



MEMBERSHIP TERMS & CONDITIONS

INTRODUCTION

To help you get the best out of 121Gym and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our online facilities or groups, extra terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team at your club will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts.

- Part A – terms and conditions of membership

All members must keep to the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

- Part B – rules and regulations for using facilities

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to your club.

These terms and conditions apply at all times and take priority over anything a member of our team has told you.

PART A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A

You – the lead member

Linked member – anyone who is linked to your membership

Your entire membership – your membership and the membership of your linked members

We and us – 020 Leisure Ltd (121 Gym)

1. RESPONSIBILITIES OF MEMBERS AND LINKED MEMBERS

a. Every person who signs the membership application either in club or online will be jointly and individually responsible under this agreement.

b. This means that:

- if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
- each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and
- each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.

c. All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.

d. You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

2. ACCEPTANCE AS A MEMBER

a. We shall have absolute discretion upon whether to accept the application for membership of an applicant as a Member of the Club. Our acceptance of your application will take place when we write to you to tell you that your membership has been accepted and a final database check has been successfully carried out, at which point a contract will come into existence between you and us (in these terms, we will refer to that date as your "Joining Date").

b. Upon acceptance, the Member shall be issued with a Membership card & QR code and shall be entitled to all the rights and privileges exercisable by the class of membership for which his/her application to the Club is gained on presentation of a valid Membership card or QR code at the Club's turnstiles.

c. There is a fee payable for replacement of lost, damaged or forgotten Membership cards, such fee shall be published by O2O Leisure Ltd from time to time.

d. Acceptance by us of an application for membership of the Club shall constitute a binding contract between us and the Member upon the Terms and Conditions of Membership and the Rules of the Club which are displayed within the Club and on its website from time to time.

e. Your pre-exercise questionnaire/health declaration. As part of the process of applying for membership, you have filled in a pre-exercise questionnaire or completed a health declaration. It is important that this information is complete and accurate, and you agree

that the information you have provided is complete and accurate. You agree that you are capable of engaging in exercise at the Club, and you do not think doing so would be detrimental to your health, safety, comfort or physical condition.

f. IF WE DO NOT ACCEPT YOUR APPLICATION.

If we are unable to accept your application, we will inform you of this and will not charge you. This might be because of a lack of capacity at the club, because a credit reference check we

have obtained for you does not meet our minimum requirements, because in our reasonable opinion you would not be a suitable candidate for membership, because you have previously had membership at one of our clubs revoked or because we have identified an error in the price or description of the membership you were offered.

3. PRINCIPAL TERMS

a. This agreement commences once you have indicated your acceptance in the declaration section of the web sign up process or by completing the membership agreement in club.

b. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.

c. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.

d. You cannot transfer this agreement to anyone else.

4. MEMBERSHIP CATEGORIES

a. Our memberships are annual memberships and are available for an initial minimum term of 12 months.

b. You are entitled to use the facilities available under your category of membership. Your club will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get details from our website.

c. Our memberships are annual memberships and are available for an initial term of 12 months and can be paid upfront. However, if you would choose our monthly options an interest charge will be added. Please choose the most suitable package for your lifestyle.

d. We may choose to stop providing certain categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available.

e. So that your children can enter your club (whether or not they use the facilities), you need to link them to your adult membership. We will also need a letter of permission, or signature, from the person who has parental responsibility for your child before they can use your club's facilities. The child's membership fees will be based on their age and, if relevant, will increase from the month following each birthday. When a child turns 18, they will become an independent adult member and will need to sign a new agreement in their own right. If you continue to pay the young person's membership, you should also sign the young person's agreement. We have the right to limit the number of children linked to an adult's membership.

