
CITYBOXER LTD GYM TERMS AND CONDITIONS

IMPORTANT

Please note that Cityboxer Limited only offers **MINIMUM TERM CONTRACTS.** By entering in to a Contract with Cityboxer Limited you 'accept' that are entering in to a **MINIMUM TERM CONTRACT** and will be liable for the remainder of the contract, irrespective of reasons as to whether or not you continue to use, or are able to use, the facility prior to the expiry of the minimum term and/or whether the Contract is terminated by Cityboxer. The Contract only becomes a 'Rolling Contract' at the expiry of the minimum term.

Please also note that you may **NOT** sell transfer, charge or assign the benefit of the Contract.

Pricing Structure

There are five Membership options:

1. 12 Month contract at a cost of £900.00 per year.
2. 6 Month contract at a cost of £654.00 per 6 months.
3. Month contract at a cost of £450.00 per 3 months.
4. 1 Month contract at a cost of £220.00
5. 1 week contract at a cost of £100.00

Cityboxer offer, at their sole discretion, an option whereby a Member can pay their Membership fees monthly by Direct Debit. Please note that there are costs implications in addition to the remainder of the contract sum for failing to honour the minimum term agreed to.

I understand and accept that this is a Minimum Term Contract and that I am liable for the whole of the Minimum Contractual Term.

Sign.....

Print Name.....

Date.....

CITYBOXER LTD GYM TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the use of the facilities and services provided by Cityboxer Ltd, a company whose registered office is at The Ring Boxing club, 70 Ewer Street, London SE1 0NR, by members and other users thereof.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Gym”	means Cityboxer Ltd and reference to the Gym shall include reference to any and all facilities and services provided thereby and all staff thereof;
“Members”	means members of the Gym;
“Membership”	means a membership of the Gym;
“Membership Fees”	means the fee(s) due for Membership;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions; and

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Membership

2.1 In order to use the Gym an active Membership is required, (unless visiting as a guest in which case the guest must be accompanied by a Member and may only use the Gym up to twice within a period of 12 months).

2.2 Members will be provided with membership cards at the start of their Membership. No entry to the Gym or the use of its facilities will be permitted without a valid membership card. In the event that a membership card is lost, a charge of £10 shall be payable for a replacement.

3. Membership Fees and Payments

- 3.1 Membership Fees are payable immediately upon inception of the Contract, except where Cityboxer have agreed to a repayment method by way of monthly Direct Debit.
- 3.2 Membership Fees may be paid using the following methods:
 - 3.2.1 Direct Debit;
 - 3.2.2 Credit Card (Minimum 6 months in advance).
- 3.3 If Membership Fees are paid by Direct Debit and a Member wishes to change their bank or the account used to pay, the Member must inform the Gym of the new bank details and the date on which they wish the change to take effect.
- 3.4 The minimum number of Membership Fee payments required shall be for the term of the applicable Membership option i.e 6 or 12.
- 3.5 Failure to make timely payment of Membership Fees shall result in a late payment charge of £25.
- 3.6 Failure to make any timely contractually due payment results in the remainder of the Minimum Term contractual obligations becoming due and payable immediately.
- 3.7 Where CityBoxer have agreed, at their sole discretion, to allow payments to be made by Direct Debit and any such payment is not made in a timely manner (for whatever reason) then the Member provides their express authority for CityBoxer to redeem the balance of the Minimum Term contractual sum from the Members nominated bank.
- 3.8 Members may be denied access to the Gym whilst any Membership Fees or other sums due remain outstanding.
- 3.9 A £10 administration charge will be imposed in respect of each and every piece of correspondence sent in pursuing outstanding Membership Fees.
- 3.10 In the event that Membership Fees remain unpaid for a period of more than 28 days, the Gym may refer the debt to a third party to obtain recovery.
- 3.11 The Gym will pay an initial sum of £75.00 to the third party entity to pursue recovery. This fee is recoverable from the Member.
- 3.12 In the event that fees continue to remain outstanding, County Court proceedings will be issued against the Member in default. Judgment will be obtained for the outstanding debt, Court Fees, third party fees referred to in 3.9, fees for the remainder of the contract together with any further incidental fees incurred. Statutory interest at 8% will also be included.
- 3.13 Memberships may be cancelled [save for a 1x (one) week Membership] at any time within the first 14 (fourteen) days from the date of the signed Membership Agreement.
- 3.14 If a 1x (one) month rolling contract is cancelled within the first 14 days, then the whole of that months Membership Fee is payable to take into account use of the Gym and administration costs.
- 3.15 If a minimum 6 (six) or 12 (twelve) month Membership contract is cancelled within the first 14 days, then this contract will automatically revert to a 1x (one)

month rolling contract and a Minimum fee will be payable as described in Clause 3.14.

