

# TERMS AND CONDITIONS

## CONTRACT

JUNE 2026

The General Terms and Conditions (including the appendices) apply to adult Members (i.e. those persons of 18 years of age or more).

Separate Teen Membership Terms and Conditions are available from the kiosk at one of our clubs.

In addition to the General Terms and Conditions, the following schedules will apply to your Contract depending on the type of Membership:

**Schedule 1** – Personal Training Policy

**Schedule 2** – Junior Swim Option Terms and Conditions

A Junior Swim Option may be applied for only by a Member who is aged 18 or over at a kiosk at their Home Club on behalf of a Junior Swimmer. The Junior Swim Option Terms and Conditions at Schedule 2 shall apply to the Junior Swim Option.

The Contract is between you and FG Fitness Ireland (Investco) Limited (trading as Everlast Gyms)

Your attention is particularly drawn to the cancellation terms set out at Clauses 6 and 7.

If you need to contact us in relation to your Contract, we recommend that you speak with the General Manager at your home club.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

**Champion Membership:** refers to our premium Membership option including various benefits including access to premium features in the Everlast Gyms mobile application.

**Classes:** health/fitness classes in your Home Club's class timetable, which may be subject to change from time to time.

**Core Membership:** refers to our standard Membership option.

**Contract:** your Membership Agreement, the General Terms and Conditions, including the Appendices and the applicable Schedule(s), copies of which are available on our website: [www.everlastgyms.com](http://www.everlastgyms.com), or are available from the kiosk at one of our gyms.

**Corporate Member:** means an individual who is an employee of a third-party organisation receiving a corporate discount from us and holds valid employee ID for the duration of their contract.

**Fixed Term:** means a minimum fixed term commitment of twelve calendar months. For a Membership paid on a Monthly Fee, any pro-rated period in the month prior to your first Direct Debit payment will be added to the twelve-month period from the date of your first Direct Debit payment. The Fixed Term may be extended in accordance with these Membership Terms and Conditions.

**Gym Etiquette and Code of Conduct:** the standards of behaviour required for safe and acceptable use of our gyms, as displayed in our clubs, a copy of which is also available on our website, [www.everlastgyms.com](http://www.everlastgyms.com).

**Gym Facilities:** means the gymnasium area of the club, excluding any pool area or the provision of Classes.

**Health Questionnaire:** the questionnaire to be completed by each Member or Guest before commencing physical activities.

**Home Club/Club:** the club named as such in your Membership Agreement.

**Junior Swimmer:** means a swimmer aged under 14 years old who uses the pool facilities under the supervision of a Member who is aged 18 or over and has purchased the Junior Swim Option.

**Junior Swim Option:** means an add on to your Membership which allows you to bring, subject to the Junior Swim Option Terms and Conditions, a child (or children, as the case may be) under 14 years old to a club for the use of the pool only.

**Junior Swim Option Terms and Conditions** means the terms and conditions set out at Schedule 2 that shall apply to Junior Swim Options.

**Member:** a member of any Everlast Gym named as the member in the Contract.

**Membership Agreement:** your membership agreement, which sets out, among other things, your Monthly Fee or your Upfront Fee.

**Membership Fees:** the charges payable for your category of membership as set out in your Membership Agreement.

**Monthly Fee:** if paying monthly by Direct Debit, the monthly payment of your Membership Fee as set out in your Membership Agreement.

**Personal Training Policy:** means the policy set out at Schedule 1 that apply to Members who purchase one or more PT Sessions.

**Pool Protocol:** all pools are unsupervised, therefore these rules must be complied with by Members when using swimming pools in each of our clubs, as displayed in our clubs.

**PT Sessions:** means either 1-2-1 PT Sessions or Buddy PT Sessions (as applicable) as more particularly set out in Schedule 1.

**Rolling Term:** if you pay a Monthly Fee for a Fixed Term Contract, any period for which your Contract extends under Clause 6.2.2.

**Services:** the usage of our Gym Facilities and, if applicable, Classes and the pool.

**Student:** means an individual who is a student receiving a discount from us and holds valid student ID for the duration of their contract.

**Upfront Fee:** if you choose to pay in advance for a Fixed Term Contract, the amount payable upfront as your entire Membership Fee as set out in your Membership Agreement.

**we/us/our:** FG Fitness Ireland (Investco) Limited trading as Everlast Gyms.

**you/your:** the named user entering into the Contract with FG Fitness Ireland (Investco) Limited.

## 2. COMMENCEMENT

2.1 Your Contract and your membership will commence as set out below:

2.1.1 **For Fixed Term Contracts paid by an Upfront Fee:** your Contract will commence on the date you pay your Upfront Fee and shall continue for the Fixed Term or as otherwise set out in your Membership Agreement, unless extended or cancelled in accordance with these Membership Terms and Conditions; and

2.1.2 **For Fixed Term Contracts paid by a Monthly Fee:** your Contract will commence on the date you sign your Membership Agreement and shall continue for the Fixed Term or as otherwise set out in your Membership Agreement, unless extended or cancelled in accordance with these Terms. Any pro-rated amount to cover the period from the date you sign your Membership Agreement to the date of your first Direct Debit payment shall be included in your initial payment.

