

TERMS & CONDITIONS OF MEMBERSHIP

1Life 2017/18

PART 1

1. DEFINITIONS

IN THESE CONDITIONS unless there is anything in the context inconsistent with them the following expressions shall have the following meanings:

"Advanced" means a Member who has purchased an Advanced Membership as indicated on the Application Form;

"Agreement" means the agreement between the Company and the Member on these conditions (including the Application Form) as may be amended from time to time in accordance with its terms;

"Applicant" means anyone who completes an Application Form in accordance with Part 2;

"Application" means an application made pursuant to an Application Form;

"Application Form" means the application form in the form online or hard copy comprising of part of the Agreement;

"Centre" means the fitness centre indicated on the Application Form to which the Member is given Rights pursuant to the Agreement;

"Company" means 1Life Management Solutions Limited (company number 2566586) or authorised third party agents;

"Consents" means all necessary consents, permissions and licenses required for the use of the Centre and/or regulating its use;

"Contract" means a Member who has purchased a Contract Membership as indicated on the Application Form;

"Earliest End Date" means the earliest end date indicated on the Application Form in the case of Advanced and Contract Memberships; "Fees" means any fees payable by the Member pursuant to the Agreement and indicated on the Application Form and including for the avoidance of doubt any Start Up Fee;

"Force Majeure" means any cause affecting the ability of the Company to provide the Rights arising from or attributable to any other acts, events, omissions, incidents or accidents beyond the reasonable control of the Company;

"Member" shall mean an Applicant who has submitted an Application Form and been accepted as a member and "Members" shall have a corresponding meaning;

"Membership" means membership pursuant to an Agreement;

"Membership Card" means such form of documentary evidence of Membership as the Company shall from time to time provide to Members;

"Membership Category" means the categories of Membership indicated on an Application Form;

"Membership Class" means the classes of Membership indicated on the Application Form;

"Membership Period" means the period during which the Member is entitled to exercise the Rights in accordance with the terms of the Agreement;

"Membership Start Date" means the membership start date indicated on the Application Form;

"Membership Type" means the types of Membership listed in Part 3;

"Contract" means a Member who has purchased a Contract Membership as indicated on the Application Form or Online Form

"Payment Terms" means the frequency and dates of payment of Fees as indicated on the Application Form;

"Permitted Hours" means:-

- such periods during which the Centre remains open; or
- such periods during which the Member shall be entitled to use the Centre by virtue of the Membership Class of the Member provided that the Permitted Hours shall not in any event exceed the hours permitted for the use of the Centre by Relevant Legislation and/or Consents relating to the Centre;

"Regulations" means any regulations imposed by a third party having the appropriate authority to do so from time to time in respect of the use of the Centre including without limitation any Relevant Legislation; "Relevant Legislation" means any Act of Parliament and an European Community Legislation or decree or any other legislation or decree having effect of law of the United Kingdom and reference to "Relevant Legislation" shall include any statutory modification or re-enactment for the time being of any enactment and any orders or regulations permissions or directions made or issued under it or any enactment replaced by it or deriving validity from it;

"Rights" means the rights set out in Part 4;

"Start Up Fee" means the administration fee or any joining fee indicated on the Application Form; and

"VAT" means Value Added Tax or any other tax for the time being replacing the same.

PART 2

2. APPLICATION PROCEDURES & CONDITIONS

- By signing the Application Form the Applicant applies for the Rights indicated on the Application Form upon and subject to the terms and conditions of the Agreement.
- For the purposes of the Application:
 - 2.2.1. the Applicant authorises the Company to use the information provided in the Application Form to ascertain the credit-worthiness of the Applicant (including but not limited to making a credit scoring application to a credit reference agency, bank account check) and to deliver that information to the Company's bankers or authorised third party agents;
 - 2.2.2. the Applicant agrees that he or she shall disclose to the Company or its bankers or other third party agent authorised by the Company in writing such information as the Company or its bankers or other authorised third party agents may request (and if the Applicant fails to disclose such information promptly the Company may reject the Application);
 - 2.2.3. the Applicant declares that all the information given in the Application Form and otherwise disclosed for the purpose of the Application is true and correct; and
 - 2.2.4. the Applicant authorises the Company to deliver all or any of the information in the Application Form and otherwise disclosed for the purpose of the Application or the Company may assign, transfer or license its interest in the Agreement and/or the Centre.
- The Company will consider and notify the Applicant as soon as reasonably practicable after receipt of the completed Application Form whether or not it accepts an Application. The Company may accept or reject applications in its absolute discretion. If the Company does not accept an Application, the Company will retain any Start Up Fee paid by the Applicant to cover the costs of processing the Application.
- The Applicant agrees to be bound by the terms of the Application and the terms and conditions of the Agreement.
- The Applicant acknowledges that the Applicant has not been induced to make the Application by any promise, statement or representation inconsistent with or contrary to the Application and/or the Agreement and that the Application Form and the Agreement constitute the entire

