

W6 GYM MEMBERSHIP AGREEMENT – Gym email: info@w6gym.com

This is a membership agreement between you the "Member", and W6 GYM "the Gym". On joining W6 Gym you agree to these terms and conditions.

All membership payments are due in advance. The Gym allow you to use the Gym immediately on joining, therefore on choosing the monthly membership type, Member agrees to one month's membership before actioning any cancellation. All membership payment must be set up within 24 hours of joining.

The Gym may change membership dues under this agreement by posting of such change in the Gym at least 30 days in advance of such change. **Non-contract members will need to provide 0 days' notice to terminate their contract.** Members wishing to terminate their memberships will be required to do so at least 7 working days **before** their next bill date. Cancellations made with less than 7 working days may still be billed and cannot be refunded to the member.

When cancelling any membership type, Member must email notification of cancellation to info@w6gym.com. It is the Member's full responsibility to cancel their direct debits or standing orders, not that of W6 GYM.

Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the gym training facilities, and equipment therein, and the Gym reserves the right to revoke this membership for case if Member fails to keep and obey any such rules and regulations, or for reasons of nuisance, disturbance to other members or staff, moral turpitude or fraud. Without limiting the Member's obligation to obey the rules and regulations of the gym presently in force in the future prescribed, Member agrees that they will obey the following rules:

- $\circ~$ Always consider other members' rights and privileges while they are training
- $\circ~$ Always pay membership dues on time
- $\circ~$ Always replace gym equipment on their proper racks at the end of each set

 $\circ\;$ Always follow directions on proper use of training equipment and asking for directions when necessary

- $\circ\;$ Always dispose of rubbish in the proper places
- o Always treating members of staff with the fullest respect and courtesy at all times

 $\circ\;$ Always accept fullest responsibility for any damage done to equipment or property due to misuse of the equipment

As of 1 January 2024, members will no longer be able to freeze memberships for any period of time. Any memberships currently frozen before 1 January 2024 will be unfrozen and current membership prices will be charged from January 2024.

Memberships are only valid if the holder is over the age of 16.

Without limiting the Gyms ability to terminate this membership for cause, the Gym may terminate this membership for any reason at any time. If the Gym elects to terminate, the Gym will refund a pro rata portion of any dues applicable to future month(s).

It is expressly understood and agreed that this contract is not assignable or transferable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

It is further agreed that all exercises including the use of weights, number of repetitions, and use of all machinery, equipment, and apparatus for exercising and the use of the Gym's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by gym employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be the Member's entire responsibility, and the Gym shall not be liable to Member or Member's family for any claims, demands, injuries, damages or actions arising due to injury to Member's person or property arising out of, or in connection with the use by Member of the services and facilities of the Gym or premises where same is located. If Member brings any personal property onto the premises of the Gym or the Gym's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Gym is not responsible in any way for damage to, or loss of any personal property which Member brings onto the premises of the Gym or the Gym's parking area, including but not limited to, losses due to theft, damage or car accident. Member hereby holds the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family and Member's executors, administrators, and personal representative's for any such injuries or claims aforesaid and Member for themselves and on behalf of their family, executors, administrations and personal representatives does hereby forever release and discharge the gym, it's successors, assigns, owners, officers, directors, employees, and agents from all claims demands, injuries, damages, actions loss and expenses. This section will survive any cancellation of this agreement.

BY JOINING ONLINE TODAY MEMBER ACKNOWLEDGES AND CONSENTS TO THE AGREEMENT TERMS OF W6 GYM. LONDON POSTCODE GYMS LTD – W6 GYM ARCH 200 PREBEND GARDENS, LONDON, W6 0XT – Company number: 09286724