2.2 You will be entitled to all the rights and privileges exercisable for the type of membership that you have chosen. If your chosen membership option does not include access to the Gym Facilities, pool or Classes, you must pay an additional fee in order to use the Gym Facilities, pool or participate in any Classes. The Gym Facilities, pool and Classes are subject to availability and/or limits on the number of places available (Classes do not include PT Sessions).

## 3. MEMBERSHIP

3.1 An application for **Membership** may be made online or using a kiosk in your Home Club.

3.2 An application for **Teen Membership** may only be made at a kiosk in your Home Club. Teen Memberships must be applied for using a separate set of terms and conditions (available from the kiosk at one of our clubs). You will be asked to provide proof of age on application for a Teen Membership. Acceptable forms of proof are, for example, a valid passport or a birth certificate.

3.3 An application for a **Junior Swim Option** may only be made at a kiosk in your Home Club. The Junior Swim Option Terms and Conditions will apply in respect of Junior Swim Options.

3.4 At any time during the term of the Membership, the Club may request evidence of a Corporate Member's employment status and the Corporate Member must present their employee ID (acceptable forms of which are as determined between us and the Corporate Member's employer) to the Club within 14 days of the request. Where the Corporate Member fails to present valid employee ID to the club, the Corporate Member's membership may be terminated at the end of the calendar month in which they have failed to present their employee ID.

3.5 At any time during the term of the Membership, the Club may request evidence of a Student Member's student status and the Student Member must present a valid student ID to the Club within 14 days of the request. Where the Student Member fails to present valid student ID to the club, the Student Member's membership may be terminated at the end of the calendar month in which they have failed to present their student ID.

3.6 We may offer special concessionary rates from time to time for which we reserve the right to require an applicant for the concessionary rate to provide us with evidence, to our satisfaction, of their eligibility for the concessionary rate.

3.7 Acceptance of an application for Membership is solely at the discretion of the club management and reasons need not be given for refusal.

3.8 You agree to comply and be bound by these Terms, our Gym Etiquette and Code of Conduct, and Pool Protocol. If you choose to purchase the Junior Swim Option you agree to comply and be bound by the Junior Swim Option Terms and Conditions (see Schedule 2) and if you choose to purchase one or more PT Sessions you agree to comply and be bound by the Personal Training Policy (see Schedule 1).

3.9 Your Membership is personal to you. You must not share, sell, lend, or otherwise allow another person to use, your membership card. Any Member found to be doing so shall have their Membership revoked.

3.10 You may enter the club no later than 45 minutes before closing.

3.11 We take the health & safety of our members very seriously, and you must consent you have read and agree with our Health Declaration at the time of joining. Please ensure you review regularly and update us if there are any changes. You can find this within your Client Portal accessed through our member app also or through this link:

3.12 Where you have provided contact details of your next of kin or emergency contact, you grant us permission to contact them at our sole discretion, in the case of an emergency. You accept responsibility for ensuring that your next of kin or nominated emergency contact is aware that we hold their personal information and that they accept the terms of the Privacy Policy (at: <https://www.everlastgyms.com/privacy/>)

3.13 All guests must be: (i) introduced by a Member or present a valid guest pass which has been issued by one of our authorised distributors (includes Champion guest passes); (ii) pay the guest fee and (iii) complete a Health Questionnaire before using the club. As a Member, you will be fully liable and responsible for the actions and behaviour of your guests and shall ensure that they comply with all Membership Terms and Conditions, regulations and policies applicable to the Club.

3.14 If a Member has a physical disability and requires assistance from a carer to use the Gym Facilities, the carer may have free access to the Club to assist that Member in using the facilities available under their Membership. In order to assist the Member in a safe manner, the carer must complete a Health Questionnaire. For the avoidance of doubt, the carer may not use the facilities available under a Member's Membership for their own personal training or fitness. Members are encouraged to discuss any other requirements they may have with the Club manager.

3.15 Access to our clubs is via a secured entry system and all Members must verify their identity and membership ID before entering. Any failure to do so may result in the Member being denied access to the club.

3.16 Members acknowledge that we may make reasonable changes to the codes, protocols and policies applicable to the clubs at any time and at our discretion provided that we give advance notice of the changes (where reasonably practicable).

3.17 Members and guests must be aged 16 years or over (unless they hold either a legacy Teen Membership or are a Junior Swimmer).