PART 3

3. MEMBERSHIP TYPES

In addition to the rights and obligations listed elsewhere in these terms and conditions the following Memberships are subject to the following additional rights and obligations:

- Advanced
 - 3.1.1. Advanced Memberships run from the Membership Start Date to the Earliest End Date detailed on the Application Form.
 - 3.1.2. Advanced Members must pay all Fees on or before the Membership Start Date and no refunds of Fees are payable on termination or cancellation of an Advanced Membership.
 - 3.1.3. Fees must be paid as set out in Part 6.
 - 3.1.4. Advanced Membership expires on the Earliest Date. Any Member who wishes to continue using the Centre must complete a new Application Form and (where relevant) may be required to pay a Start Up Fee.
- Contract
 - 3.2.1. Fees must be paid as set out in Part 6
 - 3.2.2. Following the Earliest End Date of Contract Membership, they automatically convert to a membership which runs month to month, which is renewed automatically on a monthly basis.
 - 3.2.3. Members may change their Membership Type by giving the Company at least one month's written notice and the change will be effective on the last day of the calendar month following the month in which notice is given.
 - 3.2.4. Member will be required to pay all Fees

PART 4

4. RIGHTS

- On acceptance of an Application an Applicant shall be deemed a Member and as such, the Member and the Company shall be bound by the terms and conditions of the Agreement (including the Application Form) which shall be legally binding for the duration of the Membership Period.
- The Company shall, subject to and in return for the payment of the Fees by the Member pursuant to Part 5, and subject to these conditions use its reasonable endeavours to make available to the Member the right to use the Centre during the Permitted Hours.

PART 5

5. TERMS

- Fees
 - 5.1.1. If a Member is required to pay a Start Up Fee this will be confirmed on the Application Form. Start Up Fees are paid to the Company to cover the time and expense incurred in processing an Application and are not refundable in any circumstances. If a Member ends the Agreement for any reason and wishes to re-join, the Member will be required to pay an additional Start Up Fee.
 - 5.1.2. If a Contract Member joins in the middle of a calendar month, the Member will be required to pay pro-rata Fees for that month & usage may not be permitted until such fees are paid
 - 5.1.3. Fees are payable without deduction or set off of any kind, strictly in accordance with the Payment Terms.
 - 5.1.4. If the Company is unable to collect Fees for any reason the Company reserves the right to refuse entry to the Centre until all arrears of Fees and any other sums payable under the Agreement are paid in full by the Member.
 - 5.1.5. In the event that the Member fails to pay we reserve the right to attempt further collection of unpaid fees without notification, together with a fee to cover the reasonable administration expenses incurred by The Company or its authorised third party agent.
 - 5.1.6. Fees are payable to the Company whether or not the Member exercises the Rights.
 - 5.1.7. All Fees are inclusive of VAT. In the event of any change to the rate of VAT charged from time to time the Company reserves the right to apply any changes to the Fees at its discretion.
 - 5.1.8. The Company reserves the right to review the Fees and other sums payable by the Member pursuant to the Agreement. Any change in Fees will be notified to Members no less than fourteen working days from the date any variation is to take effect. In no circumstances will any variation take effect retrospectively.
 - 5.1.9 Unless specified on the application form the membership covers the use of the Centre stated
 - 5.1.10 The usage of facilities and services at the Centre(s) specified on the Application Form and is in accordance with the Permitted Hours the Centre(s) is open and advertised programmes. Members will be charged extra for activities not included within Membership.