5. MEMBERSHIP TYPES AND LENGTH OF MEMBERSHIP

5.1 Standard Annual Membership and Standard Monthly Membership.

a. Our memberships are annual memberships and are available for an initial minimum term of 12 months.

b. Your membership will begin on the day when you make your membership application.

c. Beginning when the Member is accepted for membership all Members shall pay either a single subscription for their 12 month membership or at the discretion of us 12 monthly subscriptions consisting of one twelfth of the annual membership fee plus a finance charge, information on which will be provided to the Member on joining.

d. From the date of being accepted as a Member, membership shall continue for a minimum period of 12 months and shall renew on the anniversary of joining for further periods of 12 months unless terminated in accordance with this agreement by providing 30 days written notice.

e. The 'initial period' is the full 12-calendar month period from the 1st payment date of the month after the date you made your membership application.

f. This means that for Standard Annual membership and Standard Monthly membership your minimum commitment is to pay for the first 12 full calendar months of your membership with us. This applies even if you have Standard Monthly membership and cancel your direct debit before then.

g. After the initial period of 12 months and on each anniversary of joining thereafter, the membership shall automatically renew further periods of twelve months unless and until terminated by the member giving one complete calendar month's written notice to terminate the membership, which shall only be effective from the first day of the following month.

h. If you want to switch to Flexible membership from the end of the initial period, you can give us one calendar month's notice, as long as we receive your notice at any time up to and including the first day of the final calendar month of your initial period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not switch at the end of your initial period. Instead, we will treat your notice as if we received it on the first day of the following month and your membership

will not switch until 30 days after that date. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this. Before we can switch you to Flexible membership you and any linked members who have to your membership application will need to sign a new membership application.

5.2 FLEXIBLE MEMBERSHIP

a. Our memberships are annual memberships and are available for an initial minimum term of 12 months.

b. Flexible membership will begin on the day when you make your membership application.

c. From the date of being accepted as a Member, membership shall continue for a minimum period of 12 months and shall renew on the anniversary of joining for further periods of 12 months unless terminated in accordance with this agreement by providing 30 days written notice. You will be contacted in writing before the anniversary of joining to ask whether you would like to renew the membership for another 12 months, staying on the same membership monthly rate or whether you would like to change or cancel your membership.

d. The 'initial period' is the full twelve-month period from the 1st of the month after the date you made your membership application.

e. This means that your minimum commitment is to pay for the first 12 full calendar months of your membership with us.

f. At any time (other than after you have given us notice to end your membership) you can suspend your membership for a single period of between one and six calendar months within any twelve month period.

g. If you want to suspend your membership you will need to provide us at least 30 day's notice in writing to info@121gym.co.uk.

h. You must put on the include the start date for the suspension and the number of months you want it to last.

i. The suspension will take effect from the first day of the month following the date we receive your membership suspension email signed by everyone who needs to sign it. You must make sure that your club has received the membership suspension email. As the suspension will not take effect until we have received it in writing. We will confirm, in writing, that we have received this request and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.

j. If you suspend your membership and the suspension starts during your initial period, we will extend the initial period by the total period that your membership was suspended. If you give us notice to end your membership or the membership of a linked member while it is suspended, the suspension will end at the same time as the notice period starts, unless you are ending your membership early.

k. A monthly charge is applied if you freeze your membership. Your membership can be on freeze for a maximum of 3 months after which your membership will automatically be un-frozen and will revert back to your monthly rate. Your membership will then continue for the remaining calendar months of your initial period.

l. After the initial period of 12 months and on each anniversary of joining thereafter, the membership shall automatically renew further periods of twelve months unless and until terminated by the member giving one complete calendar month's written notice to terminate the membership, which shall only be effective from the first day of the following month.

m. You can switch to Standard Annual or Standard Monthly membership at any time as long as that membership type is available at your club.

n. If you want to switch to Standard Annual or Standard Monthly membership, you must give us one month's notice. Before we can switch you to Standard Annual or Standard Monthly membership you and any linked members who have signed your membership application will need to sign a new membership application.

o.If you switch to Standard Annual or Standard Monthly membership, the following will apply from the date of the switch. Your membership fees will change to the current fees for Standard Annual or Standard Monthly membership.

6. STARTING YOUR MEMBERSHIP

a.You will need to pay an administration fee when you join. You can get details of these charges from your club.

b.You may have to pay a joining fee when you apply for membership.

c.If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee.

d.You will need to pay an amount to cover your membership fee from the day that you join until the following months' direct debit date.

e.When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your club.

f. You can change your mind about joining. To do this you will need to give notice in writing to info@121gym.co.uk. If you change your mind, we will refund any fees you have already paid and your entire membership will end. You can do this at any time up to seven working days after making your membership application or up to the first time you or any of your linked members enters your club to use the facilities, whichever is the earlier.

