Bannatyne
Health Club & Spa

1. **These terms and conditions**

1.1. **What these terms cover**. These are the terms and conditions that govern your membership of the health club named in your membership application (referred to in these terms as the "Club"). Any fees referred to in these terms can be viewed at www.bannatyne.co.uk/legal/fees.

1.2. **Why you should read them**. Please read these terms carefully before you submit your membership application to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. **Information about us and how to contact us**

2.1. **Who we are**. We are Bannatyne Fitness Limited, a company registered in England and Wales. Our company registration number is 03287770 and our registered office is at Power House, Haughton Road, Darlington, County Durham, DL1 1ST. Our VAT number is 302 3184 52.

2.2. **How to contact us**. You can contact us by writing to us at our registered office, or by filling in the contact form at: http://www.bannatyne.co.uk/contact/feedback/#feedbackform.

2.3. **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your membership application form.

2.4. **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this means email.

3. **Our contract with you**

3.1. **How we will accept your application**. 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"). You will then be entitled to enjoy member privileges, including use of the Club's facilities, subject to the rights and restrictions attaching to the class of membership you applied for. We will issue you with a wristband which will be personal to you and must be used to enter the Club at the turnstiles. If you lose, damage or forget your wristband, we will be able to give you a replacement but you will need to pay a reasonable charge.

3.2. **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 lack of capacity at the Club you have applied to, because a credit

reference check that has been obtained for you does not meet the 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, because you have previously had a membership at one of our clubs and still owe us some money or because we have identified an error in the price or description of the membership you were offered.

3.3. **Your pre-exercise questionnaire/health declaration**. As part of the process of applying for membership, you have filled in a pre-exercise questionnaire and/or completed a health declaration. It is important that the information you have provided is complete and accurate and your continued use of the facilities is confirmation from you that the health information you provided remains 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.

3.4. **Your membership**. Your membership of the Club is personal to you and you cannot let any other person use your membership, or give your membership to any other person unless we agree in writing. If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly. Any proposed replacement member would need to give us the same types of information you gave us on joining, they would need to agree to these terms, and they would be subject to a fitness assessment. If we agree that you can transfer your membership to that other person, we will inform you in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.

3.5. **Membership criteria**. We will only accept applications from people who are 16 years old or older. If you are a joint member, each candidate will be liable to us, should we ask, to pay us the full costs and charges associated with the membership and the contract, rather than just half. You agree that the information you gave us as part of the membership application process is correct and accurate in all respects.

3.6. **Your Club**. Although your membership is specific to your Club, you may be entitled to access other health clubs that we own as part of our reciprocal access policy which may be in force from time to time. If you want to change which of our health clubs is your base club, you can submit a request in writing to us or by completing the online form at www.bannatyne.co.uk/baseclubchange. We will consider your request reasonably, but we may not be able to agree if the other club does not have capacity. Some of our clubs in different areas have different membership fees, so your membership fee might increase if you change clubs, but we will tell you about this before agreeing to the change. If we agree that you can transfer your membership to the other club you requested, we will inform you

in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.

3.7 **Member Access Times.** As a member, you may access the Health Club facilities at certain times, depending on the type of membership you have. These times are available to view at www.bannatyne.co.uk/accesstimes.

4. **How long your membership will last**

4.1. Your membership will start on your Joining Date. Unless clauses 7 or 8 below apply, the contract between us will last for at least 12 months (referred to in these terms as the "**Initial Fixed Term**") and you cannot cancel your membership during the Initial Fixed Term. If you do cancel your membership in the Initial Fixed Term you will breach the contract between us. The contract and your membership will continue after the Initial Fixed Term unless it is ended in accordance with clauses 7 or 8 below.

5. **Joining fees and membership fees**

5.1. **Membership fees.**

5.1.1. On your Joining Date you must pay for your membership fees:
(i) by paying in advance for the whole Initial Fixed Term,
(ii) (if we agree), by paying your membership fees plus a finance charge in equal instalments monthly in advance spread across the Initial Fixed Term by direct debit (by completing a direct debit mandate), and/or
(iii) (if available to you) via a Klarna third party payment plan.

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.

5.1.2. At the end of your Initial Fixed Term, unless your membership has ended in accordance with clauses 7 or 8 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 7 or 8 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.

5.1.3. 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.

5.1.4. 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.

5.1.5. Your membership fees will be payable whilst your membership continues regardless of whether or how much you use the Club facilities.

