



## JD GYMS - TERMS AND CONDITIONS OF MEMBERSHIP

Welcome to your JD Gyms membership.

Your membership is governed by these terms and conditions (the "Terms"). You should therefore read these Terms carefully before you become a member as they explain your and our legal rights and also contain important information about our contract with you.

If you have any questions, please contact us before you confirm your membership by using the contact form at [www.jdgyms.co.uk/contact-us](http://www.jdgyms.co.uk/contact-us).

Your completion of the sign up process constitutes your acceptance of these Terms. If you are not prepared to accept these Terms, you should not complete sign up and should not use our service in any manner. Further, (for new and current Members) your continued access and use of our gyms constitutes your acceptance of these Terms.

References to **we**, **our** or **us** in this privacy policy are to Xercise4Less.

References to **you**, or **your**, are to the Member.

### 1. ABOUT US

We are JD Sports Gyms Limited, a company registered in England and Wales. Our company number is 08770057 and our VAT number is 787440102.

2. Our registered office address is Edinburgh House Hollinsbrook Way, Pilsworth, Bury, Lancashire, BL9 8RR but if you would like to contact us, for example if you have any questions about your membership, you should write to us at [www.jdgyms.co.uk/contact-us](http://www.jdgyms.co.uk/contact-us).

### 2. DEFINITIONS

2.1 The following definitions shall apply to these Terms;

#### Access Code

means the numerical code, QR code or finger print recognition which grants you access to your Branch;

#### Branch

means the particular branch of Gyms that you sign up to as a member;

#### Direct Debit

means the payment agreement with your bank for payment of your Monthly Fees;

#### Fixed Member

means a member who has committed to a fixed term 6-month or 12-month membership;

#### Fixed Member Period

means either the 6 month or 12 month period a Fixed Member has signed up for;

#### Health Declaration

means the declaration of health and fitness you have completed on sign up;

#### Joining Fee

means an initial one off fee payable for your membership type;

#### Member

means both a Fixed Member and/or Monthly Member ("**Membership**" shall be construed accordingly);

#### Monthly Fee

means the monthly fee payable by a Member, which differs in price between a Fixed Member and a Non Contract Member;

#### Non Contract Member

means a member who has a rolling monthly contract;

**PLUS+ Member** means a Member who has upgraded their Membership to become a PLUS+ member ("**Plus+ Membership**" shall be construed accordingly);

#### Promotional Code

means any promotional or introductory rate which we agree can be applied to your Membership; and

#### Rules

means the Gym's rules found clearly displayed in the Branch and also located at [HERE](#).

### 3. JOINING

3.1 You can complete the sign up process either online (at [www.xercise4less.co.uk](http://www.xercise4less.co.uk)) or at a Branch. Please make sure that the details that you provide to us about yourself are complete and accurate.

3.2 You must choose whether to become either a Fixed Member or a Monthly Member at sign up. You will agree to pay the Joining Fee and any Promotional Code must be applied at this point. It is at the point where you pay the Joining Fee that a contract is formed between you and us ("**Contract**").

3.3 You must confirm that you are at least 16 years old and you have read, and will abide by, the Rules and Health Declaration. We reserve the right to amend the Rules at any time but will post updated Rules online and prominently at Branches.

3.4 Upon completion of your sign up process, you will receive a confirmation email from us, containing your Access Code and your Membership starts immediately.

3.5 You must ensure that all the details provided when you sign up and on your Health Declaration are true and correct. We reserve the right to refuse and/or cancel your Membership sign up application if we reasonably believe that the information you have provided is incorrect and/or false.

### 4. ACCESS CODES

4.1 Your Access Code is issued solely for your use and you must not let any other Member or non-member use your Access Code to access the Branch.

4.2 You are responsible for keeping your Access Code secure and confidential at all times.

4.3 In the interests of the safety and security of all our Members, use of Access Codes are monitored and individuals may be asked to provide proof of identification.

4.4 If we have reasonable grounds for believing that you

knowingly provided your Access Code to another individual or individuals, or allowed unauthorised entry following your entry to the gym (eg. tailgating), we may hold you responsible for the conduct of such individual(s) while at such Branch and liable for any loss we suffer as a consequence of that conduct.

## 5. PAYMENT

If you are a Fixed Member, you agree to pay the Joining Fee, along with the first Monthly Fee upfront and commit to Direct Debits for further Monthly Fees for each month in your Fixed Member Period.

5.1 If you are a Non Contract Member, you agree to pay the Joining Fee along with the first Monthly Fee upfront and a rolling payment of the Monthly Fee with no ongoing contract.

5.2 You must inform us of a Promotional Code on sign up. You agree to pay the Promotional Code rate applicable to your Joining Fee and/or Monthly Fee for the period of that Promotional Code. After that period has ended, we can then debit the normal Monthly Fee in respect of following months until your Membership is ended.

