

TERMS AND CONDITIONS OF MEMBERSHIP

1. GENERAL TERMS

a) In these terms and conditions, the following definitions apply: "Admin Fee" means an administration fee and any applicable joining fee as set out on the attached Membership Application Form.

"Contract" means a contract between Leisure Connection Limited and the Member, the terms and conditions of which are set out in the Membership Application Form. "Harpers", "Leisure Connection", "our", "us" and "we" means Leisure Connection Limited.

"Member", "you" and "your" means the member named on the attached completed and signed Membership Application Form. "Membership" means membership of the Harpers facilities operated by Leisure Connection Limited, through which access to the Harpers gyms is granted to the extent provided on the Membership Application Form and defined in these terms and conditions.

"Membership Application Form" means the membership application form completed and signed by the applicant. "Membership Fees" means the sums payable by you to Leisure Connection Limited as consideration for the granting of the Membership pursuant to this Contract, as detailed in your Membership Application Form and being payable (i) monthly for Monthly Memberships, (ii) by way of a one off instalment for Fixed Term Memberships, or (iii) by monthly instalments for the Annual Membership or Two Year Membership (as appropriate). "Membership Period" means the duration of the Membership, as detailed in your Membership Application Form and being in accordance with (i) Clause 3(a) for Fixed Term Memberships, (ii) Clause 4(a) for Annual Memberships, (iii) Clause 4(d) for Two Year Memberships or (iv) each subsequent month for Monthly Memberships.

"Monthly Membership" means a Membership as detailed in Clause 5.

"Fixed Term Membership" means a Membership as detailed in Clause 3.

"Annual Membership" means a Membership as detailed in Clauses 4(a)(c).

"Two Year Membership" means a Membership as detailed in Clauses 4(d)(f).

b) Membership is subject to the terms and conditions of this Contract as amended from time to time.

2. MEMBERSHIP APPLICATION FORM

a) All types of membership require the relevant Membership Fees and an accurately completed Membership Application Form, including the direct debit instruction, which is only used by us in accordance with your chosen type of Membership. Subject to clause 15, the Admin Fee is non-refundable. These Terms and Conditions apply to your Membership.

b) Membership is for an individual facility or location. This may be extended to national membership, entitling the member to use any Harpers facility in the country for an extra payment as defined in the current pricing schedule.

3. FIXED TERM MEMBERSHIPS

a) Fixed term Memberships are offered at Leisure Connection's absolute discretion and are for the Membership Period stated in your Membership Application Form. Payment for a fixed term Membership must be made in full at the start of the Membership Period.

b) No refunds are paid on early termination of fixed term Membership (this does not affect your statutory rights).

4. ANNUAL MEMBERSHIPS AND TWO YEAR MEMBERSHIPS

a) Annual Memberships are for an initial Membership Period of 12 months and are offered at a discounted rate to that paid in relation to monthly Memberships or fixed term Memberships. Payment for an annual Membership is in 12 equal monthly instalments made by direct debit on or about the day in each month specified in your Membership Application Form. Clause 5(a) will apply to any outstanding Membership Fees.

b) Annual Membership requires an Admin Fee together with a pro-rated Membership Fee for the month in which the Membership commences, if relevant. Subject to clause 15 below, the Admin Fee is not refundable.

c) When the initial Annual Membership Period expires, your Membership becomes a monthly Membership and we will use your direct debit instruction completed at the time of joining to collect future monthly payments. If you are not already making monthly payments for your Membership, your first payment will be due on the expiry of the annual Membership Period, unless you give us notice in writing to cancel your Membership at least 1 month prior to the end of the annual Membership Period.

d) Two Year Memberships are for a minimum Membership Period of two (2) years and are offered at a discounted rate (as notified to you by us) to that paid in relation to Monthly Memberships, Fixed Term Memberships or Annual Memberships. Payment for a Two Year Membership is made in full 24 equal monthly instalments made by direct debit on or about the date in each month specified in your Membership Application Form. Clause 5(a) will apply to any outstanding Membership Fees.

e) Two Year Memberships require an Admin Fee together with a pro-rated Membership Fee for the month in which the Membership commences, if relevant. Subject to Clause 15 below, the Admin Fee is not refundable.

f) When the Membership Period expires, your Membership becomes a Monthly Membership and we will use your direct debit instruction completed at the time of joining to collect future monthly payments. If you are not already making monthly payments for your Membership, your first payment will be due on the expiry of the Membership Period, unless you give us notice in writing to cancel your Membership at least 1 month prior to the end of the Membership Period.