3.18 You agree to advise us promptly of any change to the details, as provided on the Membership Agreement.

## **4. APPLICATION OF CONDITIONS AND OUR OBLIGATIONS**

4.1 These Terms shall prevail over any inconsistent terms or conditions contained or referred to in the Membership Agreement or implied by law, trade custom, practice or course of dealing. This will not change the Member's statutory rights.

4.2 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services.

4.3 We shall notify you of any changes in the manner we deem most appropriate, which may include emails, updates to our website or signs within the clubs, as the case may be.

4.4 We shall use reasonable endeavours to provide the Services but Members acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.

4.5 Time shall not be of the essence for our performance of the Services under the Contract.

4.6 Any complaints should be brought to the attention of a member of staff. Any complaints unresolved at the time of the incident shall be referred to and dealt with by the Club manager.

## 5. MEMBERSHIP FEES AND CHARGES

5.1 You agree to pay the Membership Fees in accordance with the Membership Agreement. You may pay either an Upfront Fee or a Monthly Fee for your Fixed Term Contract. Unless we agree otherwise, you shall pay the joining fee as set out in your Membership Agreement.

5.2 The joining fee and Upfront Fee/Monthly Fee are each payable immediately and are not refundable other than due to cancellation under Clause 11.1 (Right to Cancel) of these Terms.

5.3 A proportion of the Upfront Fee may be refundable in certain circumstances – see Clause 12.

Member's Contract cannot be transferred to another person but we may, at our discretion, give Members the option to change their Home Club.

5.4 We administer Direct Debit payments. The name "Everlast Gyms" will therefore appear on the payer's bank/building society statement.

5.5 Members must make any applicable Direct Debit payments regardless of the Member's non-attendance, except where the Contract is cancelled in accordance with these Terms.

5.6 If a Member fails to pay any monies due under the Contract or 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, we will charge you an administration fee of £10 on each occasion we seek such payment from you and we may, at our discretion refuse the Member entry to our clubs. Any failure to pay a debt due to us will result in you being refused Membership in the future.

5.7 If we charge a higher rate for your Membership Fee and it is our error, we will reimburse the difference between the incorrect rate charged and the correct rate of Membership Fee in the Direct Debit immediately following our deduction of the incorrect rate.

## 6. FOR MEMBERS ON A FIXED TERM CONTRACT

6.1 Where you enter into a Fixed Term Contract, you acknowledge that you are entering into a long-term commitment with us. Fixed Term Contracts can be paid wholly upfront, or paid by Direct Debit on a monthly basis for a minimum fixed term. You confirm that you have entered into this commitment in full consideration of any likely changes in your own personal circumstances over this period and acknowledge that the Contract can only be cancelled in very limited circumstances (see Clauses 11.1 and 12).

6.2 On expiry of the Fixed Term (or, where you have chosen to freeze your Contract, the Extended Term, as defined in Clause 11.10 below), the following shall apply:

**6.2.1 For Fixed Term Contracts paid by an Upfront Fee:** your Contract will end on the last day of the Fixed Term. Please contact us to discuss renewal of your Membership, alternatively, we may contact you; and

**6.2.2 For Fixed Term Contracts paid by a Monthly Fee:** your Contract will automatically continue on the terms and conditions of a Rolling Term Contract, and we reserve the right to increase the monthly payment to the current monthly Membership rate. In order to maintain the annual Contract membership rate, we recommend speaking with your in-gym. If you do not wish your Contract to extend in this way after expiry of the Fixed Term, you must give us notice that you do not wish for your Contract to extend no less than three calendar months before the end of the Fixed Term (or, where you have chosen to freeze your Contract, the Extended Term). For example, your Fixed Term Contract is for twelve months and started on 1 January 2024, you must give us notice on 1 October 2024 at the latest, telling us you that you do not wish your Fixed Term Contract to continue on a Rolling Term basis after 31 December 2024. If you give notice later than the 1<sup>st</sup> of the month, the three months' notice period will run from the 1<sup>st</sup> of the following month. You may give us notice to the management team within your Home Club who will be able to process for you.

## **7. FOR MEMBERS ON A ROLLING TERM CONTRACT AFTER EXPIRY OF THE FIXED TERM (PAY MONTHLY ONLY)**

7.1 The Direct Debit payment amount is due from you to us. You must make Direct Debit payments for the duration of your Membership.

7.2 Direct Debits are collected on or just after the 1st day of every month and every month thereafter. If your Rolling Term Contract starts on a date other than the 1st day of the month, then in accordance with Clause 2.1.2, you will be required to make a pro-rata initial payment for the first part month. This sum must be paid by card payment to complete your Membership sign up. Your first Direct Debit payment shall be collected on the 1st day of the next month.

7.3 Where you are on a Rolling Term Contract, your membership shall automatically continue in accordance with Clauses 7.4 and 7.5 below.