5.3 We will continue to debit all Monthly Fees even if you do not attend the Branch and/or if there are circumstances which affect access to and use of the Branch. Other than during an emergency, where there are occasions when we are required to close all, or certain parts, of the Branch, we will provide reasonable notice in advance and will use reasonable endeavours to ensure that such closures are during quiet periods.

5.4 If any payment due from you is not received or a Direct Debit is not honoured for any reason, you must pay us an administration fee of £15.

5.5 We may change the Monthly Fee for Non Contract Members at any time by providing you with 4 weeks' notice. You can cancel your Membership within this 4-week period, but if you do not we will automatically apply the updated Monthly Fee. We will not change the Monthly Fee for Fixed Members during their Fixed Member Period but do reserve the right to amend a Fixed Members Monthly Fee after that period ends.

5.6 If your initial Monthly Fee was part of any offer or Promotional Code, your Monthly Fee will be charged at the agreed promotional period and will then automatically change to the regular Monthly Fee at the end of the promotional/offer period.

5.7 If you fail to pay any amount due under this Contract for a period of more than 30 days, then we may pass this debt to a third party collection agency for collection. All reasonable costs incurred in the collection of this debt (including tracing you) by the collection agency shall be borne by you.

5.8 We reserve the right to end any promotion and/or Promotional Code without warning at any time.

5.9 From time to time we may need to increase the price of a Membership. We will give you at least 1 full months' 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:

- if you are a Non Contract Member, 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.

- if you are a Fixed Member, you may terminate your Membership within 30 days of being given such notification of a price increase (as set out in 10.1.2(e)).

## 6. MEMBERSHIP FREEZE

6.1 You can freeze your Membership at any time, for any reason, for a minimum of 1 month, providing you give 14 days' notice. You can freeze the Membership for up to three months (the "Freeze Period"), You may only request 1 Freeze Period in any 6 months' period. The freeze period will be subject to a reduced, fixed fee which will be notified to you on your request. If you are a Fixed Member, your contract duration will pause and then recommence after the freeze.

## 7. GYM CLOSURES

7.1 If any individual gyms are forced to close for a prolonged period of time for any reason ("Closure Period"), then:

7.1.1 we shall be entitled to immediately suspend our provision of gym and/or membership services to you for the duration of the Closure Period; and

7.1.2 we may freeze your membership and suspend all collections of your payments to us for the duration of the Closure Period.

## 8. PLUS+ MEMBERSHIP

This clause 8 shall apply to you if you are a PLUS+ Member.

8.1 As a PLUS+ member, you:

8.1.1 will pay a higher rate that will entitle you to the PLUS+ membership features;

8.1.2 can access any of our gyms across the UK with the same Access Code you use for your Branch (you will only be able to book in for classes via the class booking system at your usual Branch (if applicable) and will not be able to book in for classes at other branches although you can turn up and partake if spaces are available).

8.2 To downgrade your membership from a PLUS+ Membership to a standard / single gym access Membership, please email [plus@jdgym.co.uk](mailto:plus@jdgym.co.uk). You will be required to give us 30 days notice in order to downgrade membership types.

8.3 If you were previously on a discounted Membership rate before upgrading to a PLUS+ Membership, you will waive the right to such discount should you downgrade from a PLUS+ Membership back to a standard Membership (and shall subsequently pay the current/ standard Membership rate at the time of your downgrade).

8.4 Without prejudice to any other rights and remedies, if at any point you miss a Direct Debit payment and fall into arrears, your PLUS+ Membership privileges will be paused, along with your standard Membership and gym access, until payment is