PART 6

6. METHODS OF PAYMENT

- Advanced Membership
Payment of Fees for Advanced Membership must be made in full on or before the Membership Start Date.
- Date.
Contract Memberships Payment of Fees for Contract Memberships must be made monthly by direct debit. Payments and related communications will be managed by The Company and authorised third party agents.

PART 7

7. MEMBERSHIP CARD

- Members will be issued with a Membership Card.
- All Membership Cards remain the property of the Company and must be returned to the Company when Membership ends for any reason.
- Membership Cards must be presented to Centre staff on reception on each visit to the Centre. If Membership Cards cannot be produced for any reason Members will only be permitted to access the Centre and exercise the Rights if they provided reasonably acceptable proof of identity.
- Lost Membership Cards must be reported to the Company immediately. The Company reserves the right to charge a reasonable fee for replacement of a Membership Card.

PART 8

8. AT HOME MEMBERS

- Where a Contract Member suffers illness injury or pregnancy the following provisions of this condition 8 apply at the absolute discretion of the Company.
- A Member must give at least one month's written notice to expire at the end of the month following the month in which notice is given, of their wish to be considered for At Home Membership. An application must be accompanied by a letter from the Member's doctor or other acceptable evidence. At Home Memberships can run for one or more complete calendar months up to a maximum of six months during a Membership Period.
- An At Home Membership effectively suspends the Membership Period. The Earliest End Date of such Contract Memberships shall be extended to take account of periods of an At Home Membership and the member will be charged a fee per month by The Company or authorised third party agent.

- 8.5. At Home Memberships will only be considered by the Company where there are no arrears of Fees and the Member has complied strictly with Payment Terms.
- 8.6. During any period of At Home Membership Members will not be permitted to use the Centre and Members are subject to the Terms and Conditions of Membership.
- 8.7. At Home Memberships are not available to any Member who has already given notice of

PART 9

10. VALUABLES

Valuables and personal effects are entirely at Members' risk at all times when the Member is in the Centre and whether or not they are locked in any lockers provided at the Centre.

PART 10

11. EQUIPMENT AND OTHER FACILITIES AT THE CENTRE

- 11.1. The Company will use its reasonable endeavours to ensure that all equipment, facilities and services are available at the Centre during the Permitted Hours. The Company does not accept liability for non-availability of equipment, facilities and/or services where such non-availability is beyond the Company's reasonable control. The Company undertakes to use reasonable endeavours to make such equipment, facilities and services available as soon as reasonably possible.
- 11.2. The Company provides induction classes explaining to Members how to use each item of equipment safely and properly. The Company recommends all new Members undertake an induction class upon joining and requires all Members to agree to a Health Commitment Statement, by ticking the online box or hard copy version made available at point of sale.
- 11.3. Members may elect not to participate in an induction class and will be required to sign a waiver.
- 11.4. Whether or not any Member has undertaken an induction class if a Member is uncertain how to use equipment in a safe and proper manner, Members should ask a member of staff on duty for proper instruction or not use equipment unless and until they are satisfied they are competent to do so.
- 11.5. Members should always use equipment and facilities in a safe manner without causing risk of injury to the Member or other Members or in a manner likely to damage the equipment.
- 11.6. In the event of a closure of facilities, The Company is under no obligation to refund or suspend Membership, where closure is extended, The Company may reduce or suspend Membership.
- 11.7. The Company reserves the right to refuse any Member access to the Centre and/or suspend Membership at any time if the Member acts in a way that:
- 11.7.1. may cause offence or distress to others;
 - 11.7.2. may cause any risk of harm or damage; or
 - 11.7.3. may cause any risk to the health of the Member or any other Member
 - 11.7.4. means the Member is in breach of part 12

PART 11

12. BOOKINGS

- 12.1. Members are advised to book at reception, by telephone or on-line for fitness and other classes and sessions.
- 12.2. Members must give 24 hours' notice if they are unable to attend any class or session. The Company reserves the right in its absolute discretion to charge in full any fee payable for any class or session where the Member has not cancelled the class or session in accordance with this condition 11.