5.2. **Joining Fee.** A joining fee will be payable on your Joining Date in addition to your membership fees. The amount of your joining fee is as specified to you during the membership application process. The joining fee will not be payable again as long as your membership remains current. If your membership ends for any reason and you later want to become a member again, a further joining fee (which may not be the same as the first joining fee) will apply.

5.3. **We will pass on changes in the rate of VAT**. If the rate of VAT changes whilst you are a member, we will adjust the rate of VAT that you pay, and this will result in a change to your membership fees.

5.4. **When we can change your membership fees**. We can increase your membership fees at any time for any reason stated in clauses 9.3 or 9.4 below by giving you at least 30 days' notice in writing. If you do not want to pay the higher membership fee, you can cancel your contract by giving us

notice to cancel (in accordance with clause 7.1.3 below) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous membership fees. If you are still in your Initial Fixed Term, any notice of cancellation you give following a proposed increase in membership fees will not take effect until the end of your Initial Fixed Term, and we will honour the previous membership fees until the end of your Initial Fixed Term.

5.5. **Repayment of pre-paid fees**. If either of us ends your membership during a period in which you have paid membership fees in advance, then we will refund you for the membership fees which relate to any period after the contract has ended. Where you have broken the contract, any repayment may be subject to the deduction of our reasonable expenses or an early termination charge as described in clauses 7.5 and 8.2 below.

5.6. **Late payment administration fee.** If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee for each missed direct debit, to cover our reasonable administration costs.

## 6. Your obligations

6.1. **Your conduct at the Club**. You agree that you will comply with the membership rules of conduct set out at clause 6.2 whilst at the Club or on Club premises. You also agree that you will abide by such reasonable additional rules specific to your Club as may be displayed in the Club from time to time, and agree to abide by such additional instructions as may be reasonably specified by staff at the Club on a case by case basis. You also agree that you will make sure that any guests which you bring to the Club comply with the same rules. Failure to comply with these rules, may result in your membership being suspended and/or terminated with immediate effect.

6.2. **Rules of conduct**. You agree that you will, and (if relevant) any guests that accompany you into the Club will:

6.2.1. dress in a manner that is appropriate to the Club and to the activity you are undertaking, and in particular avoid clothing that is overly revealing, offensive to other members or staff, or is soiled or unhygienic;

6.2.2. show consideration for other members, their guests and staff at the Club;

6.2.3. not use inappropriate, abusive, offensive or foul language;

6.2.4. not behave in a way that is inappropriate, violent, offensive or threatening to any other member, their guests or the staff of the Club;

6.2.5. not bring, use or be under the influence of illegal drugs in any part of the Club's premises;

6.2.6. not be drunk in or about the Club's premises, not drink in areas other than designated drinking areas of the Club's premises, present valid ID if requested for alcohol purchases from our cafe bar and not consume your own alcohol on the Club's premises;

6.2.7. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities; and

6.2.8. not allow your wristband to be used by any other person.

6.3. **Guest Rules**. If you are 18 years old or over, you can request that we admit guests to the Club. Each guest you request we admit will be subject to our approval and will need to give us relevant information about themselves, and must be signed in by you. We may decide not to admit your proposed guest if they reasonably appear to us to be unsuitable, or if the Club is already at or near capacity. You will not be permitted to bring more than 4 guests into the Club at any one time, but we reserve the right to reduce this number or remove this privilege to assist with social distancing. You must pay a fee for each guest you bring into the Club, at the guest rates in force at that time for the appropriate category of guest. A guest may be admitted as either a "social guest" or as a "full guest". Social guests are only permitted to use the café/bar facilities. If a social guest you signed in is found to be using other facilities, this will be a breach by you of your contract with us, and we may issue you with a written warning concerning your conduct. You must make sure any guest you sign in to the Club complies with the conduct rules. If a guest you bring to the Club breaks the Club rules or the conduct rules set out in these terms, this will be a breach by you of your contract with us.

