

TERMS AND CONDITIONS

1. Nature of the Agreement

If you sign this agreement, you will become a member of the club that is referred to overleaf. This agreement sets out the terms that will govern the relationship between us, the owners of the club that is referred to overleaf, and you, a member of the club. We have appointed Ashbourne Management Services Ltd ("Ashbourne") to administer this agreement on our behalf. It is authorised to act on our behalf in all respects both before and after the termination of this agreement including, in particular, in all respects relating to the recovery of any sums that may be due from you to us and may recover the same in its own name. It is also authorised to accept service on our behalf.

2. The Minimum Membership Period

You have chosen the "Minimum Membership Period" referred to overleaf.

YOU MUST PAY THE MONTHLY MEMBERSHIP SUBSCRIPTION FOR THE MINIMUM MEMBERSHIP PERIOD UNLESS YOUR MEMBERSHIP IS TERMINATED WITHOUT LIABILITY, SUSPENDED OR TRANSFERRED AS SET OUT BELOW.

Your right to terminate this agreement without liability is set out in clause 5. In particular, you may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Your right to suspend this agreement.

We will suspend your membership during the Minimum Membership Period if and when you provide written confirmation that (a) you, your spouse or your partner (if living at the same address) has begun to claim income support or (b) you provide a letter from your GP to prove that you (i) have been advised not to use the club for a medical reason (ii) are pregnant or (iii) gave birth in the last 3 months. We will review your circumstances every 2 months. If your circumstances have not changed, we will suspend your membership for a further 2 months, unless you tell us that you would prefer to cancel your membership which you may do without any further obligation on your part.

Whilst your membership is suspended, you will be relieved of your obligation to pay your monthly membership subscription and we will be relieved of our obligation to allow you to use the facilities at the club. The period of suspension will not count as part of the Minimum Membership Period.

Your right to cancel this agreement.

We will cancel your membership during the minimum membership period without any further obligation on your part if you are not reasonably able to access the club in the following circumstances. You must either (a) provide a letter from your doctor to prove that you have been advised not to use the club for the foreseeable future for a medical reason; or (b) provide written confirmation (e.g. a letter from your employer) to prove that the location of your main place of work has changed and is more than 15 miles from the club; or (c) you provide written confirmation (e.g. utility bills) to prove that you have moved more than 15 miles from the club.

Your right to transfer this agreement.

We will transfer your membership to another person (provided they do not have an existing relationship with the club) during the minimum membership period if (a) he or she agrees to become a member for the remainder of the minimum membership period; (b) he or she agrees to pay an induction fee of £35 and; (c) he or she is introduced to us by you.

What happens if I fall into arrears with my membership subscriptions during the Minimum Membership Period?

We will be relieved of our obligation to allow you to use the facilities at the club if (i) any payment is more than 7 days overdue and (ii) you have not come to an agreement with Ashbourne to make supplementary payments in addition to your membership subscription to repay the arrears within a reasonable period. Unless we have exercised our right to terminate this agreement, your monthly membership subscriptions will continue to fall due throughout the Minimum Membership Period even though you may not be entitled to use the facilities at the club.

If you become liable to pay a membership subscription or other sums during the Minimum Membership Period that relates to a period during which you were not allowed to use the facilities at the club following the termination of your membership, we will grant you free use of the facilities for an equivalent period after the minimum membership period has ended provided (i) you pay the membership subscription for the earlier period or the sum due in respect thereof and (ii) we have not in the meantime terminated your membership on the grounds of your behaviour in accordance with clause 5.

What happens at the end of the Minimum Membership Period?

Your membership will automatically be extended once the Minimum Membership Period has ended for consecutive one month periods unless this agreement has been terminated or cancelled. If there is a change in the monthly subscription you will be notified in advance and have the right to cancel your membership in accordance with clause 3.

What happens if I want to bring my membership to an end after the Minimum Membership Period has ended?

You may cancel your membership without further obligation on your part provided you give us at least 1 month prior notice of your intention to do so.

3. Cancellation

Either party may cancel your membership (a) at the end of the Minimum Membership Period by giving at least 1 month prior notice or (b) at any time thereafter by giving at least 1 month prior notice.

If we decide to change your monthly subscription after the Minimum Membership Period we will inform you at least one month before any increase comes into effect. You have the right to terminate your membership if you do not agree the new monthly subscription. If you do not terminate your membership, the new monthly subscription will become payable from the date stated on the notification, which will be at least 1 month after such notification.

4. Payment

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full to Ashbourne. All subsequent membership subscriptions are payable at the beginning of the month to which they relate.

Please note that additional charges may be required for certain services (e.g. sauna, massages, physiotherapy etc.).

If you fail to make a payment, Ashbourne is authorised to act on our behalf in all respects relating to the recovery of any sums due from you and may recover the same in its own name. If the failure to pay is without good cause, and is not intended as notice of termination under clause 5 below, Ashbourne is entitled to, and may charge you a £25 administration fee for dealing with the consequences of each default, which is a reasonable estimate of the administration costs which Ashbourne will incur. If charged, this sum will be added to your account/ the next payment to be made.

