

1. Principle Terms

- 1.1 This Agreement commences once both parties have signed overleaf.
- 1.2 You have responsibility for the conduct and payment of all other members joining under this Agreement and any other members added during its term. All such members must comply with the terms of this Agreement and the Rules of Membership displayed on Club noticeboards.
- 1.3 You are entitled to all the rights and privileges for the Contract Type and Membership Category chosen. There are three main Contract Types:

Contract Type	Minimum Membership Period	Notice Required
A. Results Membership	12 months	3 calendar months
B. Impact Membership	6 months	3 calendar months
C. Lifestyle Membership	3 months	3 calendar months

Within these main contracts the Club offers different Membership Categories entitling the member access to the Club dependant on specific criteria. The Club may not offer all membership categories shown and can withdraw the sale of a category at any time without affecting existing members. The main membership categories are:

Category	Conditions	Access Rights
Single	Aged 18 years and older	All facilities in all open hours
Couple	Husband & wife/cohabiting partners aged 18+	All facilities in all open hours
Off Peak	Aged 18 years and older	All facilities at published access times
Active Choice	Usually aged 55+ or 60+, but set by the club. Proof of age must be provided at joining	All facilities at published access times
Student	Aged 18+ years in full time education (14 hours/week or more). Written proof of student status must be provided from University or College	All facilities in all open hours
Under 18	The club offers various under 18 memberships; see club published price list	Certain facilities at published access times

2. Fees and Charges

- 2.1 The signed contract must be accompanied by the relevant joining fee and the first periodic subscription. The periodic subscription will either be a part payment for the initial month membership or a part payment and the following months subscription, which is required after the 15th of the month.
- 2.2 The Monthly DD stated overleaf is due on the first working day of each month.
- 2.3 For the avoidance of doubt, you are obligated to make every monthly payment regardless of non attendance, whatever the reason for non attendance might be, except during suspension of membership with prior notice in accordance with clause 4 below.
- 2.4 Use of the Club will be withheld while a debt remains on a members account.
- 2.5 You agree to your Monthly DD Amount, shown overleaf, being collected in accordance with the DD Mandate completed overleaf. Furthermore, should any direct debit submission be returned unpaid, or if any other form of payment is not honoured you shall pay us, on demand, an administration fee of £20 on each occasion.
- 2.6 If you fail to pay any amount due under this agreement, for a period of more than thirty days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party company will be borne by you including costs in tracing you should you have changed your address without telling us.
- 2.7 Membership subscriptions are inclusive of VAT at the prevailing rate. We reserve the right to pass any VAT change on to you by adjusting your contracted rate including during your minimum membership period.
- 2.8 Subject to clause 2.7, it is the intention of Roko to retain your subscription at its contracted rate for the 'minimum membership period' but the company reserves the right to adjust your subscription in exceptional circumstances. If your subscription increases during your 'minimum membership period' by more than 7% you will have the right to terminate your contract before the price increase comes into effect. We guarantee that your price will not be changed within the first three months of your membership and we will provide at least 1 calendar month notice of a subscription increase in any event.

3. Changing your Membership

As your needs may change over time your membership can too.

You can: • Change to another available category of membership • Add a partner or child • Remove a child • Split a couple into single memberships • Join two single memberships into a couple.

- 3.1 Proof of eligibility must be provided.
- 3.2 Any changes in monthly subscription will take place on the first of the following month unless you are advised otherwise in writing.
- 3.3 To change your membership, including adding a Junior or Youth, you must pay a £20 administration fee per person on each occasion.
- 3.4 Adding a partner will require the relevant payment of a joining fee.
- 3.5 Joining fees previously paid are not refundable on change of membership category.
- 3.6 We also bring your attention to clause 8.8.

4. Membership Suspensions

- 4.1 A membership may be suspended for a period between three to six months provided you have an allowable reason and associated and appropriate proof as outlined in clause 4.2 below.
- 4.2 £5 will be charged, by DD, in each suspended month for each member, except infants. Allowable reasons and proof required: Pregnancy - Doctors letter; Medical illness or injury - Doctors letter; Redundancy - Employers letter & P45; Temporary relocation - Employers letter
- 4.3 Suspended members must honour their minimum membership period at the contracted rate upon returning from suspension. Notice to terminate your membership cannot be served whilst a membership is suspended.
- 4.4 We may be forced to temporarily close the Club due to public health emergencies or other such similarly disruptive circumstances outside of our control. During such period of closure, the membership contract shall be automatically and immediately temporarily suspended. During such period our obligation to provide the Club to you is suspended and your obligation to pay the membership fee is also suspended. Notice to terminate your membership cannot be given during this period of suspension and can only be given once the membership contract is reinstated. The £5 per month charge in clause 4.2 will not be charged during any period of temporary suspension under this clause 4.4.
- 4.5 Suspended months do not count towards the minimum membership period.
- 4.6 Suspended members cannot enter/use the Club.
- 4.7 We also bring your attention to clause 8.8.

5. Transferring your Membership

- 5.1 A membership can be transferred to another Roko Club within its contract term, subject to the payment of the difference in joining fee paid and that currently charged at the new Club.
- 5.2 An administration fee of £20 must be paid to the Club.
- 5.3 The subscriptions charged will be those of the new Club from the 1st of the following month.

- 5.4 The fee in clause 5.1 will not apply if the transfer is due to company relocation provided through utility bills and a letter from employer.
- 5.5 See also clause 8.8.