7.4 We will automatically continue collecting the Direct Debit payment amount every month until your Contract is terminated in accordance with Clause 6.2.2, 7.5 or otherwise in accordance with your Membership. Please note that we do not provide reminders regarding your Direct Debit payments. If your Membership includes the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date. We will give you at least 1 calendar month's written notice to the email address you supplied on joining of any increase to the Monthly Fee and, following such increase, we will continue to collect Direct Debit payments for the increased amount every month until your Membership is terminated in accordance with Clause 6.2.2, 7.5 or otherwise in accordance with your Membership.

7.5 You may cancel your Rolling Term Contract on giving us one calendar months' notice. You may give us notice by visiting or calling your Home Club. Your Contract will end at the end of the calendar month of your final payment. If you provide notice after your direct debit payment (during a month), one more payment will be taken on the 1<sup>st</sup> of the following month and you will still have access to your Home Club and Membership until the end of the following month. For example, if you gave your notice to the gym team on the 10<sup>th</sup> January 2024, you would pay one final monthly payment on the 1<sup>st</sup> February 2024 and would still have full access to your Membership until the 28<sup>th</sup> February 2024.

7.6 Once your Membership ends, from the following day, access to the gym and Everlast Gyms app will no longer be possible. For example, if the final day of your Membership is 30<sup>th</sup> September 2023, on the 1<sup>st</sup> October 2023, you will no longer be able to login and access the Everlast Gyms app or use the gym facilities.

## **8. REFURBISHMENT AND REPAIR**

8.1 Members acknowledge that it may be necessary for us to close all or parts of our clubs from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services. Subject to Clause 8.2, Members agree that any such disruption shall not constitute a material breach of the Contract. We will always take care to minimise any inconvenience caused.

8.2 If a Member's Home Club is closed for an extended period, we will use our best efforts to provide suitable alternative facilities for the duration of the closure. Where we are unable to do so, we may, at our discretion, refund a proportion of the Membership Fees already paid that relate to the period of closure and/or add any closure period onto the end of your Rolling Term or Fixed Term (or, where you have chosen to freeze your Contract, the Extended Term), as appropriate.

## **9. LIMITATION OF LIABILITY**

9.1 Nothing in the Contract shall limit or exclude our liability:

9.1.1 for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

9.1.2 for fraud or fraudulent misrepresentation;

9.1.3 to pay reasonable compensation should a Member suffer loss or damage caused by our negligence;  
or

9.1.4 for any liability that cannot be limited or excluded by law.

9.2 Subject to Clause 9.1 above, this Clause 9 sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and subcontractors) to you in respect of:

9.2.1 any breach of the Contract;

9.2.2 any use made of the Services; and

9.2.3 any representation, statement, tortious act or omission arising under or in connection with the Contract.

9.3 We shall not be liable for any services offered by any third parties including Personal Trainers, Concessions and Licensees.

9.4 Subject to the other provisions of this Clause 9, we shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

9.5 Subject to Clauses 9.1 to 9.4 inclusive, our total liability in connection with the performance, or contemplated performance, of the Contract, shall be limited to:

9.5.1 in respect of a Contract for a Rolling Term, twelve times your current monthly Membership Fee;

9.5.2 in respect of a Contract for a Fixed Term paid by an Upfront Fee, the value of the Upfront Fee; or

9.5.3 in respect of a Contract for a Fixed Term paid monthly, twelve times your current monthly Membership Fee.

9.6 Members must either secure their personal belongings on their person or secure them in a locker provided by us. Lockers that are not hired will be emptied every night. Hired lockers may be emptied from time to time, we will place a visible notice at the kiosk and changing rooms of the club, notifying Members of our intention to clear any and all hired lockers 1 month prior to emptying them. Any property found within a Club (including a locker that is not hired) will be stored for a period of up to 1 month and will be deemed lost property (excluding any wet items which will be disposed of immediately on discovery). After expiry of the 1-month period, the property will be disposed of if not claimed. Subject to Clause 9.1 above, on every occasion the club is used, we, our employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured in a locker.

9.7 The above limitations do not affect a Member's statutory rights.

## **10. CANCELLATION BY US**

10.1 Without prejudice to any other rights or remedies which each party may have, we may cancel the Contract immediately on giving notice to you if you are in breach of these Terms.

10.2 In accordance with Clause 10.1 above, we may cancel the Contract immediately should a Member harass, threaten or abuse our staff or other members of our clubs, maliciously damage our property, or commit any illegal act whilst on our facilities, and no refund of payments already made shall be available.