7. MEMBERSHIP FEES

a.Our memberships are annual memberships and are available for an initial minimum term of 12 months.

b. On your Joining Date you must pay for your membership fees by paying in advance for the whole Initial Fixed Term, or (only if we agree), by paying your membership fees plus a finance charge in equal monthly instalments spread across the Initial Fixed Term by direct debit. Information about which payment option applies to you and the amount of your membership fees (and, if applicable, any finance charge) was as specified to you during the membership application process.

c. At the end of your Initial Fixed Term, unless your membership has ended in accordance with clauses 11 or 12 below, it will be renewed for another period the same length as the Initial Fixed Term (the "Subsequent Fixed Term"). The same renewal process will apply at the end of any Subsequent Fixed Term, so there will be consecutive Subsequent Fixed Terms until either you or we end your membership in accordance with clauses 11 or 12 below. We will continue to charge you the membership fee during any Subsequent Fixed Term. The way in which you pay for a Subsequent Fixed Term will not necessarily be the same way you paid for the Initial Fixed Term (or where relevant, any previous Subsequent Fixed Term). We normally expect you to pay in advance for the full membership fees for the Subsequent Fixed Term. We may agree that you can pay your membership fees for a Subsequent Fixed Term, (plus a finance charge), in equal monthly instalments spread across the Subsequent Fixed Term by direct debit. Whether to allow you to pay by direct debit will be our choice for every Subsequent Fixed Term.

d. Unless you tell us otherwise before the end of the Initial Fixed Term (or where relevant your current Subsequent Fixed Term), if you already pay monthly by direct debit, we will assume that you want this to continue and (if we agree that you can continue to pay in this way) we will continue to collect the direct debit in the same way.

e. Where you paid in advance on your Joining Date for the whole Initial Fixed Term, we will (unless you tell us otherwise before the end of the Initial Fixed Term) assume that you want to pay in advance for the Subsequent Fixed Term and will charge you again on each anniversary of your Joining Date for your full membership fees for each Subsequent Fixed Term. Unless you tell us otherwise, we may charge this subsequent payment directly to any of the credit or debit cards (or collect from your bank account) which you have provided us with details of as part of the membership application and payment process,

and by accepting these terms you authorised us to do so. We will give you reasonable notice in writing before making such an advance charge for any Subsequent Fixed Term.

f. For Standard Annual membership your membership fee is due every year and covers the year to come. You must pay for your membership by making one payment each year.

g. For Standard Monthly memberships 12 monthly subscriptions consisting of one twelfth of the annual membership fee plus a finance charge are due each month. The first of these payments is due during the sign up process, followed by 11 monthly direct debit payments, unless we agree otherwise. Information on which will be provided to the Member on joining.

h. For Flexible membership your membership 12 monthly subscriptions consisting of one twelfth of the annual membership fee plus a finance charge are due each month. The first of these payments is due during the sign up process, followed by 11 monthly direct debit payments, unless we agree otherwise. Flexible memberships give you the option to freeze your membership for an additional small monthly fee 5.2.

i. Where you pay by direct debit we will ask your bank for your monthly payment on the day you signed up each month.

8. MEMBERSHIP CARDS AND QR CODES

a. As soon as possible after you make your membership application, we will provide you and any linked members (except for children under the age of two) a membership card and QR code that you (or they) must use each time you (or they) enter a club. We may refuse to allow you (or them) to enter a club if you (or they) do not have your (or their) membership card.

b. If your card needs replacing we will replace it for a small charge.

c. Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card or QR code to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into our clubs.

d.If another person uses your membership card, we have the right to end your membership.

e.You can use your membership card as a charge card for certain things you buy and for certain services you use at your club.

9. NOTICE

a.We calculate your membership in whole calendar months. This means that the following applies.

b.Anywhere in these terms and conditions where we ask you to give notice from 30 days before the next payment date we will end your membership as long as you have met all other requirements associated with it. There are no exceptions to this rule.

c.Anywhere in these terms and conditions where you can give notice to end your membership from 30 days before the next payment date we will end your membership as long as you have met all other requirements associated with it. There are no exceptions to this rule.

d.If you want to give notice, we will accept notice by email (info@121gym.co.uk). If you need to give us evidence of certain things, you can provide them as attachments to an email.

e.Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let your club know so they can check whether we have received it.

f. From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

10. OTHER CHARGES

a. There may be an extra charge for a small number of facilities and services. We will display the current charges on a noticeboard in your club or you can get a list of the current charges from your club reception.

b. For the purposes of working out the charges, we treat bank holidays as peak time.

c. Charges may vary from time to time. For details of all charges and fees, please contact the membership team at your club.

d. If you or a linked member uses these extra facilities and services or has to pay a guest fee but does not pay for them at the time, we will take the charges using your credit card (or, if this is not available, by direct debit).

