

Terms and Conditions

Important – Please Read These Terms and Conditions Before Joining

The following is a summary of your Membership Terms and Conditions. Please ensure you read the full Terms and Conditions before joining.

1. The Agreement

I agree to comply with the full Terms and Conditions of Membership set out in this Agreement and the current edition of the Club Rules. I may only use the Club facilities while my membership is current, active and fully paid.

2. Membership Commitment

My initial Commitment Period begins on my membership start date and continues until it is terminated in accordance with these Terms and Conditions.

3. Termination

I may terminate this Agreement and receive a full refund within the 14-day cooling off period, provided you have not accessed or used any Club facilities or services.

After my Commitment Period has expired, I must give one full calendar months' notice to terminate my membership in accordance with Section 7 of these Terms and Conditions.

Cancelling my Direct Debit instruction or recurring card payment with my bank does not constitute notice of cancellation.

4. Membership Suspension

If I am unable to use the Club facilities due to illness or injury, I may request to suspend my membership for a continuous period of between one and six months in accordance with Section 6 of the full Terms and Conditions. If you do not wish to continue your membership at the revised membership fee, you may terminate your membership in accordance with Section 7.

5. QR Code

My QR code is issued solely for my personal use to enable access to the Club. It is non-transferable, and any misuse constitutes a serious breach of these Terms and Conditions, which may result in the suspension or termination of my membership.

6. Transfer and Reciprocal Access

My membership may allow me to use other Fervid Fitness clubs in accordance with the rules set out in Section 13 of the full Terms and Conditions.

7. Defaulted Payments and Charges

If a Direct Debit or recurring card payment is unsuccessful, I will be contacted by the Club. Missed payments may result in administration charges, suspension of my membership and deactivation of my Club access in accordance with Section 5 of the full Terms and Conditions. The Club also reserves the right to refer any outstanding arrears to a debt collection agency.

8. Privacy Notice

By entering into this Membership Agreement, I acknowledge that Fervid Fitness Ltd may collect, process, store and use my personal data for the purpose of providing the services associated with my membership.

Fervid Fitness Ltd is the data controller for my personal information and will process it in accordance with its Privacy Policy, which is available at www.fervidfitness.co.uk. Appropriate safeguards are in place to protect my personal data and my rights in accordance with applicable data protection legislation.

Declaration

Please make your own decisions regarding the type and intensity of exercise programme you undertake.

By joining the Club and throughout my membership, I confirm that:

- a)** I will familiarise myself with the instructions displayed within the Club, in the member app and on all fitness equipment regarding its safe and proper use. If I require assistance, I will seek guidance from a qualified member of staff or Personal Trainer before using any equipment or participating in any class.
- b)** I have considered my own level of fitness and will exercise within my own capabilities, taking into account any disabilities or medical conditions that may affect my ability to exercise safely.
- c)** I understand that the Club may be unstaffed during certain opening hours and accept that it is my responsibility to stop exercising immediately if I feel unwell or require assistance, whether using the gym facilities or participating in virtual classes.
- d)** If I have any medical condition or concern that may affect my ability to exercise safely, I will seek advice from an appropriate medical professional before undertaking any exercise programme or class provided by the Club.

1. Definitions

1.1 Fervid Fitness Ltd, we, us or our means Fervid Fitness Ltd, trading as Fervid Fitness.

1.2 Member, you or your means any individual who has entered into a Membership Agreement with Fervid Fitness.

1.3 The Club or Home Club means the Fervid Fitness club at which your membership is primarily registered.

2. Membership

2.1 By entering into this Membership Agreement, you agree to comply with these Terms and Conditions of Membership and the current Club Rules, as amended by Fervid Fitness from time to time throughout your membership.

2.2 You may only use the Club's facilities and services while your membership is current, active and fully paid, or where alternative payment arrangements have been agreed by Fervid Fitness.

2.3 By entering into this Membership Agreement, you acknowledge that Fervid Fitness Ltd is the data controller for the personal information you provide. We will collect, process and store your personal data in accordance with our Privacy Policy, which is available at www.fervidfitness.co.uk.

Your personal data may be processed on our behalf by carefully selected third-party service providers, including providers located outside the United Kingdom or European Economic Area (EEA), where appropriate safeguards are in place to protect your personal data and your rights in accordance with applicable data protection legislation.

3. Duration

3.1 When you join the Club, you agree to remain a member for the minimum fixed commitment period commencing on your membership start date and ending on the Commitment Period end date shown on your Membership Agreement (the "Commitment Period"). If your membership is suspended in accordance with Section 6, your Commitment Period will be extended by the length of the suspension.

If you pay your membership fees monthly, your membership will automatically continue after the Commitment Period at the membership fee applicable to your membership type at that time unless it is terminated in accordance with Section 7 of these Terms and Conditions.

You may terminate your membership by giving one full calendar month's notice through the Fervid Fitness member app. Your notice period will expire at the end of the following calendar month. For example, if you submit your cancellation request on 19 November, your membership will end on 1 January, and your December membership fee will remain payable.

