening of the gym, unless joining after the gym opening in which the direct debit will start straight away with any outstanding payment on the current month. . These fees are not refundable under any circumstances with the exception of the Money Back Guarantee detailed below. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement.²If you are looking to upgrade your membership there may be an admin fee charged at the point at which you upgrade.³A fee to purchase a gym key is applicable unless your memberships include the key purchase. If any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due.⁵You agree to advise us immediately of any change to the Members Details provided.⁶No additional monthly charge is applied if you freeze your membership. Your membership can be on freeze for a maximum of 3 months after which your membership will automatically be un-frozen and will revert back to your monthly rate. Freeze only applies to monthly memberships on medical grounds with proof of reason.

PRICES

From time to time we may need to increase the price of membership. We will give you at least 1 full month's notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

TERMINATION

You may terminate your membership at any point by cancelling directly at the facility in which you signed up with us as well as the immediately after cancelling your direct debit with your bank, although this will be stopped through the company software but we advise to also cancel yourself, allowing 3 to 4 working days for the bank to action this. If you are unable to attend the facility, then you will need to contact info@q-gym.com to explain your reasons in which a member of the billings department will be in touch with next steps. Please call Member Services for options available to you or for any further information.²In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate. ³As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used. As an example of how this works, if your membership fee is £15 per month and you cancel your membership after 10 days of it commencing having asked us to start it immediately) we shall refund you £10, keeping £5, which represents the membership you had used up to the point of cancellation. Unless you are on a contracted membership, 6/12 months gym or class membership, personal training memberships, therapy memberships, you are agreeing to signing and paying for the full term of the contract. You will also be automatically enrolled onto the same membership upon its end date, unless you choose to cancel.

² 2 Month Contract - Gym, classes or Gym and classes discounted contract membership (You agree to pay the full 12 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

³ 6 Month Contract - Gym, classes, special, student or Gym and classes discounted contract membership (You agree to pay the full 6 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

³ 3 Month Contract - Personal Training and medical discounted contract membership (You agree to pay the full 3 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

Non contracted memberships still must give 3 working days' notice prior to any billing date or their membership. Members can also only cancel their membership upon all unpaid fees are cleared.

CONTRACTS

Contracted membership; 12 months gym or class membership, personal training memberships you are agreeing to signing and paying for the full term of the contract. You will also be automatically enrolled onto the same membership upon its end date, unless you choose to cancel.

² 2 Month Contract - Gym, classes or Gym and classes discounted contract membership (You agree to pay the full 12 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

³ 6 Month Contract - Gym, classes, special, student or Gym and classes discounted contract membership (You agree to pay the full 6 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

3 Month Contract - Personal Training and medical discounted contract membership (You agree to pay the full 3 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period. Non contracted memberships still must give 3 working days' notice prior to any billing date or their membership. Members can also only cancel their membership upon all unpaid fees are cleared.

GYM TAG POLICY

Your TAG number can only be used by you: Your TAG is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your TAG secure and confidential at all times.2Use of TAGS is monitored: In the interests of the safety and security of all our members, use of TAGS is monitored and individuals using TAGS may be asked to provide proof of identification.3What we will do if we think your TAGS has been misused: Should we believe that your TAGS has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation? If we do so we will: (a) inform you, via email, that we believe your TAG has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in paragraph 4 below.4Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your TAG was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have: (a) to apply an additional charge to your membership fees and increase your direct debit payment(s) accordingly) equal to the daily membership charge (that applied at the time of use) for each occasion on which your TAG was used by that individual/those individuals; and/or (b) in the event of serious misuse of your PIN number, for example, your PIN number has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.5Your responsibility for another's conduct: If we have reasonable grounds for believing that you knowingly provided your TAG to another individual or individuals, in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.

DAILY MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.2Your membership will be activated on the date you specified.3You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.4You cannot transfer this daily membership to anyone else nor transfer to another date.

FEES AND CHARGES

You will be charged for the one-day use at the gym immediately, the payment entitles you to use the gym for that commencing 24 hours. Once the date has expired you will not be allowed access to the gym.

GENERAL TERMS & CONDITIONS

MISCELLANEOUS TERMS

Members must be 14 or older. 2You agree to comply with the Rules of Membership, which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.3If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.4We may assign the benefit of this agreement and our rights hereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.5There may be occasions where we have to close all, or part of, the gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.6We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.7We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with Q Gym and not through the Personal Trainer. The same for therapy and programmed all are arranged through Q Gym and not the trainers or staffs8As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.9This agreement is governed by English law.10We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs rules.11To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your circumstances change.

INFORMATION

ABOUT US

We are a company registered in England and Wales. Our company registration number is 10966611 and Our registered office is at Unit 14-16 Queensgate Centre, Orsett Road, Grays, Essex, RM175DF.2If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing Us at memberships@q-gym.com.3If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail to Q GYM LTD at memberships@q-gym.com. We will confirm receipt of this by contacting you by email.