11. ENDING YOUR MEMBERSHIP

a. If your membership has no linked members, only you can give notice to end it.

If your membership has linked members, the following rules apply for ending membership.

- If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.

- If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.

- If your membership is ended, it automatically ends the membership of all linked members.

- You can end the membership of individual linked children by giving us notice.

b. The notice periods and the restrictions on giving notice in the initial period are set out in 5.1 'Membership types'.

c. You must continue to pay your membership fees until your membership ends. Your membership will end at the end of your notice period.

d. You must not enter any club once your membership has ended. Linked members must not enter any club once their membership has ended.

12. ENDING YOUR MEMBERSHIP EARLY

12.1 Medical condition, loss of employment, insolvency, employment relocation, house move or other changes in personal circumstances

a. At any time you can end your membership if:

- you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);

- you lose your employment or your financial situation becomes materially worse than it was at your Joining Date, so that continued membership of the Club is unaffordable for you (and you are able to provide reasonable evidence of this to us);

- you are being relocated in your employment to a location which is more than 10 miles from the club;

- you are moving home to a location which is more than 10 miles from the club; or

- we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.

b. To end your membership for one of the reasons listed above, you must give us notice in writing in line with 9 'Notice'. Your membership will end on the last day of the month in which we receive your notice or your suitable evidence, whichever we receive later (9 'Notice', second bullet).

You must give us suitable evidence, but you do not need to provide this at the same time that you give us notice.

12.2. INCREASE IN MEMBERSHIP FEES

a. At any time, you can end your membership if we give you notice of an increase in your membership fee of more than either 1% above the rate of inflation or 3%, whichever is higher. The rate of inflation means the Retail Prices Index All Items 12-month percentage change published by the Office for National Statistics for the July before the date on which we give you notice.

b. You must give us notice in writing in line with 9. 'Notice'. The period of notice is one calendar month for Flexible membership, Standard Annual and Standard Monthly membership.

12.3 SIGNIFICANT CHANGES AT YOUR CLUB

a. At any time, you can end your membership if we give you notice under that we intend to close your club permanently.

b. A permanent closure of your club, in which case you can end your membership by giving us written notice which ends on the date the changes apply from. We will refund any part of your membership fee you have already paid for any period after that date.

13. CANCELLING YOUR MEMBERSHIP

a. We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from your club and to cancel your entire membership.

b. We may also cancel your entire membership in the following circumstances.

- If you or a linked member breaks or repeatedly breaks this membership agreement or the club rules and you do not or cannot put it right within seven days of us writing to you about it.
- If, with your knowledge or permission, another person uses your membership card to get into any club.
- If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any club.
- If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way in club.
- If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.

c. If we receive any complaint about your behaviour or that of a linked member in club or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of your club, we have the right to suspend your entire membership. You have the right to appeal against our decision. You can get details of our appeal procedures from our head office or from in Club. If we are not able to sort out the issue following your appeal, or if you do not appeal in line with our appeal procedures we have the right to cancel your entire membership.

d. If we cancel your membership for any of the reasons, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership to any 121Gym club and you will not be allowed to enter any 121Gym club as a guest or for any other reason.

14. IF YOU DO NOT PAY YOUR MEMBERSHIP FEE WHEN ITS DUE

a. If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account

again later in the month.

b.If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.

c.We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.

d.If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £30. We will also charge an administration fee of £10 for each missed payment.

e.If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering any club. This does not mean we will end your membership.

f.Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with 9. 'Notice'.

