



THREE SIXTY FITNESS TERMS AND CONDITIONS

1. Definitions
 - 1.1 The Club: Three Sixty Fitness
2. Membership
 - 2.1 By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership
 - 2.2 You will be permitted to use the Club Facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable by the Club
3. Duration
 - 3.1 When you join the Club, you are agreeing to pay the membership monthly, (unless you have a prepaid membership) and your membership will continue until such time that you terminate your membership in accordance with 7 (a). If you choose to join the Club by paying your commitment fee in advance, your membership will terminate on expiry of the commitment period
4. Fees

The club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that you will be provided with 30 days written notice. The following fees will prevail:

 - 4.1 Membership fee; the level of membership fees shall be determined according to the type of membership.
 - 4.2 Joining fee; a joining fee is payable as specified in your application form. Your joining fee goes towards your induction and start up costs
 - 4.3 Guest use fee; a fee will be set by the Club in respect of guest's members who wish to visit the Club and use the facilities
 - 4.4 Other fees; All other fees and prices for the sale of goods at the Club will be set by the Club
 - 4.5 If you bank fails to make a due direct debit payment from your

bank for payment by direct debit twice within one calendar month and we reserve the right to refuse entry and to refer any missed payments to a debt collection agency.

4.6 Any unpaid and over due membership fees referred to a debt collection agency will be subject to a surcharge of no more than £30.00 to cover the costs of the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership fees, will be the responsibility of the member and will legally recoverable from the member.

5. Suspension of membership

A member may, if he or she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for a 1 month minimum and a 6-month maximum period.

6. Termination

6.1 Termination by the Club;

We may terminate this agreement in the following circumstances:

- (a) if you commit a serious breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice:
- (b) If any part of your membership fee remains unpaid 30 days after its due date for payment or
- (c) If you provide us with details which know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

7. Termination by you

- (a) You may terminate this agreement by giving 30 days written notice, via email to our Membership & Operations Manager, is acceptable
- (b) Cancelling your direct debit instruction for payment of the fees is not sufficient
- (c) You may also terminate this agreement if:
 - (i) we permanently reduce the facilities or opening hours of the Club
 - (ii) we change the location of the Club, or
 - (iii) we close the Club for refurbishment for a period of more than 30 days at a time

8. Restriction of liability;

8.1 Subject to paragraphs 8.2 and 8.3 the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members or guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage, will be accepted by the Club.

8.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us

8.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees (during the course of their employment) as appropriate unless that failure attributable to:

(a) Your own fault

(b) A third party unconnected with our provision of services under this agreement or

(c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken reasonable care

9. Health and Safety;

Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

10. Sale of Club

In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue to pay your membership fees provided no changes to the terms of the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

11. Club Rules

11.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days notice to its members, except in the case of emergency.

11.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays

12. Notices

Notices from you to the Club must be in writing and addressed to the Membership & Operations Manager at the Club. The Club reserves the

receipt. In these cases, the notice will be deemed not given unless such evidence is produced. Any notice handed to the club must be receipted. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club.)

Application Declaration: - before signing please read the terms set out above and below:

I confirm all the information I have given is correct. I understand that: -

1. Membership can be cancelled at any point but 30 days' notice, in writing, **must be given**. This notice can be in a letter or by email to the Membership & Operations Manager at info@threesixtyfit.co.uk you will receive an email confirming your request to cancel has been received.
2. Once your cancellation is submitted your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.
3. **Cancelling your direct debit does not mean you have given notice to end your membership.**
4. We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments outstanding for the rest of an initial period or notice period), to a debt-collection agency via the small claims court.
5. If your membership fee is not paid when it is due we will contact you to inform you of this. If you are paying by direct debit, we will attempt to collect this payment from your account again two more times. If that is unsuccessful, but your direct debit instruction is still in force, we will contact you to agree an alternative payment for that month.