- 3.16 If the Membership has been cancelled within the first 14 days and Fees paid at the inception of the contract exceed the amount representing a 1x (one) months rolling contract, then any surplus, if due, will be returned to the Member within 14 days.

4. Price Rise

Membership will be subject to an annual change to reflect inflation. If you pay by Direct Debit your ongoing monthly payment will increase by an inflationary amount, every year, on the anniversary of your Membership commencement date. You will be notified of any change by us by email, SMS or letter.

5. Personal Trainers

- 5.1 All of our trainers are self employed individuals who pay 'site rental fees' to carry out their personal training activities with Cityboxer Members.
- 5.2 Part of the fee paid for personal training sessions relate to 'site rental fees'.
- 5.3 Site rental fees are paid for in advance and at the time of the booking.
- 5.4 Cityboxer draw down the 'site rental fee' from all pre-paid payments and are non-refundable.
- 5.5 A 'site rental fee' is immediately deducted from each 'individual' personal training session that is purchased, irrespective of when the sessions are eventually booked. For example, if 5 sessions are purchased then 5 x 'site rental fees' are drawn down immediately and are non-refundable.
- 5.6 Site rental fees are not transferable.
- 5.7 Cityboxer have a strict 24 hour 'notice of cancellation' policy. The member agrees that failure to cancel a pre-booked Personal training session within the cancellation period (24 hours) then they forfeit that fee in its entirety.
- 5.8 The Member agrees by signing this Agreement that they acknowledge that any pre-paid fee to a Personal Trainer is a contractual obligation between themselves and the personal trainer and do not hold Cityboxer liable in the event of any subsequent dispute.

6 Lockers

Lockers that are not hired may be emptied every night and any contents found within will be stored for a period of 48 hours and will be deemed as lost property. After 48 hours, the property will be disposed of if not claimed.

7 Gym Rules

- i. All Members shall abide by the Membership Rules at all times when using the Gym. Failure to do so may result in the suspension or termination of Membership.
- ii. Members are responsible for their own state of health, physical condition and wellbeing at all times.
- iii. Members may only use the equipment and facilities provided by the Gym in the correct manner and must not use the same in any manner which constitutes a health and safety risk either to themselves or to others.
- iv. Members should not attempt to use any equipment or facilities until they have been instructed in the correct use of the same by a suitably qualified instructor.
- v. If a Member has any medical condition or is taking any medication which may affect their ability to exercise or use any equipment or facilities provided by the Gym in any way, they must inform the Gym of the same and act in accordance with any instructions provided as a result.
- vi. Members are required to carry a towel with them when using the Gym and should wipe down equipment after use.
- vii. Members should not use the Gym when under the influence of alcohol or illegal drugs.
- viii. Members should not use the Gym immediately following a heavy meal.
- ix. Members should dress appropriately when using the Gym. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided or in the changing areas.
- x. No animals are allowed in the Gym with the exception of guide dogs. If a Member requires the use of a guide dog, the Member should inform the Gym of the same when applying for Membership.
- xi. No smoking is permitted inside the Gym.
- xii. You will not under any circumstances abuse the facilities or equipment of any Club employee or any other member and you agree to pay for any damage to our property.
- xiii. When a member brings a guest into the Club, the member will be fully liable and responsible for the actions and behaviour of that guest.

8 Equipment and Facilities

- i. All equipment is inspected and tested on a daily basis. Maintenance is carried out on a daily basis or as required.
- ii. If a Member becomes aware of any damaged or defective equipment they should immediately cease using such equipment and inform a member of staff.
- iii. Equipment may be withdrawn at any time and for any reason including, but not limited to, maintenance, repair and alteration.
- iv. Equipment and facilities are available on a first-come-first-served basis subject to any agreement to the contrary with the Gym (the Gym may give priority to disabled users, for example).