15. CHANGING YOUR MEMBERSHIP FEES AND THIS AGREEMENT

a.We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher. If we do this, the new fees will come into force on 1 January each year.

b.If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least three months' notice if you have Standard Annual or Standard Monthly membership, or at least one month's notice if you have Flexible membership. We will give you notice of the change by writing to you (as described in 9 'Notice') and by displaying a sign on the noticeboard in your club.

c.As well as the increase described above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase (either in writing or by displaying a sign on the noticeboard in your club).

d.We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in your club, at any time, as long as we give you notice before we make the changes.

16. COMPLAINTS

a.We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.

b.If you have a complaint, you should first tell a member of staff at your club. If you are not satisfied with their response, you should contact the manager on duty at your club. If you are still not satisfied, you should contact the general manager at your club. If you are still not satisfied with the general manager's response, you can write to either the area manager or the regional director of your club at our head office.

17. LIABILITY

a. We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of your club or any other 121 Gym club, other than the liability which arises from our negligence or our failure to take reasonable care.

b. We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of your club or any other 121 Gym club, other than the liability which arises from our negligence or our failure to take reasonable care.

c. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

18. DATA PROTECTION

a. We keep to the Data Protection Act 1998.

b. We will deal with all information we hold about you in line with our privacy policy which you can get from our website www.onetonegym.co.uk from any 121 Gym club. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

19. CHILDREN

a. All children must be 'linked' to an adults account. This can be completed via the membership dashboard or in club. There will be a small monthly charge per linked child.

b. We welcome children to our clubs but they must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the club or its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.

c. If your child continues to behave unreasonably, whether on one visit to the club or over a number of visits to the club, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using any club.

d. If we suspend your child from using a club and you want to appeal against this, you must appeal in writing to the regional director of your club at our head office.

e. In order for your child to participate in any of our children's classes you must complete our 'children participation form'.

20. GUESTS AND FREE PASSES

a. You and any other linked adult member can introduce guests to your club. You or the linked member introducing the guest must:

- sign in any guests at reception;
- create a guest account via our website;
- stay with the guests at all times; and
- make sure the guests are aware of, and keep to, our rules and regulations set out in 'Part B – rules and regulations for using facilities'.

b. Guests must pay the appropriate fee to use the facilities. You can get details of the guest fees which apply on our website or from your club.

c.You and any other linked adult member may sign in only one guest at any one time.

d.You can sign in the same adult guest up to six times a year, but no more than twice in any month.

e.Free day passes are subject to a fair use policy and can only be used once.

f.Free day passes have no resale value and cannot be exchanged for cash or any other product or service.

20. PROMOTION TERMS

a.121Gym reserves the right to end any promotion without warning at any time. Any prizes offered by 121 Gym must be claimed within 21 Days of announcement of the winners.

b.121Gym reserve the right to redeem any prize in the form of a voucher or pre purchased credit. This offer cannot be converted into a cash prize.

c. All offers must be claimed using the promotional code provided.

d. Promotional code is single use and only valid for the eligible recipient. Offer cannot be used in conjunction with another offer.

e. Offer cannot be transferred to another person.

21. STUDENT MEMBERSHIP

a. b. c. d. e. f.

a. Discount is available to verified NUS members with a valid Student ID Card and is non-transferable.

b. All student memberships are subject to 121 Gym's Membership Rules and Terms and Conditions.

c. Discount is available to verified student (must show a valid student identification) members only and is non-transferable.

d. Student fixed-term membership discount is based on the cost of standard monthly memberships.

e. Discount cannot be used in conjunction with any other offer and does not apply to any classes or other services that they may offer for sale from time to time.

f. 121 Gym reserves the right to terminate this discount without notice.

22. OTHER IMPORTANT TERMS

a. We are not responsible for things outside our control. If our performance of our obligations under the contract is affected by an event outside our control we will not be liable to you for this provided we try to work around the issue.

b. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation, provided that the other organisation we transfer our rights and obligations to is of broadly equal standing and reputation to us.

c. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

d.If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

e.Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to access the Club, we can still require you to make the payment at a later date.

f.Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

PART B – RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES

Definitions that apply to part A

You – the lead member

Linked member – anyone who is linked to your membership

Your entire membership – your membership and the membership of your linked members

We and us – 020 Leisure Ltd (121 Gym)

1. GENERAL HEALTH AND SAFETY

a.As your safety is our main priority, our management and staff are dedicated to helping you take every opportunity to enjoy the facilities we offer, with this in mind, we have

carefully considered what we can reasonably expect from each other. Our aim is to make you feel better, and we try to make this as much fun as possible. We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment you spend with one of our coaches is designed to focus on your needs.

