

# FITNESS QUARTER - TERMS & CONDITIONS OF MEMBERSHIP

Welcome to your Fitness Quarter membership. Your membership is governed by these terms and conditions (the "Terms"). Please read these Terms carefully before you become a member, as they outline your and our legal rights and contain important information about our contract with you.

If you have any questions, please contact us at reception@fitnessquarter.co.uk before confirming your membership. By completing the sign-up process, you accept these Terms. If you do not agree to these Terms, you should not complete the sign-up process or use our services in any manner. Continued access and use of our gym constitutes acceptance of these Terms.

References to 'we,' 'our,' or 'us' refer to Fitness Quarter. References to 'you' or 'your' refer to the Member.

# 1. ABOUT US

We are Fitness Quarter LLP, a company registered in England and Wales. Our company number is OC45030. Our registered office is at 5 The Avenue, Llandaff, Cardiff, CF5 2LP. For any queries about your membership, please contact us at:

#### reception@fitnessquarter.co.uk

#### 2. DEFINITIONS

- **Access:** Entry to the gym via mobile phone device (NFC). Memberships and associated devices must not be shared.
- **Card Payment:** The payment agreement with your bank for Monthly Fees.
- **Fixed Member:** A member with a fixed-term 6-month agreement.

- **Monthly Member:** A member with a rolling monthly contract.
- Joining Fee: A one-off fee payable upon sign-up.
- **Rules:** Gym rules displayed within the facility.

#### **3. ACCESS**

Access to the gym is via mobile phone device (NFC). Memberships and associated devices must not be shared. If a member is found to have shared their access with another person, this will be considered a serious breach of these Terms and may result in immediate suspension or permanent banning from Fitness Quarter.

#### 4. JOINING

Membership can be completed online or at the facility. All details provided must be accurate. You must select either Fixed Member or Monthly Member at sign-up. Promotional Codes must be applied during sign-up. During the sign-up process, members are required to agree to these Terms and Conditions and complete a waiver form. Membership cannot be activated without acceptance of both.

Membership starts immediately upon receiving a confirmation email and Access Code. We reserve the right to refuse or cancel membership if false information is provided.

#### **5. PAYMENT**

Fixed Members pay the Joining Fee and the first Monthly Fee upfront, committing to the fixed term. Monthly Members pay the Joining Fee and the first Monthly Fee upfront, with a rolling monthly payment thereafter. If a payment is missed, a £20 administration fee will apply. We reserve the right to increase the Monthly Fee with one month's notice. Members can cancel within this period.



### **5.1 PAYMENTS - DIRECT DEBIT**

If you choose to pay by Direct Debit, you agree to maintain an active DD mandate for the duration of your membership. Cancelling your Direct Debit without providing the required 30 days' written notice to reception@ fitnessquarter.co.uk will be considered a breach of these Terms.

If a DD is cancelled without notice, we reserve the right to recover any outstanding fees, deny access to the gym, or suspend your membership until the account is settled. This applies regardless of whether the DD was cancelled with your bank directly.

#### **6. MEMBERSHIP FREEZE**

Membership can be frozen for a minimum of 1 month and a maximum of 3 months with 14 days' notice. A reduced fee applies during the Freeze Period. Freezing your membership does not count toward the number of contractual months in your Fixed Term Agreement.

# 7. CONTRACT COMPLETION AND ROLLING MEMBERSHIPS

At the end of a 6-month Fixed Membership contract, your membership will automatically move into a rolling monthly contract. Once in a rolling contract, members must provide 30 days' notice via email to cancel their membership.

# 8. CANCELLATION

Cancellations must be made by emailing reception@fitnessquarter.co.uk. No other method of cancellation is accepted. Monthly Members must provide 30 days' notice to cancel their membership. If you join on the 1st of the month and give notice to cancel on the same day (1st), your final day of membership will be the end of that month and you will not be charged for the following month. However, if you give notice on any day after the 1st, your 30-day notice period will carry into the following month, and you will be charged accordingly. During this period, you will retain full access to the gym until the end of your notice period. Fixed Members may cancel within the Fixed Member Period only for the following reasons: relocation (over 15 miles away), long-term illness/injury, redundancy, pregnancy, or within 30 days of a price increase notice.

At the end of any 6-month Fixed Membership contract, your membership will automatically move into a rolling monthly contract. Once this happens, 30 days' notice must be provided via email to cancel.

#### 8.2 CANCELLING DIRECT DEBIT DOES NOT CANCEL MEMBERSHIP

Cancelling a Direct Debit does not constitute a valid membership cancellation. The only accepted cancellation method is by emailing reception@fitnessquarter.co.uk with 30 days' notice. Members remain liable for fees during the notice period, even if their Direct Debit is cancelled during that time.

#### 9. TERMINATION BY US

We may terminate membership immediately for breach of Rules, false Health Declarations, or unauthorised access.

#### **10. LIMITS OF RESPONSIBILITY**

We are not responsible for losses due to misuse of facilities or events beyond our control. Liability for death or personal injury caused by negligence is not limited.

#### **11. GENERAL TERMS**

These Terms are governed by English law, and disputes will be handled by English courts. We may assign or transfer the benefit or burden of this Contract without prior notice.

By becoming a member, you accept these Terms and agree to comply with the Rules and Health Declaration. If you have any questions, please contact us at:

reception@fitnessquarter.co.uk.

--- END OF TERMS ---