9 Car Parking Facilities

- i. Car parking facilities are not provided.
- ii. The Gym accepts no liability for any loss or damage which may result from a Member parking within the vicinity of the club. All such use is at Members' own risk.

10 Classes

- i. All classes and similar events provided by the Gym are allocated on a first-come-first-served basis.
- ii. If a class requires the payment of an additional fee over and above the Membership Fee, this must be paid at the time of booking.
- iii. If a class requires specific clothing, footwear, or other items which Members must provide, details of the class will specify such requirements. Members who fail to comply with such requirements may not be permitted to participate in the class.
- iv. If a class involves a warm-up session, Members arriving after the warm-up session has begun will not be permitted to participate in the class for health and safety reasons.

11 Limitation of Liability

- 10.1 To the fullest extent permissible by law, the Gym's liability for any loss or damage suffered by Members shall be limited to that which arises out of the negligence of the Gym's employees, sub-contractors or agents.
- 10.2 We shall not be liable for any Services offered by any third parties including Personal Trainers who are self-employed.
- 10.3 Nothing in these Conditions limits or excludes our liability:
 - (i) For death or personal injury resulting from negligence.
 - (ii) For any damage or liability you incur as a result of fraud or fraudulent

misrepresentation.

(iii) To pay reasonable compensation should you suffer loss or damage caused by our negligence.

10.5 Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.6 Subject to the other provisions of this clause, our total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the charges that you have paid to us in the 12 month period preceding the date of the act or omission query giving rise to the claim.

9.7 We will not be liable for any loss, damage or theft of any property brought onto the Gym premises either secured or not secured in a locker.

9.8 We reserve the right to change minor points of the Contract. This will not change your statutory rights.

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

11. Termination By Us

10.1 Without prejudice to any other rights or remedies which the parties may have, we may terminate the Contract immediately on giving notice to you:

- (i) If you fail to pay any amount due under the Contract on the due date for payment and such sum remains in default not less than 28 days after you being notified in writing to make such payment.
- (ii) If you commit a material breach of the Contract or Gym Rules as referred to in Clause 6.
- (iii) For any other reason that we consider in our absolute discretion warrants termination of the Contract which may be immediate in which case any payment made for the month shall be refunded but not otherwise.

12. Termination By You

12.1 You may cancel your Contract on one month's notice at any time after the minimum term, but your notice shall only take effect on the first day of the month following our receipt of your request to cancel during which time you shall be able to continue to use the Services.

12.2 If you wish to cancel the Contract you must give us notice by:

- (i) Sending written notice of your cancellation request to the Company Address.
- (ii) Cancelling your Direct Debit does not constitute cancellation of your Contract.
- (iii) We are entitled to retain any Membership Fees where you have not followed the correct cancellation process.

13. General

- 13.1 The Member's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
- 13.2 The Gym may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform Members as soon as is reasonably possible of any such changes.
- 13.3 We shall have no liability to you under the contract if we are prevented from, or delayed in performing our obligations under the Contract, or carrying out our business by acts, events, omissions or accidents beyond our reasonable control.
- 13.4 We may sell, transfer, charge or assign the benefit of the Contract at any time.
- 13.5 We shall have no liability to you under the Contract if we are prevented from, or delayed in performing our obligations under the Contract or from carrying out our business by acts, omissions or accidents beyond our reasonable control.
- 13.6 It is the responsibility of the Member to ensure that payments cease to be made at the end of a minimum term contract.
- 13.7 If payments are received at the end of a minimum term contract (and no formal termination notice has been received in conjunction with Clause 11), then those fees will be deemed to be an 'extension to the minimum term' and will not be refundable.
- 13.8 If payments have been received in accordance with clause 11.3.7 then the contract will continue on the basis of a 'rolling contract' and will only cease when those payments cease.
- 13.9 Where a valid notice of termination has been provided by either party in conjunction with Clause 11, yet payments continue to be made erroneously, there will be a £25 administration fee for returning any overpaid monies to the Member.

14 Data Protection

The Gym will not share Members' personal data with any third parties for any reasons without the prior consent of the Member concerned. Such data will only be collected, processed and held in accordance with the Gym's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

15 No Waiver

No failure by the Gym to enforce any provision in these Terms and Conditions shall

constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

16 Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17 Law and Jurisdiction

17.4.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.4.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Name.....

Signature.....

Date.....