PART 12

13. OBLIGATIONS OF THE MEMBER

The Member shall:

- 13.1. comply with all rules and regulations made by the Company in connection with the Centre as published in the reception area of the Centre from time to time and must comply with all applicable Regulations and all Relevant Legislation in exercising the Rights;
- 13.2. not to do anything which may cause a nuisance or annoyance to the Company, the Centre or to any other Members in the exercise of the Rights, as determined in the absolute discretion of The Company;
- 13.3. Make all payments due by the Member to the Company under the Agreement on the due date and pay any interest and administration fees that may be chargeable by the Company;
- 13.4. Only use the Centre during Permitted Hours;
- 13.5. not cause any damage to any part of the Centre or any fixtures, fittings, furnishings or equipment contained therein and indemnify the Company for the costs of any damage which is so caused by the Member;
- 13.6. not to allow any litter to be deposited on any part of the Centre;
- 13.7. at all times when at the Centre behave in a proper and respectable manner;
- 13.8. notify the Company of any change of address or other contact details of the Member from time to time within 7 days of such change;
- 13.9. indemnify the Company, its officers, employees and representatives against all losses, costs, claims, demands, proceedings or any other liability howsoever incurred by the Company as a result of any breach by a Member of any of the Member's obligations contained in the Agreement or otherwise as a consequence of a Member's negligent act(s) or omission(s); and

- 9.1. in signing the Agreement, warrant that the Member has not, relied upon any written or oral representation made to the Member by the Company, its officers, employees or agents or any descriptions, illustrations or specifications contained in any catalogues and any publicity material provided in respect for the Rights, which the Member acknowledges are intended to convey a general description of the services and facilities offered by the Company.

PART 13

13. THE COMPANY'S OBLIGATIONS

The Company shall:

- 13.1. use all reasonable endeavours to procure that the Rights are made available to the Member in accordance with the terms of the Agreement.
- 13.2. maintain the Centre in good repair and condition and suitable for the exercise of the Rights by the Member; and
- 13.3. provide the Member with all such information as it may reasonably require concerning Membership and the exercise of the Rights by the Member.

PART 14

14. MEMBERS PERSONAL INFORMATION

- 14.1. The Company undertakes to the Member to hold and use all and any information held by the Company in respect of the Member in accordance with the requirements of all Relevant Legislation (including, without limitation, the Data Protection Act 1998).
- 14.2. Without prejudice to clause 14.1 the Company will store for a reasonable time copies of all documents and information provided by the Member as part of their Membership Application. The information stored will include information relating to the physical and well-being of the Member as confirmed by the Member on the pre-activity questionnaire. Information retained by the Company concerning the well-being of the Member will be kept confidential and will not be revealed to anyone else.
- 14.3. The Company may from time to time use personal information to update Members about new services the Company offers. The Company reserves the right to contact the Member by post, e-mail, SMS or MMS. The Member should indicate when completing the Application Form whether or not they wish to receive this information.

PART 15

15. VARIATION

- 15.1. The Company may from time to time vary the terms of the Agreement if it is obliged to do so by any applicable Regulations and/or Relevant Legislation or if it is necessary to do so in the best interests of the Centre and the proper management of the Centre and the Rights (as determined in the absolute discretion of the Company).
- 15.2. Save where it is not lawful or reasonably practicable to do so, variations will only be effective upon giving to the Member no less than fourteen days' notice in writing of such variation.
- 15.3. Any variation to Membership Terms and Conditions, pricing changes or operational updates shall be displayed in Centre, or emailed to Members where practicable and applied to all Members

PART 16

16. LIMITATIONS

- 16.1. The Company shall not be liable to the Member in the event that the Rights are not available for use by reason of an event of Force Majeure or other reason outside the reasonable control of the Company.
- 16.2. The Company shall not be liable to the Member for cancellation of any class or session for any reason whatsoever. The Member acknowledges that all classes and sessions may be organised by parties other than the Company.
- 16.3. Insofar as the Company incurs any liability to the Member (whether for breach of contract, breach of statutory duty, negligence (apart from death or personal injury) or in any other way) and such liability is not excluded by any other term of the Agreement, the Company shall not be liable for any financial or consequential loss incurred by the Member and in all respects the Company's maximum aggregate liability to the Member shall not exceed Fees paid by the Member during the calendar year in which liability is incurred.
- 16.4. The exercise of the Rights including, without limit, entry into and use of the Centre by the Member or (where relevant) their children and dependents will at all times be at the sole risk of the Member (save where the exclusion or restriction of liability is prohibited by Relevant Legislation).
- 16.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other liability that cannot be limited or excluded under English Law.