## 11. CANCELLATION / FREEZING BY YOU

11.1 **Cooling-off period:** Members who have applied for Membership on-line, have 14 full days from the day after sign-up to cancel the Contract for any reason, unless they have registered two or more visits. I.e. if a member has checked into the gym more than once within the first 14 full days, the cooling-off period will no longer apply, and any cancellation will need to be in accordance with the membership terms and conditions. To exercise this right you must inform the gym team within your Home Gym who will complete. If this right to cancel is exercised and the Member has not used the Services, we will reimburse all joining and Membership Fee payments received no later than 14 days from the day after the day on which we are informed about the decision to cancel the Contract, using the same means of payment used for the initial transaction. If the Services have been used by the Member before requesting to cancel, then we will reduce the Membership Fee refund by a pro-rata amount equal to the number of days from sign-up to the date that the Member last used the Services, providing this was a single visit. For example, where a Member gives notice to cancel the Contract under this Clause 11.1, where the Member has used the Services up to and including the 10<sup>th</sup> of the month, the Membership Fee shall be refunded on a pro-rata basis from the 11<sup>th</sup> of the month. Members who have joined in-gym, are not entitled to any cooling off period.

11.2 **Non-renewal of Rolling Term Contract:** Memberships with a Rolling Term may be cancelled in accordance with Clause 7.5.

11.3 **Expiration of a Fixed Term Contract:** Memberships with a Fixed Term will expire or extend in accordance with Clause 6.2.

11.4 You may also cancel your Contract on giving us one calendar month's written notice in the event of certain circumstances that are beyond your reasonable control, as follows:

11.4.1 **Relocation:** in the event that your permanent address or your principal place of employment is changed and both your new permanent address and your new principal place of employment are located more than 10 miles away from one of our clubs, upon appropriate evidence being provided and received by us (for example a copy of a utility bill or bank statement showing your new address and a letter from your employer confirming your new principal place of employment).

11.4.2 **Long term (over three months) illness or injury:** in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits you from exercising for a period of three consecutive months or longer, upon appropriate evidence of such illness, injury or medical condition being provided.

11.4.3 **Redundancy:** where you have been made redundant from your employer or otherwise lose your job, upon appropriate evidence of redundancy or proof of entitlement to jobseeker's allowance being provided.

11.4.4 **At our discretion:** if none of the above circumstances in Clauses 11.4.1 to 11.4.3 apply and you are affected by other unforeseen extenuating circumstances we may (at our discretion and on an individual basis) consider a request by you to cancel your Contract. Any such request must be made to the Home Club General Manager who may require further information or evidence to support your request.

**Please note** – any Cancellation under Clause 11.4 will not be effective until the appropriate supporting evidence is provided and received by us (in writing to your Home Club). Any refunds appropriate to such cancellation shall be dealt with in accordance with Clause 12.

11.5 Any cancellation of your Contract under Clause 11.4 shall be subject to a £10 administration fee.

11.6 You may cancel your Contract on giving us one calendar month's written notice if an Event Outside our Control (see clause 14) continues for a period of 3 months.

11.7 If you cancel or freeze your Membership, any Junior Swim Option to which you have subscribed will cancel or will freeze (as the case may be) simultaneously.

11.8 You may cancel your Contract if:

11.8.1 we significantly reduce the facilities or opening hours of your Home Club;

11.8.2 we change the location of your Home Club; or

11.8.3 we change any other significant term of the Contract to your detriment.

We will give you no less than 1 calendar months' notice of any such change, unless this is something out of our control.

## **FREEZING**

11.9 You may freeze your Contract at any time by giving us 10 days' notice and upon payment of a £5 administration fee for every month that your membership is frozen (which shall be collected by Direct Debit on the 1st day of every month of the freeze period) (**Freeze Period**). Any Freeze Period must be for a minimum of one calendar month and shall take effect from the beginning of a calendar month. The maximum duration of a Freeze Period in any 12-month period is 6 months. The Freeze Period must always cover full calendar month periods.

11.10 Once the Freeze Period expires, your regular payments shall immediately recommence and the length of your Contract (as set out in your Membership Agreement) shall be extended by a period equivalent to the duration of the Freeze Period (the **Extended Term**). Any Membership Fees due on a monthly basis under your Contract shall continue to be due each month until the end of the Extended Term.

11.11 If you paid by an Upfront Fee, the monthly fee of £5 due during each month of any Freeze Period must be paid and the length of your contract (as set out in your Membership Agreement) shall be extended by a period equivalent to the duration of the Freeze Period (the **Extended Term**). If you fail to make these payments in a timely manner we may at our discretion charge you an administration fee of up to £10 to cover our costs of seeking such payment from you and/or may cancel your Contract in accordance with Clause 10 of these Membership Terms and Conditions.

11.12 If you request to freeze your Contract for medical reasons and are able to present evidence to the Home Club manager of such reasons we will waive the requirement for you to pay the £5 administration fee during the Freeze Period.

## **12. VARIATION OF MEMBERSHIP**

12.1 You may upgrade your membership (e.g. from a Core Membership to a Champion Membership) at any time during the Fixed Term of your Contract, however you may not downgrade your membership until after your Fixed Term has expired. If you wish to upgrade your membership after expiry of your Fixed Term you must re-join.