YOUR PERSONAL INFORMATION

We will use the personal information you provide to us to:2(a) Provide your membership services;3(b) Process your membership payment; and4(c) Inform you about relevant products or services from Q Gym, or carefully selected third parties. You may stop receiving these at any time by contacting us.5We will not give your personal data to any third party and you will only receive communications directly from Q Gym.

PROMOTION TERMS

Q Gym LTD reserves the right to end any promotion without warning at any time.2Any prizes offered by Q Gym must be claimed within 21 Days of announcement of the winners. Q Gym has 21 days to issue any prize.3All Gym challenges are subject to fair play, which is managed in club. Any recorded reps or times must be verified and signed off by a Q Gym staff member.4Q Gym reserve the right to redeem any prize in the form of a voucher or pre-purchased credit. FREE DAY PASSES1Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.2Free passes have no resale value, and cannot be exchanged for cash or any other product or service.3Passes must be used on consecutive days.4Free passes should be booked to start before the advertised expiry date any passes set for redemption after this date may be cancelled without warning.5This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.6You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.7You cannot transfer this daily membership to anyone else nor transfer to another date.8Free passes are available at all open gyms STUDENT MEMBERSHIP /CORPORATE MEMBERSHIP/SPORTS TEAM MEMBERSHIP1Discount is available to verified members only and is non-transferable. All student/corporate/sports team memberships are subject to Q Gym membership rules and terms and conditions. Available at open clubs only and exclusions may apply. Discount cannot be used in conjunction with any other offer and does not apply to any classes or other services that they may offer for sale from time to time, unless indicated in the higher subscription memberships. Q Gym reserve the right to terminate this discount without notice. Rolling monthly memberships can be cancelled at any time, and

separate link or memberships.

SOCIAL COMPETITION

TERMS

#Qgymthisgirlcan

Social Competition

Content must not include any nudity or profanity.2Q Gym must deem content suitable.3Entries are limited to one per person per month – additional photo entries will not count as additional entries.4Winners will be announced through Q Gym social channels and contacted directly.5Free 1-month membership can be claimed towards your current gym membership.6After the free month of membership member will automatically revert back to their normal monthly rate.7No cash equivalent is available.8Winner must already be an existing Q Gym member.9This competition is only available in the months of June/July/August

#Qgymgettingactive

Photo submissions

Content must not include any nudity or profanity.2Content must be deemed suitable by Q Gym.3Winners will be announced through Q Gym social channels and contacted directly.4Winner will receive a Q Gym protein shake to continue to their active journey.5No cash equivalent is available.6Winner must be an existing Q Gym member.

#Qgyminspire

Social Competition

Content must not include any nudity or profanity.2 Content must be deemed suitable by Q Gym.3 Winners will be announced through Q Gym social channels and contacted directly.4 Winner will receive a Q Gym T – Shirt to continue to inspire others to get active and healthy.5 No cash equivalent is available.6 Winner must be an existing Q Gym member.

WAIVER

GYM MEMBER WAIVER OF LIABILITY & RELEASE

Because physical exercise can be strenuous and subject to risk of serious injury, Q Gym LTD urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each client, guest, and all participating family members) agree that if you engage in any physical exercise or activity or use any gym amenity on the premises or off premises, including any sponsored gym event, you do so entirely at your own risk. Any recommendation for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: 1) Your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction; 2) The sudden and unforeseen malfunctioning of any equipment; 3) Our instruction, training, supervision, or dietary recommendations; 4) You slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 5) Contact with other participants; 6) The effects of the weather, including high heat and/or humidity; and all other such risks being known and appreciated by me. I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Q Gym LTD furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE Q Gym LTD, Miss Laura Kavanagh, its owner, its officers, agents, employees, organisers, representatives, and successors from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the facility for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees. If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed herefrom. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Contracted membership; 12 months gym or class membership, personal training memberships you are agreeing to signing and paying for the full term of the contract. You will also be automatically enrolled onto the same membership upon its end date, unless you choose to cancel.

2 Month Contract - Gym, classes or Gym and classes discounted contract membership (You agree to pay the full 12 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

6 Month Contract - Gym, classes, special, student or Gym and classes discounted contract membership (You agree to pay the full 6 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

3 Month Contract - Personal Training, therapy and medical discounted contract membership (You agree to pay the full 3 months membership, you will be charged on any unpaid bill for the duration of your contract. Upon the end of your membership you will be automatically enrolled onto the same membership unless you cancel within the end period.

Non contracted memberships still must give 3 working days' notice prior to any billing date or their membership. Members can also only cancel their membership upon all unpaid fees are cleared.

Members must cancel directly at the facility in which they signed up, any issue with this they must contact the company directly via info@q-gym.com to explain why they are unable to this in which the company billing department will advise them thereafter.