6.4. **Children and young persons**. If you bring any persons under 16 to the Club, you will be responsible for their behaviour whilst they are at the Club. In addition to the general rules applicable to all members, you must abide by the below rules concerning the care and conduct of young people, and make sure that the young person abides by those rules. Each adult member may bring a maximum of 3 young people into the Club with them, depending on the age of the young person:

| Age of Young Person | Number of children per adult member |
|---|---|
| 0-3 years | 1 adult member **per child** in this age category |
| 4-7 years | 1 adult member **per 2 children** in this age category |
| 8-15 years | 1 adult member **per 3 children** in this age category |

If the adult member has more than one child with them, the ratio that applies is the ratio of the youngest child. *For example, if the responsible person has a 2 year old child and a 5 year old child, the number of responsible persons required to supervise the children is two because the 2 year old child requires 1-2-1 supervision.*

A fee is payable for each young person admitted to the Club at listed prices. If a young person you bring to the Club breaks the Club rules or the conduct rules set out in these terms, this will be a breach by you of your contract with us. The rules applicable to persons under 16 years old are that they:

6.4.1. cannot enter the Club unless accompanied by an adult, and must not be left unattended at the Club unless attending an organised activity at the Club;

6.4.2. must not enter the gymnasium area;

6.4.3. must comply with the rules displayed at the Club governing the use of the swimming pool. There will be restricted times and conditions for access to the swimming pool applicable specifically to young people;

6.4.4. can only use the steam bath, whirlpool or sauna facilities if (a) over 12 years of age, and (b) accompanied by an adult; and

6.4.5. are expected to use the changing room designated for their own sex if they are 8 years old or older, or a family changing room (if available).

6.5. **Use of sunbeds**. The use of sunbeds at the Club is only permitted for those aged 18 years and over and sunbed users are required to adhere to such additional rules regarding the use of sunbeds as Bannatyne may from time to time provide.

7. **Your rights to end the contract**

7.1. **Where you have a good reason for ending the contract**. You may end the contract between us by giving us not less than 30 days' written notice at any time, such notice to expire on the last day of the following month (including during the Initial Fixed Term or a Subsequent Fixed Term) if:

7.1.1. we tell you that we are making a permanent material change to the facilities at the Club or the location of the Club under clause 9.1 and you reasonably consider that the change is materially detrimental to you;

7.1.2. we tell you that we are changing these terms under clause 9.2 and you reasonably consider that the change is materially detrimental to you;

7.1.3. subject to clause 5.4 above, we tell you that we are increasing your membership fees under clause 5.4 and you don't want to pay the increased fee;

7.1.4. we commit a serious breach of any provision of these terms;

7.1.5. 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); or

7.1.6. you permanently move away from the area in which the Club is based, such that travelling to the Club is not practical for you, and there is no other alternative club owned by us within a reasonable travelling distance (and you are able to provide reasonable evidence of this to us).

7.2. **Where you have another good reason for ending the contract.** You may end the contract between us by giving us written notice at any time, such notice to expire on the last day of the month in which you provide such notice (including during the Initial Fixed Term or a Subsequent Fixed Term) if you are likely to be unable to use the Club, by reason of a serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate).

7.3. **Where you are outside the Initial Fixed Term**. You may end the contract between us by giving us not less than 90 days' written notice ending on or after the end of the Initial Fixed Term and expiring at the end of a calendar month. We will refund you for any part of a Subsequent Fixed Term which you have paid for in advance in that situation (but we will be entitled to keep a proportionate amount of the membership fee (plus, where relevant, a proportionate amount of any finance charge) in respect of the part of the Subsequent Fixed Term which came before the contract came to an end).

7.4. **Your right to cancel the contract**. If you submitted your membership application either online, by email or over the telephone (but not if you joined in one of our clubs at Reception or at an in-club joining screen), you can cancel your membership within 14 days of your Joining Date (referred to as the "cooling off period") without giving a reason. If you want to exercise this right to cancel, please let us know in one of the following ways:

7.4.1. **Feedback or email**. You can fill in the feedback form at http://www.bannatyne.co.uk/contact/feedback/#feedbackform or email us at customerservices@bannatyne.co.uk. Please provide your name, home address, club location and details of your membership.

7.4.2. **By post**. Use the model cancellation form available at www.bannatyne.co.uk/cancel and post it to us at the address on the form or simply write to us as that address, including the information required in the form.

7.5. **Effect of cancellation**. If you cancel during the cooling off period, we will refund all payments received from you. If you have used the Club during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the Club during the cooling off period. This deduction will be the equivalent of our standard guest pass fee for every time you have visited the Club.

7.6. **If you don't have a good reason to end the contract**. If you are not ending the contract for one of the reasons set out in clauses 7.1, 7.2 or 7.3 your contract will end 90 days (and to expire at the end of a calendar month) after you give us notice in writing of your intention to end the contract. In that case, we will charge you a termination fee. The termination fee will not be any more than your membership fees for the remainder of your Initial Fixed Term less any costs we save and the benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your termination fee 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 your membership application process and by accepting these terms, you authorise us to do so. We will give you reasonable notice before making the charge.