If you pay your Commitment Period membership fees in full in advance, your membership will automatically end on the expiry of your Commitment Period unless otherwise agreed.

3.2 If you join the Club before it officially opens, your Commitment Period will commence on the Club's official opening date.

4. Membership Fees

4.1 Fervid Fitness reserves the right to determine and periodically review the level of membership fees.

4.2 We reserve the right to change membership fees from time to time. However, your membership fee will not increase during your Commitment Period unless required by law or where otherwise stated in these Terms and Conditions.

4.3 If your membership fee is due to increase after your Commitment Period has ended, we will provide you with at least 30 days' written notice by email before the new fee takes effect.

5. Default and Late Payment

5.1 If your Direct Debit or recurring card payment is unsuccessful, we will contact you to notify you of the missed payment. We reserve the right to make further attempts to collect any outstanding payment and, where appropriate, refer unpaid amounts to a debt collection agency.

We may charge an administration fee of up to £15 for each failed Direct Debit or recurring card payment where permitted by law.

5.2 If any membership fees remain unpaid for more than 30 days after the due date, the remaining membership fees due for the remainder of your Commitment Period may become immediately due and payable. During any period in which your membership fees remain unpaid, Fervid Fitness reserves the right to suspend your membership, deactivate your access to the Club and recover any outstanding arrears.

5.3 Any unpaid membership fees referred to a debt collection agency may be subject to an administration charge of up to £30 to cover reasonable collection costs. You will also be responsible for any additional legal or recovery costs that are lawfully recoverable.

5.4 We may appoint a third-party payment processor to collect your monthly or annual membership payments by Direct Debit or recurring card payment. There will be no additional charge to you for the payment processing services provided by our appointed payment processor.

6. Suspension of Membership

6.1 If you are unable to use the Club facilities due to illness or injury, you may request to suspend your membership for one continuous period of no less than one month and no more than six months.

6.2 We reserve the right to request reasonable evidence of your illness or injury, such as a doctor's certificate, before approving your suspension request.

6.3 A reduced monthly suspension fee, as determined by the Club at the time of your request, will be payable throughout the suspension period.

6.4 Any suspension during your Commitment Period will extend the Commitment Period by the same length of time as the suspension.

6.5 Your notice period to terminate your membership cannot run at the same time as a suspension period.

7. Cancellation

7.1 Notice of Cancellation

You may terminate your membership by giving one full calendar month's notice. Notice must be submitted through the Fervid Fitness member app by selecting:

Me > Memberships > [Your Membership] > : (three dots) > End Membership

The date your cancellation request is successfully submitted through the member app will be used to calculate your notice period.

7.2 Commitment Period

If notice is submitted during your Commitment Period, your membership will terminate on the later of:

- the expiry of your Commitment Period; or
- one full calendar month after your cancellation request is submitted,

unless you are entitled to cancel earlier under clauses 7.3 to 7.7.

Cancelling your Direct Debit instruction or recurring card payment with your bank or card provider does not constitute notice of cancellation and does not end your membership. Text messages, social media messages and verbal requests are not accepted as notice of cancellation.

7.3 Cooling Off Period

You have a statutory 14-day cooling off period beginning on the day your membership starts (Day 1). You may cancel your membership within this period by submitting your cancellation through the Fervid Fitness member app.

If you cancel during the cooling off period and have not used the Club or its facilities, you will receive a full refund of any membership fees and joining fee paid.

If you have used the Club or its facilities during the cooling off period, you will not be entitled to a refund unless required by law.

7.4 Medical Cancellation

You may request to terminate your membership before the end of your Commitment Period if you are unable to use the Club due to a serious illness or injury that is expected to prevent you from using the facilities for a continuous period of at least six months.

Cancellation requests must be submitted through the member app and supported by reasonable evidence, such as a doctor's certificate.

Where approved:

- Paid-in-full memberships will receive a pro-rata refund, less any joining fee.
- Monthly memberships will require payment of one further month's membership fee in accordance with the notice period. Any joining fee remains non-refundable.

7.5 Pre-Sale Memberships

Where this agreement relates to a Founder or Pre-Sale Membership, you may cancel your membership by submitting your cancellation through the member app within 14 days of the Club's official opening date.

If approved, any payments made will be refunded in full.

7.6 Relocation

You may request to terminate your membership during your Commitment Period if you permanently relocate more than 15 miles from your Home Club and there is no other Fervid Fitness club within 15 miles of your new address.

Your cancellation request must be submitted through the member app and accompanied by proof of your new address. Acceptable documents include:

- Utility bill
- Council Tax bill
- Formal tenancy agreement
- House purchase completion statement

Documents must be dated within the previous two months.

Where approved:

- Paid-in-full memberships will receive a pro-rata refund, less any joining fee.
- Monthly memberships will require payment of one further month's membership fee in accordance with the notice period. Any joining fee remains non-refundable.

The 15-mile rule may be amended for clubs located within major cities.

