

Welcome to **JUST.MOVE Gyms** membership. Your membership is governed by these terms and conditions (the "Terms"). You should therefore read these Terms carefully before you become a member as they explain your and our legal rights and contain important information about our contract with you. If you have any questions, please contact us before you confirm your membership by contacting us enquiries@justmovegyms.com.

Your completion of the sign up process constitutes your acceptance of these Terms. If you are not prepared to accept these Terms, you should not complete sign up and should not use our service in any manner. Further, (for new and current members) your continued access and use of our gyms constitutes your acceptance of these Terms.

Membership Terms & Conditions

General (Applies to All Membership Types)

1. You can complete the joining process either online (www.justmovegyms.com) or in person at Just.Move Gyms.
2. Please make sure the details you provide about yourself are complete and accurate.
3. You must select which membership type when you sign up, monthly noncontract or annual.
4. Upon completion of your sign-up process, you will receive a confirmation email from Just.Move Gyms, containing information on how to download our App to obtain your QR access code and your membership starts immediately.
5. Access code must not be shared with any other persons, this will be a breach of T&Cs of memberships, your membership may be cancelled as a result of fraudulent use of membership.
6. In the interests of the safety and security of all our members, use of access codes are monitored and individuals may be asked to provide proof of identification.
7. If we have reasonable grounds for believing that you knowingly provided your access code to another individual or individuals or allowed unauthorised entry following your entry to the gym (e.g. tailgating), we may hold you responsible for the conduct of such individual(s) and hold you responsible and liable for any loss we suffer because of that conduct.
8. No refunds will be given for activities unavailable within our memberships.
9. Member's usage is the responsibility of the member. Non-usage will not warrant a refund under any circumstances.
10. Members are responsible for managing their own direct debit.
11. All members must confirm they are 16 years and over.
12. All Members must read and sign a Health Commitment Statement (HCS) form either digitally or at site prior to entering the gym for the first time. (T&C of membership)
13. You must ensure that all the details provided when you sign up and on your Health Declaration are true and correct.
14. Members agree and understand that participation in any exercise is at their own risk.
15. Appointments/Inductions are offered free of charge for all members of Just.Move Gyms. It is the responsibility of the member to book in for a gym appointment.
16. If a member chooses not to book in for an appointment it is the responsibility of the member to ensure they can safely operate all gym equipment.
17. As a Just.Move Gyms member, you agree to provide a photograph for the purposes of your membership. This is to stop fraudulent use of your membership.
18. Just.Move Gyms will endeavour to give prior notice of any alteration to or cancellation of activities but reserve the right to do so without prior notice. Just.Move Gyms cannot be held responsible for any services or equipment not being available, for whatever reason.
19. Where a maximum number applies, admittance to activities will be strictly on first-come first-served basis.
20. Just.Move Gyms accept no responsibility for loss or damage to a member's personal effects, or personal injury to the member whilst on Just.Move Gyms property, except in so far as such loss, damage or injury is, by law, incapable of exclusion.
21. Just.Move Gyms respects the rights of their customers and staff and will not tolerate violent, abusive or intimidating behaviour within their clubs or over the phone. Persons exhibiting unacceptable behaviour will be asked to leave the premises and may be prosecuted. CCTV cameras are in operation within the gym and around the club. Nor will Just.Move Gyms tolerate any abuse by telephone or in writing to any of their staff.
22. Appropriate attire for the activity should be worn within the facilities.
23. Just.Move Gyms reserve the right to refuse admission to products and services provided.

24. **GYM CLOSURES** If any individual gyms are forced to close for a prolonged period of time for any reason then: We shall be entitled to immediately suspend our provision of gym and/or membership services to you for the duration of the closure period. We may freeze your membership and suspend all collections of your payments to us for the duration of the closure period.
25. A Just.Move Gyms membership, signed up online has a 14-day cooling off period in which the member can cancel their membership in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The 14-day cooling off period commences from the date of the purchase online of a new membership and from the date of commencement of renewal for a renewed membership. To cancel a membership purchased online within the 14-day cooling off period you must email enquiries@justmovegyms.com to confirm you wish to cancel. Any usage during this period will be calculated at the standard rate for that activity and charged back to the member unless a Direct Debit payment has been processed whereby the calculated usage will be deducted from any refund owed.
26. Just.Move Gyms reserves the right to review and/or alter these terms and conditions at any time. Notices will be displayed in club at Just.Move Gyms and, where an email address has been provided the reviewed and/or altered terms and conditions will be served on members by email.
27. **PRICE INCREASE** From time to time we may need to increase the price of a Membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period: if you are a monthly member, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.
28. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
29. No failure by Just.Move Gyms to enforce any provision in these terms and conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these terms and conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
30. A person who is not a party to these terms and conditions shall not have any rights under or in connection with them.
31. Written notices that are required to be given under these terms and conditions by Just.Move Gyms will be sent by email to the member where an email address has been provided on the Just.Move Gyms membership database. All notices sent by email will be deemed to have been received by the member 24 hours after sending providing no non-delivery notice is received by the Just.Move Gyms. It is the responsibility of the member to ensure email addresses are up to date and accurate. All other notices required to be given by Just.Move Gyms will be placed in a prominent position within the Gym facilities.
32. **MEMBERSHIP FREEZE** You can freeze your membership at any time, for any reason, for a minimum of 1 month, providing you give 14 days' notice. You can freeze the Membership for up to 3 months (the "Freeze Period"). You may only request 1 Freeze Period in any 6 months' period.
33. Direct Debit paying members payments will restart automatically for your membership at the end of the suspension period.
34. Annual members who suspend will have their membership extended by the period they have requested.
35. Suspensions must always cover full calendar month periods with the contract expiry date suitably extended.

Annual memberships

1. Under no circumstance will a refund be given to members who have purchased an Annual upfront payment membership who attempt to cancel their membership prior to its expiry date after the 14-day cooling off period.
2. All General Terms & Conditions apply.

Direct Debit memberships

1. Direct Debit fees will be collected on the 1st of each month or the first available date after, should the 1st fall on a weekend or a public holiday.
2. All Direct Debit memberships are subject to a pro-rata payment at the point of sign-up. This payment will vary due to the number of days until the next available Direct Debit collection date.
3. Members who have payment arrears on a previous Just.Move Gyms membership cannot take out a new membership or access any membership subscription until the arrears have been paid.
4. All Direct Debit memberships require 30 days' notice to cancel from the next Direct Debit collection date.
5. Cancellation requests must be processed in writing enquiries@justmovegyms.co.uk
6. During the cancellation period members will have full use of their membership.
7. Members who cancel their Direct Debit with their bank without informing Just.Move Gyms will enact our recovery process for all outstanding fees. This may result in court proceedings which could affect your credit rating.

8. Members whose Direct Debits are returned unpaid will enact our recovery process for all outstanding fees. This may result in court proceedings which could affect your credit rating.
9. Unpaid Direct Debits will be subject to a late payment fee of £5.
10. All our Direct Debit memberships are covered under the banks Direct Debit Guarantee Scheme.
11. Members who are the primary payer for other direct debit memberships are responsible for the payment of these memberships. Should a Direct Debit be returned unpaid then all associated memberships will be suspended until the arrears are paid in full. Members will not be able to access the services until arrears are cleared.

One-month memberships

1. One-month memberships can be purchased, however at a maximum of two concurrent months.
2. One-month memberships cannot be purchased for more than two concurrent months at any one time.
3. Should additional one-month memberships be purchased a gap of six months will be required.