12.2 To vary the type of Membership you have signed up for (i.e. from a Core Membership to a Champion Membership) please speak with a member of staff at your Home Gym, who may require you to complete a Membership Amendment Form.

12.3 In order to vary your Membership, you will be required to enter into a fixed term which shall be no shorter than any unexpired portion of your existing Fixed Term. Your Membership Fee may increase as a result of changing your Membership.

12.4 We will charge you a joining fee to change your Membership, depending on the change required and the current fees at the time of change. Please ask staff for details.

12.5 The cancellation right at Clause 11.1 shall not apply where you choose to vary your Contract under this Clause 12.

## 13. REFUNDS

13.1 If the Contract is cancelled under Clause 11.1 of these Terms, we will refund in full all joining fees, Membership Fees and any applicable administration fees, except where the Member has used the Services during the period set out in Clause 11.1 where we will reduce the Membership Fee refund by a pro-rata amount equal to the number of days from signup to the date that the Member last used the Services.

13.2 Joining fees and administration fees are only refundable if the Contract is cancelled under Clause 11.1 of these Terms. Joining fees and administration fees are not refundable in any other circumstances.

13.3 If your Contract is cancelled under Clause 11.6 or 11.7, you shall be entitled to receive a pro-rata refund of any Membership Fees already paid for the remaining period of your Rolling Term or Fixed Term, as appropriate.

### **Cancellation under Clause 11.4**

13.4 If you pay by Monthly Fee and your Membership is cancelled under Clause 11.4, your Membership will end at the end of the calendar month of your final payment. No refund of payments already made shall apply.

13.5 If you paid an Upfront Fee and you cancel your Membership under Clause 11.4, you may be entitled to a partial refund of your Membership Fee pro-rated for the remaining months of the Fixed Term although we reserve the right to retain a reasonable sum to reflect any price difference between Memberships for a Fixed Term and those on a Rolling Term (where such Memberships are available). For example, a refund may be calculated as follows:

Refund = Upfront Fee less (number of full months since Membership was entered into multiplied by the standard monthly Rolling Term Membership Fee applicable to those months)

For example, if you entered into a twelve month Contract at £30, it has been four months since your Membership was entered into and the monthly Rolling Term Membership Fee since you joined has been £7, your refund will be calculated as follows:

$$\text{Refund} = \text{£}30 - (4 \times \text{£}7) = \text{£}2$$

## 14. DATA PROTECTION

We take the privacy of our Members seriously. For further details on the information we collect from you and how we use and store that information please refer to our Privacy Policy at:

<https://www.everlastgyms.com/privacy>. If you have any questions about how we use your personal information, please do not hesitate to contact the Membership Support Team.

## 15. GENERAL

15.1 We may assign the benefit of the Contract and our rights thereunder to a third party on notice to the Member. The rights under the Contract will not be prejudiced. A Member may only transfer their rights and obligations under the Contract with our prior written agreement.

15.2 We 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 an Event Outside our Control.

15.2.1 An "**Event Outside our Control**" means any act or event beyond our reasonable control (including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks).

15.2.2 If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) (b) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our performance of Services, we will restart the Services as soon as reasonably possible after the Event Outside our Control is over.

15.3 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.4 Unless set out in these terms, any notice or other communication to be given under the Contract must be delivered in writing to us at the addresses set out at the top of this Membership Agreement, or any such addresses as may be notified by a party to the other, in writing, from time to time.

15.5 A person who is not a party to the Contract shall not have any rights to enforce its terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any other person.

15.6 If we fail to insist performance of any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default, we will only do so in writing, and that will not mean that we will automatically waive any later default.

15.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1 – PERSONAL TRAINING POLICY

Where PT Sessions have been purchased, the Member agrees to comply with the following rules set out in this Personal Training Policy. Unless otherwise specified, all rules shall apply to 1-2-1 PT Session(s) and Buddy PT Sessions.

### Defined terms

In addition to the definitions set out in the Membership Terms and Conditions, the following definitions shall apply in this Schedule 1:

**'1-2-1 PT Sessions'** means personal training sessions purchased by a Member for 1-2-1 personal training.

**'Buddy Member'** where a Member purchases Buddy PT Sessions, the second Member invited to attend the Buddy PT Sessions by the Member is the Buddy Member.

**'Buddy PT Sessions'** means personal training sessions purchased through the Club by a Member, where that Member is entitled to bring a second Member to each Buddy PT Session.

**'Lead Member'** means the Member who purchases Buddy PT Sessions and is entitled to invite one other Member to join the Buddy PT Sessions.