5. Termination

This agreement may be terminated (a) in the circumstances set out below or (b) by either party at any time in response to any other serious breach of the other party's obligations under this agreement.

Termination for our fault

You may terminate this agreement in accordance with clause 9 below at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Termination where you fail to pay

If any payment due from you remains unpaid for a period of three months or longer, we or Ashbourne may serve a final warning notice on you in respect of any outstanding sums due. If, after the expiry of a period of one month from the date of receipt of that final warning upon you, any sum which the final warning required you to pay has not been paid, then this will be treated as a repudiation of your obligations under this agreement and we may terminate the agreement. We will assume that the notice has reached you 2 working days after it is sent by first class post or, if sent by email before 4pm, on that day.

Termination for your fault

We may terminate this agreement at any time if (a) your treatment of another club member or a member of the club's staff falls well below the standard of consideration that we reasonably expect and (b) having been asked to remedy your conduct you fail to do so within 7 days of the receipt of a written warning; or having been asked to remedy your conduct you do the same thing again within 6 months of the receipt of a written warning.

Effect of termination by us during the minimum membership period under this clause

If we terminate this agreement during the minimum membership period (except where it is for our fault), you will become immediately liable to pay (i) the arrears, if any, plus (ii) the monthly membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination.

This credit shall be calculated at 4% above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the final monthly membership subscription would otherwise have fallen due. For example, if we terminate the agreement on 31st July 2014, and the final monthly membership payment would otherwise have fallen due on 31st January 2015, the mid-point between those dates is 30th October 2014. The credit which will be allowed for accelerated receipt will be calculated at 4% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st July 2014, from 30th October 2014 to 31st January 2015.

6. Your Responsibilities

You must treat all club members and staff with the consideration that you would reasonably expect them to show to you. In particular, you must not make remarks that are rude or offensive or behave in a manner that is dishonest, aggressive or indecent.

You confirm that the information that you provide to us (and to Ashbourne) on the form overleaf or subsequently is accurate. If any of the relevant information changes you agree to notify us (or Ashbourne) of any significant changes e.g. as to your name, address and account details as soon as practicable and in any event before the next monthly payment falls due.

7. Your Rights

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry out our obligations under this agreement, provided that (a) our failure did not occur as a result of your own fault or (b) our breach could not have been avoided even if we or those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights contact a Citizen's Advice Bureau.

7A. Transfer of rights under the agreement

In the circumstances set out in clause 2 above, you may transfer your membership under this agreement to another person within the Minimum Membership Period, but not after the Minimum Membership Period. We reserve the right to transfer our rights and obligations under this agreement to a third party, where that person takes over the ownership and control of the club.

8. Data Protection

When we speak of personal information we mean "personal data" in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 ("GDPR") (the "Relevant Law")

As a member of the club we will necessarily process your personal data and we will do so in a manner compatible with the Relevant Law.

In our privacy statement which is available at www.ashbourne-memberships.co.uk we set out in a comprehensive manner:-

- The personal information we collect about you
- How that information is collected
- How and why we use your personal information
- Who we share your personal information with
- Where your personal information is held
- How long your personal information will be kept
- What your rights are in connection with our processing your personal information
- What we do to keep your personal information secure

Biometric information

In particular we draw to your attention that we may use fingerprint scanners for security purposes or to control entry to our premises or for the provision of other services. If you agree to the collection of your fingerprint (or data points from it), then you will be able to access the premises or other services using this method. You have the right to refuse to provide your fingerprint for these purposes. If you refuse you will have to provide another adequate method of identification in order to secure entry to the club.

Your fingerprint will be stored securely by us and we will not share it with anyone else, including Ashbourne, except if the ownership or control of the club is transferred. On termination of your membership your biometric information, i.e. your fingerprint will be deleted from our systems within 3 months.

How to complain

We hope that our Data Protection Officer can resolve any query or concern you may raise about our use of your information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

How to contact us

Please contact us and/or our Data Protection Officer by post or email if you have any questions about this information we hold about you or how we deal with it.

Our contact details are shown below:

Our contact details

Ashbourne Management Services Limited,
PO BOX 10920
Shirley
Sollihull
B90 8YB

Our Data Protection Officer's contact details

Data Protection Officer,
Ashbourne Management Services Limited,
PO BOX 10920
Shirley
Sollihull
B90 8YB
Email address: dataprotection@ashbournemanagement.co.uk

9. Notices

General notices

We recommend that you notify Ashbourne at the address overleaf or such other address that it provides to you in writing. However, you may notify us at the club if you wish. We or Ashbourne may notify you at the address overleaf or such other address that you provide to us or Ashbourne in writing.

How to provide notice of termination

We would prefer written notice of termination to be sent to us or to Ashbourne, by email or by letter. However, you can also communicate your decision to terminate to us by speaking to our staff, or by cancelling your direct debit mandate, which we and Ashbourne will treat as notice from you that you are terminating this agreement.