7.7 Redundancy

If you are made redundant from your primary employment during your Commitment Period, you may apply to cancel your membership by submitting your cancellation through the member app together with a copy of your redundancy letter.

Where approved, your membership will terminate following one full calendar month's notice.

Paid-in-full memberships will receive a pro-rata refund, less any joining fee.

For monthly memberships, one further month's membership fee remains payable during the notice period. Any joining fee remains non-refundable.

7.8 Confirmation of Cancellation

It is your responsibility to ensure that your cancellation request has been successfully submitted through the member app.

A confirmation will be displayed within the app and/or sent by email. If you do not receive confirmation, you should contact the Club before your next scheduled payment date.

Failure to cancel your membership using the prescribed method will mean your membership remains active and membership fees will continue to be payable until valid notice has been received.

8. Maintenance of Club Facilities

8.1 The Club may be temporarily closed for periods of up to two weeks in any calendar year to carry out essential maintenance, repairs or improvements.

We will use reasonable endeavours to provide advance notice of any planned closures by publishing details on our website, social media channels and/or within the Club. You acknowledge that closures of up to two weeks in any calendar year are reflected in the cost of your membership and do not entitle you to a refund or reduction in membership fees.

8.2 We reserve the right to introduce an annual facility maintenance fee of no more than the equivalent of one month's membership fee.

If such a fee is introduced, we will provide you with at least 60 days' written notice of the amount payable and the date on which it will be collected. By entering into this Membership Agreement, you authorise our designated payment processor to collect this fee using your existing payment method.

9. Safety Notices

9.1 The Club is monitored by 24-hour recorded CCTV surveillance, and all access to the Club is electronically logged. You must not allow any non-member to enter the Club or bring a guest into the Club without the prior written consent of the Club.

If this policy is breached, the Club reserves the right, where reasonable in the circumstances, to charge the applicable guest fee, suspend or terminate your membership, require payment of any outstanding membership fees due for the remainder of your Commitment Period, and apply an administration charge of up to £40 where appropriate.

9.2 Where the Club has given prior consent for you to bring a guest, your guest must pay the applicable guest fee, meet the Club's minimum age requirement and provide valid photographic identification with proof of age upon arrival where requested. This requirement does not apply to members aged 11 to 17 years.

9.3 You are responsible for wiping down any equipment after use and returning all weights and equipment to their designated storage locations.

9.4 You must use all safety features provided on the equipment. If you are unsure how to use any equipment safely, you must not use it until you have received instruction from a member of staff or a qualified Personal Trainer.

9.5 You are responsible for familiarising yourself with the safety and security procedures operating within your Home Club.

9.6 The use of abusive or offensive language, threatening or violent behaviour, damage to or misuse of Club equipment, the use of alcohol or illegal substances, smoking or vaping within the Club, or any other antisocial or dangerous behaviour may, at the Club's sole discretion, result in the suspension or termination of your membership. Where applicable, we reserve the right to recover any membership fees that become due under this Agreement and to take appropriate action to recover outstanding sums.

9.7 Members must read and comply with all Health and Safety notices displayed within the Club. You must follow all instructions regarding the safe and proper use of the Club's

facilities and equipment. As the Club may be unstaffed at certain times, you must not use any equipment with which you are unfamiliar or for which you have not previously received appropriate instruction from a qualified member of staff.

9.8 For safety and security reasons, you must be at least 11 years of age to become a member of Fervid Fitness.

9.9 To protect the operation of the Club's security systems, CCTV and other technology, you may be required to refrain from using certain devices, technologies or applications where they may interfere with the safe and secure operation of the Club.

9.10 A photograph will be taken when you join the Club. This photograph is used solely for safety, security and access control purposes, including monitoring unauthorised entry (tailgating), and will be stored securely on the Club's membership database in accordance with our Privacy Policy.

9.11 Where required by law or official government guidance, the Club may introduce additional safety measures or operational restrictions, including but not limited to limits on occupancy, revised opening hours or other health and safety requirements. Any such measures, implemented as a result of circumstances beyond the Club's reasonable control, will not constitute a reduction in the services provided under this Membership Agreement.

10. Notices

10.1 Membership cancellation requests must be submitted through the Fervid Fitness member app in accordance with Section 7 of these Terms and Conditions.

10.2 Any other notices from you to the Club or Fervid Fitness must be submitted in writing or by email and addressed to the Club Manager at your Home Club.

10.3 If you send a notice by email and do not receive a response within 7 days, you should contact the Club to confirm that your email has been received.

10.4 Fervid Fitness reserves the right to request reasonable evidence of posting or delivery where there is no record of receipt, or where the date of a notice appears inconsistent with the date it was received. In such circumstances, the notice will be deemed not to have been served unless satisfactory evidence is provided.

10.5 Any notice delivered by hand to the Club should be acknowledged with a receipt by a member of staff.

10.6 Notices from Fervid Fitness to you may be sent by email to the email address held on your membership account, by post to your last known postal address, or by notification through the Fervid Fitness member app where appropriate.