

## Terms of Service

### (1) Nature of the Agreement

If you consent to this agreement, you will become a member of the club that is referred to on the sign up page. This agreement sets out the terms that will govern the relationship between us, the owners of the club that is referred to on the sign up page, and you, a member of the club. We have appointed Ashbourne Membership Management Ltd ("Ashbourne") to administer this agreement on our behalf. Ashbourne 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" option referred to on the club sign up page. 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.

### (3) Paid in Full Membership

If you have opted for a paid in full membership via the sign up page you will be bound by the rules of the club and these terms and conditions, you will be granted optional access to the club for the period chosen and paid for only.

#### 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 by providing further proof of circumstance.

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. If you choose to cancel your membership while it is suspended, a one-month notice period will still apply. This notice period will commence at the end of the suspension and the corresponding membership fee will be payable.

#### Your right to cancel this agreement.

We will cancel your membership during the minimum membership period with one month's notice, 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. Bank statements and mobile phone bills will not be accepted as proof of address change.

#### 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 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. Members are required to provide one full month's notice of cancellation. During this notice period, a full monthly membership fee will be charged; fees will not be calculated on a pro-rata basis and no refunds will be issued.

### (4) 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 10 days before any increase comes into effect. You have the right to terminate your membership if you do not agree to 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 10 days after such notification.

### (5) Payment

The initial payment specified during sign up and all subsequent membership subscriptions must be paid in full to Ashbourne. The initial payment specified during sign up and all subsequent membership subscriptions must be paid in full to Ashbourne. Membership subscriptions are payable either on a date specified by the gym or on the nearest pre-scheduled direct debit collection date one month following sign up. The designated collection dates are the 1st, 9th, 17th, and 24th of each month. 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. In addition, a pro-rata weekly

charge will apply on any unpaid subscription, calculated based on the subscription amount. This charge will continue to accrue on a weekly basis.

### (6) 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 where our fault.

You may terminate this agreement in accordance with clause 8 below at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Members wishing to request cancellation on the grounds of unsatisfactory service must submit a formal written complaint directly to Ashbourne, specifying the reasons the services are considered below standard. The complaint will be investigated, and a decision regarding cancellation will be made following the outcome of that investigation.

#### 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 successfully reached you by email on that day.

If you fail to pay any sums due, we or Ashbourne may take court action or pursue other legal remedies to recover the outstanding amounts.

#### 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 2026, and the final monthly membership payment would otherwise have fallen due on 31st January 2027, the mid-point between those dates is 30th October 2026. 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 2026, from 30th October 2026 to 31st January 2027.

### (7) 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) throughout the joining process 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.

### (8) Your Rights

Nothing in this agreement excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

We will process your personal data in accordance with our Privacy Notice available at <https://ashbourne-memberships.com/privacy-policy/>.

This agreement shall be governed by the laws of England and Wales, and disputes will be subject to the jurisdiction of the courts of England and Wales. However, as a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this agreement affects your rights as a consumer to rely on such mandatory provisions of local law.

### (9) Notices

#### General notices.

We recommend that you notify Ashbourne at [membershipsus@ashbournemanagement.co.uk](mailto:membershipsus@ashbournemanagement.co.uk) 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 given during sign up or such other address that you provide to us or Ashbourne in writing.

#### How to provide notice of termination.

We prefer that written notice of termination be sent to us or to Ashbourne by email, letter, text, or via chat bot through the Ashbourne website. However, you may also communicate your decision to terminate to us by speaking to our staff or by cancelling your direct debit mandate. Any termination will not be effective until you receive confirmation from us or Ashbourne that your notice has been received and processed. No refunds will be issued for any payments already collected via direct debit that have not been cancelled prior to termination.

### (10) 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.

### (11) Your Legal Right to Change your Mind and Cancel (the Cooling Off Period) in your capacity as a consumer

If this agreement is entered into at a distance (for example online, by telephone or email), you have the right to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form at a distance. However, if you select to commence your membership immediately, or you ask us to start your membership before the 14 day cooling off period has ended, [you agree that if you subsequently cancel your membership within the 14 day cooling off period, then we will give you a refund of any monies paid less an amount to reflect your usage of the club during the 14 day cooling off period].

#### How to Cancel Within the 14 Day Cooling Off Period

If you change your mind, contact [membershipsus@ashbournemanagement.co.uk](mailto:membershipsus@ashbournemanagement.co.uk) to let us know, we will refund you the relevant amount due as soon as possible within 14 days of you telling us you've changed your mind.

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