6. Terminating your Membership

- 6.1 The table in clause 1.3 shows the notice period required for each contract type a term of membership that needs to be served. If you wish to give your termination any given calendar month then you must give such notice on or prior to the 4th month. Any notice given after the 4th of a calendar month shall be deemed to have been given on the 1st of the following calendar month and the notice period shall apply. The membership will continue beyond the minimum period unless and until the period has been provided to the club.
- 6.2 In all cases payment for the notice period is due and will continue to be made or as agreed hereunder.
- 6.3 If you need to end your membership before its contracted minimum period you:
 - a. You cannot use the club due to pregnancy or serious illness or injury which continues beyond an approved membership suspension. You must provide reasonable evidence such as a doctor's certificate or hospital letter.
 - b. You are made redundant or lose your job and it continues beyond an approved membership suspension. You must provide reasonable evidence such as proof that you have received Jobseeker's Allowance.
 - c. You relocate beyond what could be considered a reasonable distance for you to use the club (assessed against the journey time of other members). You must provide reasonable evidence such as a solicitor's letter or rental payments.
 - d. In these instances we will first revert your membership to a Lifestyle or Impact Type in that order if the other contract type is not available on your category of membership. We will then apply the charges that would otherwise have been due, had you originally joined. If that does not reduce the sum otherwise payable to terminate then we will increase the sum due under your contract by 7% to reflect the fact that we will be receiving its normal due date.
- 6.4 A cancellation request must be received by the Club in writing from you or through you of the Membership Amendment Request form in club. The Club will accept and confirm, in writing, the permitted date of your membership termination on notice periods given in the above table. Membership termination will only be confirmed if you receive this written confirmation from the Club. If you do not receive a written response to your request, within 5 working days, please check with them that your notice was actioned.
- 6.5 The company may expel a member if, in the reasonable opinion of the company, the member causes serious or repeated annoyance, or nuisance to any Roko staff, or other members, or brings the character of the Club into disrepute or flouts these rules.

7. Limitation of Liability

- 7.1 We will compensate you for any loss or damage you may suffer if we fail to fulfil our obligations under this Agreement or to a reasonable standard or breach any duty imposed on us by law (including if we cause the death or personal injury to you by our negligence or if the loss or damage is attributable to: your own fault or a third party negligence or provision of services under this Agreement or; events which neither we nor our insurers have foreseen or forestalled even if we had taken all reasonable care.
- 7.2 Our liability to compensate you for any loss or damage (in the case of loss or personal injury) is limited to a reasonable amount having regard to the circumstances and whether the damage was due to a negligent act or omission by us.

8. General Terms

- 8.1 You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of the facilities and your conduct. We may make changes to these rules at any time provided we give you advance notice of such changes by displaying the rules on a Club noticeboard. If we make a significant permanent change to opening hours or facilities available you may cancel your agreement with effect from the date of the change. You must give notice of cancellation within one month of publication of the change. If you do not give such notice of cancellation within one month of publication of the change you shall be deemed to have agreed and accepted to the changes and therefore you shall remain a member of the Club. Please be aware this clause 8.1 does not cover any significant change to the Club hours or facilities as a result of a public health emergency or other such circumstances. Please see clause 4.4 for your rights in such circumstances. We will refund the fees paid for the period since the change was in force.
- 8.2 The Club will allow you and your guests to use the facilities, provided that you are a member of staff if you are in any way unfamiliar with a particular piece of equipment or exercise. Furthermore you will undertake to consult staff on an ongoing basis to ensure the safe use of the Club facilities and equipment.
- 8.3 We may assign the benefit of this agreement and our rights thereunder to a third party at our discretion.
- 8.4 In the event of a change in ownership of the Club your PARQ and workout data will remain with the club, remaining confidential.
- 8.5 You agree to advise us immediately of any change to the Members details overleaf.
- 8.6 This agreement is governed by English Law.
- 8.7 In the event that a single term, condition or rule of membership is found to be unlawful under all other terms, conditions and rules shall remain unaffected.
- 8.8 Your right to change, suspend or transfer your membership is waived if you do not make payment in accordance with the terms set out in this agreement and your account remains in arrears. The Club may, at its discretion, reinstate any of these rights in the event that you rectify to the Clubs satisfaction.

IMPORTANT - USE OF YOUR INFORMATION

We will use your personal data to contact you regarding your membership. We will contact you regarding other Roko products and services we offer but require your consent to do so by Opt In. You can Opt Out at any point from our marketing communications by clicking the link in the email. We may also use your personal data for security purposes. In the event that you opt out of our marketing communications, we will still use your personal data for security purposes. We will also use your personal data to pass your membership details to a third party company, for collection under clause 2.1. We will pass your membership details to that company and provide a copy of any documents completed, if requested to do so. The third party company may search your personal data for security purposes. They will add to their record about you details of any such searches and those with whom you are linked financially may be used to make credit decisions and other members of your household. These records will be shared with other companies and used by them to:

- Verify your identity if you and/or other members of your household apply for credit, including insurance applications and claims.
- Make credit decisions about you and other members of your household.
- Trace debtors, recover debts, prevent money laundering and fraud and other financial purposes.

In the event we have to resort to instructing a third party company to contact you, we will have a legal right to have details of any credit reference agency that company may have used. You may request that company to supply such details.