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8. **Our rights to end the contract**

8.1. **We may end the contract if you break it.** We may end the contract and your membership immediately at any time by giving you notice in writing if:

8.1.1. you commit a serious breach of any provision of these terms (including in particular the conduct rules set out at clause 6, or the Club rules);

8.1.2. you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor (including, in particular, the conduct rules set out at clause 6, or the Club rules);

8.1.3. you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;

8.1.4. your membership has previously been revoked or we are currently in dispute with you and you have joined one of our Clubs without our prior written consent; or

8.1.5. we reasonably believe that your continued membership of the Club poses a risk to the safety or wellbeing of other members, their guests or our staff of the Club, or to the reputation of Bannatyne.

8.2. **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 8.1 we will refund any membership fees you have paid in advance but we may deduct (or charge you additionally) for any reasonable compensation for the net costs we will incur as a result of your breaking the contract. This may include the costs incurred by Bannatyne for instructing a debt collection agency to recover any membership fees that you owe us.

8.3. **Where you are outside your Initial Fixed Term**. We may end the contract between us by giving you not less than 30 days' written notice.

8.4. **We may end the contract if the Club closes**. If the Club closes or becomes unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the Club or the area around it), we can end the contract immediately by giving you notice. If we decide to close the Club for business or operational reasons, we can end the contract by giving you at least 30 days' notice in writing.

9. **Our right to make changes**

9.1. **Changes to the Club's facilities**. We may make changes to the Club's facilities and equipment at our discretion from time to time for any of the reasons listed in clauses 9.3 or 9.4. Where that change is material, such as changing the location of the club, or permanently ceasing to provide an important facility we previously provided (for example a swimming pool), we will give you at least 30 days' written notice of the change. Upgrading works or temporary closures to the Club's facilities or premises does not constitute a material change for the purposes of these terms.

9.2. **Changes to these terms**. We will not change clauses 5.4, 9 or 10 of these terms. We may make any other changes to these terms at any time for any of the reasons listed in clauses 9.3 or 9.4. We will give you 30 days' written notice of any changes to these terms by posting a notice on our website (https://www.bannatyne.co.uk/legal) and displaying a notice in the Club at Reception.

9.3. **Reasons for making changes**. We may make changes to the facilities at any club or to the terms of the contract, or to the price we charge you, for any of the following reasons:

9.3.1. we may change, remove, or improve or add to our service offering at any club at our discretion as this ensures we respond to customer needs and remain competitive;

9.3.2. the cost to us of providing the facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);

9.3.3. to introduce new charges where the cost of running our business increases;

9.3.4. we reorganise the way we structure or run our business;

9.3.5. other valid legal or regulatory reasons; or

9.3.6. we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

9.4. **Other reasons for changes**. We provide access to the Club's facilities on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

10. **Our responsibility for loss or damage suffered by you**

10.1. **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

10.3. **We are not liable for business losses**. We only supply the services for private use. If you use the services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4. **We are not liable for valuables**. We are not liable in any circumstances to damaged, lost or stolen valuables whilst you or your guests are on the Club's premises, including in locked lockers in the changing rooms, in the pool area or any other part of the Club. We recommend that no valuables are brought to the Club.

11. **How we may use your personal information**

11.1. **How we will use your personal information**. We will use the personal information you provide to us to:

11.1.1. provide the services associated with your membership;

11.1.2. process your payment for such services; and

11.1.3. to inform you about other products or services that we provide, but you may stop receiving these communications at any time by contacting us.

11.2. **We or our third party payment agent may pass your personal information to credit reference agencies.** Where we extend credit to you by allowing payment by direct debit or instalment payment plan, we (or our third party payment agent) may pass your personal information to credit reference agencies and they may keep a record of any search that they do. In addition, use of our third party payment plan and any payments you miss under it will

be reported to credit reference agencies and may affect your ability to obtain credit from lenders in the future.

11.3. **We will only give your personal information to other third parties where the law either requires or allows us to do so**.

11.4. **Privacy Notice.** More information about how we use your personal information can be found in our Privacy and Cookies Notice: https://www.bannatyne.co.uk/legal

11.5 Under the General Data Protection Regulation, you have the right to request a copy of the information that we hold on you or for us to delete it. If you wish to make such a request, please write to us at legaldept@bannatyne.co.uk.

12. **Other important terms**

12.1. **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.

12.2. **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.

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.