**'PT'** means a suitably qualified individual leading the PT Session.

**'PT Session(s)'** means either 1-2-1 PT Sessions or Buddy PT Sessions (as applicable).

### 1. PAYMENT

1.1 All PT Sessions must be paid for in advance and are non-refundable and non-transferable.

1.2 PT Sessions can be purchased in blocks of 4, 8 or 12 sessions.

1.3 Payment for PT Sessions must be made directly by the Member for 1-2-1 PT Sessions, or the Lead Member for Buddy PT Sessions.

1.4 All Members must have a current membership at the Club which is fully paid for with no arrears.

1.5 If a Member/Lead Member's membership is frozen or a Member/Lead Member is otherwise not permitted to enter the Club or use the Gym Facilities, any outstanding PT Sessions will be suspended until that Member/Lead Member is permitted to enter the Club and use the Gym facilities. In the case of Buddy PT Sessions, where a Lead Member's usual Buddy Member's membership is frozen or they are otherwise not permitted to enter the Club or use the Gym Facilities, the Lead Member is permitted to bring a replacement buddy to the Buddy PT Session(s) so long as that replacement buddy has a fully paid for and up-to-date membership at the Club.

1.6 If a Member/Lead Member's membership is transferred to another club under the same ownership as us, any outstanding PT Session(s) may be transferred on the same terms and conditions. With regard to Buddy PT Sessions, both the Lead Member and Buddy Member's memberships must be at the same Club, therefore it is the Lead Member's responsibility to inform their usual Buddy Member of any transferred sessions and to ensure that any replacement buddies are a member of the new club prior to inviting them to attend the Buddy PT Sessions.

1.7 Where a Member's membership has been terminated in accordance with Clause 10.2 of the Membership Terms and Conditions, they shall not be entitled to any refund for 1-2-1 PT Sessions.

1.8 Where a Lead Member's membership has been terminated in accordance with Clause 10.2, they shall not be entitled to any refund for Buddy PT Sessions, and it is their responsibility to communicate to the Buddy Member that any outstanding Buddy PT Sessions have been cancelled.

1.9 For the avoidance of doubt, the Club has no responsibility to the Buddy Member in relation to the Buddy PT Session(s) and any disputes arising between the Lead Member and a Buddy Member in connection with the Buddy PT Sessions shall be dealt with by the Lead Member and Buddy Member without involvement from the Club.

## **2. THE PERSONAL TRAINER**

2.1 The PT is not qualified to prescribe treatment or diagnose medical conditions. They may at any time ask to consult with a Member's GP should any medical condition arise.

2.2 Should a Member have any feedback, comments or concerns regarding their PT, they must contact the Club Manager directly.

## **3. PT SESSIONS**

### **CANCELLATION AND RESCHEDULING**

3.1 In respect of 1-2-1 PT Sessions, if a Member is not able to attend a 1-2-1 PT Session at the agreed time, the PT must be given no less than 12 hours' notice via the PT's personal contact details or by contacting the Club Manager, and the 1-2-1 PT Session may be rescheduled at a mutually convenient time for the PT and Member. At the PT or Club Manager's sole discretion, if 12 hours' notice is not given, the 1-2-1 PT Session will be lost and no refund will be given.

3.2 In respect of Buddy PT Sessions, the Lead Member is solely responsible for notifying the PT and the Buddy Member of any cancellation/reschedule. In particular, where:

3.2.1 both the Lead Member and Buddy Member are not able to attend a Buddy PT Session at the agreed time, the Lead Member must give the PT no less than 12 hours' notice to cancel and reschedule the Buddy PT Session via the Club's booking system or by contacting the Club Manager;

3.2.2 the usual Buddy Member is unable to attend a Buddy PT Session at the agreed time, the Lead Member is permitted to bring a replacement buddy to the Buddy PT Session so long as that replacement buddy has a fully paid for and up-to-date membership at the Club;

3.2.3 the Lead Member is unable to attend a Buddy PT Session at the agreed time, the Lead Member must notify the Buddy Member and give the PT no less than 12 hours' notice to cancel and reschedule the Buddy PT Session via the Club's booking system or by contacting the Club Manager; or

3.2.4 no notice has been given to cancel the Buddy PT Session and only the Lead Member arrives, then that Buddy PT Session shall continue. For the avoidance of doubt, where no notice has been given and if only the usual Buddy Member arrives, the Buddy PT Session shall be cancelled with no refund.

At the Club Manager's sole discretion, if 12 hours' notice of cancellation is not given, the Buddy PT Session may be lost and no refund will be given by the Club.

3.3 Any PT Session cancelled by a Member/Lead Member on more than 12 hours' notice must be rescheduled within 30 days, otherwise that PT Session is deemed void and non-refundable.

3.4 If the PT is absent for any reason, the PT or Club Manager will contact the Member/Lead Member, no less than 12 hours before the affected PT Session and may either:

3.4.1 supply a substitute PT for the PT Session; or

3.4.2 reschedule the PT Session at a mutually convenient time for the PT and Member/Lead Member.