b. Before you start using the gym or fitness equipment, we will ask you to read a health commitment statement and have a supervised gym induction session with one of our qualified fitness coaches.

c. Only qualified fitness coaches will set you an exercise programme. We fully support the Register of Exercise Professionals and all of our qualified coaches will either be on the register or will have applied to be on it.

d. If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice.

e. To make sure you get the most from every activity that you do at the club in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity.

f. You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity.

g. Please replace weights and don't drop them as it i) is a safety hazard ii) damages the kit iii) disturbs other members. Repeat offenders will have their members cancelled.

h. You should tell the general manager, a qualified coach or a member of the membership team when you join about anything that is relevant to your physical condition. You should

continue to keep this information up to date throughout your membership.

i. You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a health and fitness coach or any other member of staff at the club.

j. The information given by you in entering this agreement is correct and accurate and can be relied upon by us.

k. You should never exercise beyond your capabilities. You must inform a member of staff on your first visit if you have a medical condition that may interfere with your exercise regime.

l. You should notify a member of staff of any new medical conditions before you commence any exercise.

m. You agree you have never been informed of any pre-existing heart conditions or blood pressure related issues.

n. You will inform a member of staff should you start to feel unwell during exercise.

o. You will seek advice from a member of staff if you are unsure about using any of our equipment provided on site.

p. You will respect the equipment that you use on site, and behave in an appropriate manner at all times when using our facilities

q. We do not allow pets (except for registered working assistance dogs) in the club.

r. To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our clubs. If you do not understand a notice or sign please ask one of our team members at the club.

s. Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.

t. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.

u. For legal and health reasons, you must not smoke while using any of the club facilities.

v. While you are at the club, we expect you to behave appropriately, respectfully and politely, and dress appropriately, at all times. We can prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.

w. You should not use the club if you have an infectious illness or condition.

2. YOUR CHILDREN'S HEALTH AND SAFETY

a. Children aged 11 or under must be supervised at all times by a member over the age of 18. However, this does not apply if they are at an activity we organise at the club which parents and guardians do not need to go to (we call this a 'supervised activity'). Children over the age of eight can use the changing rooms without supervision.

b.If you cannot bring your children to a supervised activity, you can apply to the general manager to get a pass for a named member of your immediate family to bring them instead.

c.If your child is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your child. We will not allow any other person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with.

d.At least one parent or guardian must stay on the premises at all times while your child is a class.

e.All our employees who work with children are CRB-checked.

f.Parents or adult carers need to fill in registration forms for all children before using the childcare facilities or activities.

g.You must not bring your children into the club or childcare facilities if they have an infectious illness or condition.

h.Children aged eight or over must use the men's or women's changing rooms, according to their sex.

i.Children aged 13 or under may use the gym only when there is an organised activity for them.

3. CAR PARK

a.You are only entitled to use the club car park while you are using the club facilities. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.

b.We do not guarantee that car parking is available at any of our clubs.

c.You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

4. LOCKERS

a.You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.

b.If you lose a key or padlock to any locker you have hired, you will have to pay a fee to cover the cost of a new key or padlock as appropriate.

c.If you leave your belongings in a locker overnight we have the right to remove your belongings. You can claim the belongings we have removed from the club reception for up to two weeks after we remove them. After this time, we will not be responsible for the belongings.

d.If you find lost property, you must hand it into the club reception immediately. The club noticeboard will show the times when you can pick up lost property from reception. We will hold items for three weeks only before giving them to charity.

5. PHOTOGRAPHS ANDS VIDEOS

a.You may take photographs and video recordings in your club for your own personal use provided that you keep to these rules and any extra rules displayed at your club.

b.You must not take photographs or videos of any children under 18 other than your own.

c.Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.

d.You must not take photographs or video recordings in a changing area.

e.If another member is unhappy that you are filming them and makes a complaint to us, we may ask you to show us any images which you have taken in the club and to delete them if appropriate.

f.If a member of our team asks you to stop filming or taking photographs you must do so.

6. OTHER RULES

a. Only food and drink bought in the club can be eaten in the members lounge.