|            |   |             |  |
|------------|---|-------------|--|
|            | resolved.   |             | doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer; or  |
| 85         | The gyms that PLUS+ Membership gives you access to includes the gyms that are open as of 31 January 2020. We reserve the right to change the access privileges to gyms at any time, we reserve the right to exclude Members and/or PLUS+ Members from accessing any gyms opened after 31 January 2020.  |             | (c) Redundancy: in the event of redundancy from your employer or other loss of livelihood;   |
| 86         | We have 3 gyms that have fingerprint access; Hull, Liverpool city centre, and Preston. To access these gyms please contact <a href="mailto:plus@jdgyms.co.uk">plus@jdgyms.co.uk</a> so we can arrange for your fingerprint to be set up (setting up fingerprint access constitutes your consent to your fingerprint being used for such purposes). If you are a member of such branches, you can still use your Access Code to access these branches (please log in to your member area for more information). If you require any assistance, please email <a href="mailto:plus@jdgyms.co.uk">plus@jdgyms.co.uk</a> . |             | (d) Pregnancy: if you become pregnant;   |
|            |   |             | (e) within 30 days of giving you a notification of a price increase pursuant to paragraph 5.9.   |
|            |   | 102         | If a Fixed Member wishes to terminate this Contract under paragraph 7.1.2 you must provide appropriate proof and evidence (such as a utility bill, medical evidence or employment documentation as the case may be).   |
| <b>9.</b>  | <b>YOUR RIGHT TO CANCEL WITHOUT REASON</b>  | <b>11.</b>  | <b>CONTRACT TERMINATION BY US</b>  |
| 9.1        | If you sign up to a Membership online, you have the right to cancel this Contract within 14 days of completing your sign up process without giving any reason. If you sign up to a Membership at the Branch you have the right to cancel this Contract within 7 days of completing your sign up process without giving any reason (each 7 day or 14 day period is a "Cancellation Period"). To do so you must inform us by a clear statement via telephone or email (at the contact details above) or at your Branch. You must send your cancellation request before the relevant Cancellation Period expires.        | 11.1        | We may terminate this Contract with immediate effect if you:   |
|            |   | 11.1.1      | are in breach of any part of the Rules;  |
|            |   | 11.1.2      | we reasonably believe that the circumstances in your Health Declaration have changed or are incorrect and you have not updated us;   |
|            |   | 11.1.3      | if the staff at your Branch reasonably believe your behaviour (such as complaints from other Members) is not of the standard expected of a Member; and/or  |
|            |   | 11.1.4      | we reasonably believe that you have willingly allowed any other person to use your Access Code to access the Branch.   |
| 92         | If you cancel within the Cancellation Period, then we will refund you the Joining Fee and any other Membership Fees you may have paid. However, if you access and use the Gyms during the Cancellation Period, then we will reduce such refund by a pro rata amount for the Membership you have used during the Cancellation Period.  | 112         | Further and in the alternative, we reserve the right (at our reasonable discretion) to suspend and/or discuss your Membership if you breach the Rules.   |
| 93         | After the Cancellation Period expires, you may only cancel this Contract for those reasons detailed in paragraph 7.   | <b>12.</b>  | <b>QUERIES, PROBLEMS OR COMPLAINTS</b>   |
| <b>10.</b> | <b>CONTRACT TERMINATION BY YOU</b>  | <b>12.1</b> | <b>Queries</b>   |
| 10.1       | Once the relevant Cancellation Period (detailed in paragraph 6) has expired you may only terminate this Contract in the following ways:   |             | If you have any queries about JD Gyms, please write to us at <a href="http://www.jdgyms.co.uk/contact-us">www.jdgyms.co.uk/contact-us</a> or contact the staff at your Branch and we will do our best to help you.   |
| 10.1.1     | Non Contract Members can terminate this Contract at any time by contacting us no later than 30 days before your Direct Debit payment is due. To do so, please contact us and we will cancel your Direct Debit. If you cancel after this 30 day period, the termination will automatically terminate the day after the next Direct Debit is due and paid; or   | 122         | <b>Other legal remedies</b>  |
| 10.1.2     | Fixed Members have agreed to sign up for the Fixed Member Period and therefore can only terminate this Contract within the Fixed Member Period in the following extenuating circumstances.  |             | The options described above are intended to describe or be in addition to your normal legal remedies and nothing in these terms will override or exclude any of your legal rights.   |
| (a)        | Relocation: in the event that your new permanent address is more than 15 miles away from your Branch; or  | <b>13.</b>  | <b>Limits of our responsibility</b>  |
| (b)        | Long term (over 3 month) illness or injury: in the event of an illness, injury or medical condition which in the written opinion of a   |             | We are not responsible to you for the following types of loss or damage:   |
|            |   |             | (a) of a kind that is not reasonably foreseeable;  |
|            |   |             | (b) which results from you misusing the Branch and its equipment; or   |
|            |   |             | (c) from any events which are beyond our reasonable control.   |
|            |   |             | However, 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 by English law. |
|            |   | <b>14.</b>  | <b>YOUR PERSONAL INFORMATION</b>   |
|            |   | 14.1        | When you contact us providing your details and/or during your use of the Membership, we may gather   |

information about you and your visit to the Branch. Information about this can be found in our Privacy Policy which forms part of these Terms. The Privacy Policy and these Terms together govern our relationship with you.

- 14.2 See our Privacy Policy [Here](#).
- 14.3 For Direct Debit payment and collection purposes you agree that your personal information may be processed by Harlands Services Ltd.
- 14.4 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, to send marketing information and to improve our business operations.
- 14.5 When agreeing to these Terms and using your Branch, you consent to your image being recorded by 24hour CCTV for security purposes (including review of use of Access Codes) and reviewed by

our employees.

**15. GENERAL TERMS**

- 15.1 The Contract is formed will be between you and us. No other person shall have any rights to enforce any of its Terms.
- 15.2 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.
- 15.3 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.
- 15.4 These Terms are governed by English law and you can bring legal proceedings in respect of the any disputes arising out of or in connection with your Membership in the English courts.