For the avoidance of doubt, Lead Member's are responsible for notifying the Buddy Member of any cancelled or rescheduled Buddy PT Sessions.

3.5 If the PT ceases to deliver PT Sessions at the Club, the Club will allocate a new PT to deliver any outstanding PT Sessions.

### **LATENESS**

3.6 If the PT is late by 10 minutes or more for a PT Session, additional time shall be granted to ensure the Member receives the full duration of the PT Session as planned.

3.7 In respect of 1-2-1 PT Sessions, if a Member is late for a PT Session by less than 20 minutes, then it is assumed that the PT Session started at the agreed time and will end at the agreed time (and no additional time granted). If a Member is late by 20 minutes or more, that PT Session may be cancelled and no refund or rescheduled PT Session will be made.

3.8 In respect of Buddy PT Sessions, if either the Lead Member or Buddy Member is late, then it is assumed that the Buddy PT Session started at the agreed time and will end at the agreed time (and no additional time granted).

### **EXPIRATION**

3.9 All PT Sessions must be used within three months of purchase.

3.10 Any PT Sessions not used before their expiration will be lost and may not be carried over into the following month unless agreed by the PT or Club Manager in their sole discretion.

### **FREEZING**

3.11 Members are able to freeze their PT Sessions for medical reasons where they are able to provide evidence to the PT or Club Manager of such reasons.

## **SCHEDULE 2 – JUNIOR SWIM OPTION TERMS AND CONDITIONS**

### **1. MEMBERSHIP**

1.1 These Junior Swim Option Terms and Conditions govern your Junior Swim Option, which forms part of your Membership.

1.2 The Junior Swim Option allows you to bring children under 14 years old to a club's pool on the following conditions:

1.2.1 you are over the age of 18;

1.2.2 the availability of the Junior Swim Option at your Home Club. The availability of the Junior Swim Option at each club is subject to our discretion. If there is no availability at the time of application we may, at your request, place your application on a waiting list;

1.2.3 you making an application at the kiosk in your Home Club; and

1.2.4 your compliance with these Junior Swim Option Terms and Conditions.

1.3 Junior Swimmers will typically only be permitted to use the club's pool during the hours of 2pm to 5pm Monday to Friday and 9am to 12pm and 2pm until close on a Saturday and Sunday. On bank holidays these hours will be extended to the full club opening hours. These operating hours may vary from time to time between each club.

### **2. SUPERVISION OBLIGATIONS**

2.1 You must supervise all Junior Swimmers that you bring to the club at all times and you shall be fully liable and responsible for their actions and behaviour. You shall ensure that they comply with all relevant terms and conditions, regulations and policies applicable to the club, including the Pool Protocol. Any failure to do so may result in you and the Junior Swimmers being refused access to the club with immediate effect and/or your Junior Swim Option being suspended or cancelled, at our discretion.

2.2 Members who do not have a Junior Swim Option as part of their Membership may not supervise Junior Swimmers and we reserve the right to refuse entry to any child without adequate supervision in accordance with these Junior Swim Option Terms and Conditions.

2.3 You may:

2.3.1 supervise only one Junior Swimmer if the Junior Swimmer is under 4 years old;

2.3.2 supervise a maximum of two Junior Swimmers if the Junior Swimmers are both aged 4 years old or over; and

2.3.3 supervise a maximum of three Junior Swimmers if the Junior Swimmers are all aged 8 years old or over.

2.4 If you are not the parent or legal guardian of the Junior Swimmer then you may only bring the Junior Swimmer to the club if you have the permission of the Junior Swimmer's parent or legal guardian. By bringing the Junior Swimmer to the club you confirm that you have such permission and we reserve the right, in our discretion, to require you to provide proof of such permission to our reasonable satisfaction.

2.5 Junior Swimmers aged 9 and over must enter the pool through the correct sex changing room or, where available, the family changing area.

2.6 Where you are supervising a Junior Swimmer at a club that is not your Home Club, you are not permitted to use any Services at the club in question except for the pool and changing facilities whilst supervising the Junior Swimmer.

### **3. FEES**

3.1 You agree to pay the Membership Fees in accordance with the Membership Agreement. The Membership Fee for the Junior Swim Option shall be as set out in the Membership Agreement.

3.2 The Junior Swim Option is available at no additional charge in the case of Junior Swimmers aged 2 years and younger. Where any Junior Swimmer turns 3 during the Term, the Junior Swim Option fee will become payable in the month following the Junior Swimmer's 3rd birthday.

3.3 You cannot transfer your Junior Swim Option to another Member.

### **4. CANCELLATION**

4.1 If your Membership terminates or expires for any reason, the Junior Swim Option will automatically terminate.

4.2 You may cancel the Junior Swim Option part of your Membership at any time by giving us no less than one calendar months' notice in writing. This will not affect the rest of your Membership, which will continue in accordance with these Membership Terms and Conditions.