5. MONTHLY MEMBERSHIPS

a) Monthly Membership requires an Admin Fee together with a pro-rated monthly Membership Fee, if relevant. Subject to clause 15 below, the Admin Fee is not refundable. Monthly payments of the Membership Fee are made by direct debit on or about the day of each month specified in your Membership Application Form.

b) You may terminate your monthly Membership on giving 1 month's notice of termination in writing to the Harpers facility at which you joined as a member such notice to begin from the end of the month in which the written notice is given.

c) Your monthly Membership will be renewed automatically by us on a monthly basis. If you do not intend to renew your Membership you must give us at least 1 month's prior written notice of this. Upon termination you will be responsible for cancellation of your Direct Debit arrangements. If there is still a balance of money due to us you must pay it immediately.

6. MEMBERSHIP FEES

a) We will take reasonable steps to contact you to discuss alternative forms of payment if your direct debit is returned unpaid by your bank or building society. Your Membership Application Form includes a request for your credit card details, your signature on the direct debit mandate is taken as unconditional and irrevocable authority to us to debit the account without further notice to you. If we are unable to contact you, or you are unable or unwilling to pay the sum unpaid by your bank building society we shall be entitled to obtain separate payment from your credit card. We will give you 7 days' written notice of our intention to take such payment to enable you to make alternative payment arrangements. At the end of this 7 day period, we will be entitled to take payment from your credit card without further notice. All charges or interest you may incur from your credit card provider as a result shall be your sole responsibility and you hereby agree to indemnify us against all and any losses, expenses, claims, actions, damages, fines or liabilities including legal costs, arising directly or indirectly as a result of payment being made by your credit card as a result of any direct debit being returned by your bank or building society. We will refund the sum deducted from your credit card in the event that your bank or building society subsequently pays any direct debit previously returned to us as being unpaid. If you are unable or unwilling to provide us with a separate credit card mandate then at our discretion we can request that you pay a deposit equal to 30 days' Membership on joining and this deposit shall be retained by us to cover the period of 1 month's notice should you terminate your Membership.

b) If you cancel your Membership, you will need to pay the Admin Fee again upon renewal.

c) Memberships Fees must be paid in accordance with these terms and conditions regardless of your level of usage of the facilities (this does not affect your statutory rights).

d) All Membership Fees may be subject to periodical review but we will give you 6 weeks' prior written notice of any change. You will be entitled to cancel your Membership at any time before the increase comes into effect if you give us at least 1 month's notice in writing of your intention to do so.

e) You may only have access to and use of the facilities if all your payments to us are not in arrears.

f) Family Memberships cease immediately for any children reaching the age of 18 years and they must transfer to a full adult Membership if they wish to continue Membership.

7. MEMBERSHIP CARDS

a) You will be issued with a Membership card, which remains the property of Leisure Connection Limited. It must be returned immediately on termination of your Membership.

b) Your Membership card must be presented to our staff at reception on each visit to our facilities before using them and upon request at any time by our staff. If you cannot produce a Membership card to us you can be allowed to use or have access to our facilities on payment of an additional fee as defined in the current pricing schedule. You must not loan your Membership card or permit its use by anyone else. Any loss of Membership cards must be reported to us immediately. There is an administration charge of £5 per replacement card.

8. AT HOME MEMBERSHIP

a) The At Home Membership allows you to suspend full Membership provided that it is due to illness, injury or pregnancy and is at the Manager's discretion. A payment of £5 per Member per month is payable, when it is activated.

b) The At Home Membership option can only be considered if you give us at least 1 month's notice in writing before it is required. You may revert back to your previous Membership level upon payment of the appropriate fee and reinstatement of regular payment arrangements for the applicable rate at that time.

9. USE OF EQUIPMENT

a) In the absence of any negligence or breach of any other legal duty by our staff, the use by you of any of our equipment or facilities is entirely at your own risk.

b) We provide regular induction classes explaining the safe and proper use of each item of equipment and members must take an induction class upon joining. You must not use any equipment unless you are satisfied that you are competent to do so and you must use the equipment or facilities safely and properly, without causing any risk of injury to yourself or others, or damage to any property. You may be responsible for any injuries or damage caused by you.

c) We will not be responsible for any loss or injury to you to the extent that it is caused or contributed to by your unsafe or improper use of the equipment or any of the facilities.

d) We reserve the right to refuse access to the facilities and suspend your Membership at any time if you act in a way that

may cause offence or distress to others; any risk of harm or damage; any risk, in our opinion, to anyone's health, including yours; or if you fail to use equipment safely and properly or as instructed by our staff.