PART 17

17. NOTICES

Any notice required to be served by either party on the other party pursuant to the Agreement shall be in writing either delivered personally at Centre or on website or sent by email or post. In the case of the Member, notices shall be sent to the address or email address specified on the

Application Form or such other address as may from time to time be notified by the Member to the Company in writing. In the case of the Company or authorised third party agent of the Company, notices from the member should be sent to its registered office (or such other address as has been notified by the Company to the Member in writing). Any such notice shall be deemed properly served two days after the date of posting in the case of personal delivery or posting notices.

PART 18

18. CANCELLATION

- 18.1. A Member may cancel their Membership for any reason within 14 days giving no less than 1 month's notice of completion of the Agreement provided that the Member had not exercised the Rights during this period and in accordance with part 17.
- 18.2. In the event of Cancellation pursuant to condition 18.1 the Company will retain the Start Up Fee to cover the costs incurred in processing the Membership Application. All other Fees will be refunded to the Member.
- 18.3. In the case of existing Members, it is the Members responsibility to cancel the Membership Agreement, cancel the Direct Debit instruction and pay any outstanding Fees. Members may cancel Membership by completing the online form at www.1Life.co.uk/memberadmin or in writing to the Centre as stated on the Members Application Form
- 18.4. Cancellation will not be effective via telephone or in person at the Centre as stated on the Members Application Form
- 18.5. Advance Members will not receive any refunds of Fees on cancellation under any circumstances.
- 18.6. Once cancellation has been received Membership will end at the end of the month following the month in which notice is given unless longer notice is provided.
- 18.7. In the case of a Contract Member who has added a secondary Member on to the Membership Agreement, should the Contract member cancel, the secondary member will be converted to the primary Contract Member.

PART 19

19. TERMINATION

- 19.1. The Company is entitled to terminate Membership if:
- 19.1.1. the Member commits a serious or repeated breach of the Agreement which, if capable of remedy is not remedied within 7 days of being notified of the breach;
 - 19.1.2. any Fee remains unpaid for 30 days;
 - 19.1.3. the Member provides the Company any information in the Application Form which, had the Company known the information to be false, or this would have reasonably affected its decision to offer or continue to offer Membership.

PART 20

20. CONSEQUENCES OF TERMINATION

On Termination:

- 20.1. the Company shall be entitled to retain any Fees payable in advance to cover costs incurred in Termination; and
- 20.2. the Company shall be entitled to recover from the Member (by Court action if necessary) all losses suffered by the Company as a result of

PART 21

21. THIRD PARTY RIGHTS

No third party including for the avoidance of doubt any child or dependent of a Family Member shall have any rights under the

PART 22

22. GENERAL TERMS & EXECUTION

- 22.1. The Company and the Member warrant to each other that they have the necessary power and authority to execute, deliver and perform the Agreement and become bound by it.
- 22.2. Each of the provisions of the Agreement shall be separate and severable. Should any provisions be held by a court of competent jurisdiction to be invalid or unenforceable it shall be severed from the Agreement and the remaining provisions of this Agreement shall continue in full force and effect.
- 22.3. No waiver by a party of any breach or default by any other party of the Agreement is effective unless reduced to writing and signed by the party making such waiver in addition to which any such waiver does not constitute a waiver of any other continuing breach or default under this Agreement.
- 22.4. Nothing in or arising out of the Agreement is to be taken as constituting a partnership, joint venture or agency between the parties.
- 22.5. Any failure by the Company to enforce any of its right at any time and for any reason shall not be deemed a waiver by the Company of its rights under the Agreement.
- 22.6. The Company may assign or transfer the Agreement without the consent of the Member provided that the Member's rights under the Agreement and the Member's statutory rights shall not be prejudiced or affected by such transfer.
- 22.7. The Agreement is subject to English Law.