10. VALUABLES AND LIABILITY

a) In the absence of any negligence or breach of any legal duty, we shall not be responsible for or liable to you for any loss of or damage to your possessions which are not locked into the one of the lockers provided. You will not place any combination of items worth more than £100 into a locker. It is your responsibility to check that a locker is properly locked and secure before leaving your possessions in it. You will be responsible for any loss or damage to your possessions to the extent that you have not carried out your duty to check and secure the locker used and have placed items worth more than £100 into the locker. We will be responsible for loss or damage to your possessions (up to a maximum value of £100) whilst they are in a secured and locked locker; but only if we have been negligent or breached any other legal duty that we have to you.

b) We will endeavour to ensure that the equipment and facilities are available during the advertised opening hours. We do not accept any liability for non-availability of specific facilities where the circumstances giving rise to such non-availability are beyond our control and we will use our reasonable endeavours to remedy or replace the unavailable facilities.

11. UPGRADE/DOWNGRADE OF MEMBERSHIP

You may change your type of Membership if you give us at least 1 month's written notice of your intention to do so and pay any applicable fee. Not applicable for Annual Memberships.

12. BOOKINGS

You are advised to book with our staff at reception to guarantee your place for any gym or fitness class. You must give 48 hours notice if you are unable to attend the session or the current fee for that session, at our discretion, may be payable.

13. AMENDMENT OF MEMBERSHIP TERMS AND CONDITIONS

We may from time to time amend these terms and conditions and we will give you at least 6 weeks' written notice before doing so. If you do not find these changes acceptable to you, you may terminate your Membership prior to the amendment coming into effect by giving us at least 1 month's notice in writing.

14. CHANGE OF MEMBER'S DETAILS

You are responsible for providing to us any changes to your details including change of name and address immediately upon the changes occurring. If any changes require a new direct debit arrangement you must inform us of the new circumstances and complete a new direct debit instruction.

15. TERMINATION AND RENEWAL OF MEMBERSHIP

a) If you wish to terminate the service offered by us for any reason within the first 10 days of becoming a Member, you are entitled to a refund of the Membership Fees paid, subject to your confirming within the 10 day period your intention to terminate your Membership in writing. Validated refunds will be paid within 28 days from receipt of your written notice. The Admin Fee will be retained in order to meet the reasonable costs incurred in processing your Membership Application Form and inducting you as a new Member.

b) We may terminate or suspend your Membership without notice if:

(i) If you commit a serious or repeated breach of this Contract or our rules of Membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

(ii) If any part of your Membership Fee remains unpaid 30 days after its due date for payment; or

(iii) If you provide us with details which you know to be false when applying for Membership or you change your details without informing us of such changes and the false declaration would have reasonably affected our decision to grant or continue to offer you Membership.

c) If we terminate for any of these reasons, we reserve the right to retain a proportion of the money that you have paid us under this Contract to cover any reasonable costs we have incurred as a result. In the case of the early termination of Annual Memberships we reserve the right to claim damages for an amount equal to the outstanding monthly instalments for the unexpired period of the annual Membership.

d) In the case of early termination of Two Year Memberships we reserve the right to claim damages for an amount equal to the outstanding Membership Fees applicable to the remainder of the unexpired Membership Period. On early termination no refunds are payable by us of any Membership Fees paid in advance by way of a one off instalment in relation to Annual Memberships or Two Year Memberships. This does not affect your statutory rights.

16. MISCELLANEOUS

a) Our failure to enforce any of our rights at any time and for whatever reason will not be deemed as a waiver by us of such rights under this Contract.

b) Where a provision of this Contract is found to be invalid or unenforceable by any UK Court, that provision will be deemed to be deleted and such deletion will not affect the validity or enforceability of any other remaining term of this Contract.

c) We may assign or transfer the benefit of this Contract without notice to you, provided that your rights under this Contract shall not be prejudiced by such assignment or transfer.

d) This Contract is subject to English law and the parties agree that the English Courts have exclusive jurisdiction to deal with any disputes arising in respect of this Contract.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change LEISURE CONNECTION LTD will notify you 30 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by LEISURE CONNECTION LTD or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.

