

## **Condition Gym, Leeds - Terms and Conditions**

### **1. Interpretation**

The following definitions and rules of interpretation apply in these terms and conditions.

#### **1.1 Definitions**

**Commencement Date:** the date on which you complete the sign-up process for the Gym and your Membership begins.

**Direct Debit:** the payment agreement with your bank for the payment of the Monthly Fee.

**Gym:** the gym known as Condition Gym, located at 4 The Boulevard, Leeds, LS10 1PZ.

**Gym Rules:** the rules and regulations of the Gym are amended from time to time, which can be made available to you on request from the Commencement Date (further copies may be issued to you from time to time on request).

**Membership:** your membership of the Gym, which is subject to these terms and conditions (as may be amended from time to time).

**Monthly Fee:** the fee payable (as may be varied from time to time) by you to All Work and Social Limited each month for your Membership, the value of which you shall be notified of in advance of the Commencement Date and which is payable in accordance with clause 3.

**Term:** the period from and including the Commencement Date to and including the date your Membership is terminated pursuant to clause 4.

### **2. Membership**

2.1 The Gym is operated by All Work and Social Limited (“us”, “we”, “our”).

2.2 We agree to provide you with a Membership for the Term subject to these terms and conditions.

2.3 Your Membership shall commence on the Commencement Date and shall continue for the Term.

2.4 By signing up for a Membership you agree to comply with these terms and conditions and the Gym Rules.

2.5 Your use of the Gym is conditional upon your payment of the Monthly Fee in accordance with clause 3 below.

### **3. Fees**

3.1 You agree to pay:

- (a) on the Commencement Date, the first Monthly Fee in advance, for the period from and including the Commencement Date to and including the date one month after the Commencement Date; and
- (b) thereafter, the Monthly Fee in advance each month of the Term by Direct Debit on the relevant due date for payment (being the date of each calendar month that the Commencement Date fell on).

3.2 The Monthly Fee is not fixed for the Term. We will periodically review the Monthly Fee and reserve the right to amend the Monthly Fee on 30 days' written notice to you.

3.3 If you do not make payment of the Monthly Fee by the relevant due date for payment, we will write to you to advise you of the payment being overdue. If you do not make payment within three working days of the due date, your Membership may be cancelled pursuant to clause 4.1(b) below.

3.4 In the event of payment continuing to be overdue, we reserve the right to refer any outstanding balance to a debt collection agency. You will be liable to cover any charges that may be incurred as a result of the involvement of a debt collection agency.

### **4. Termination**

4.1 We may terminate your Membership immediately without notice:

- (a) if you are in breach of these terms and conditions or of the Gym Rules;
- (b) if any part of the Monthly Fee remains unpaid three working days after the due date for payment; or
- (c) if we determine that you have provided us with details which you know to be false when applying for your Membership, and the false declaration would have reasonably affected our decision to grant you a membership.

4.2 If we terminate your Membership under clause 4.1:

- (a) you will be unable to access the Gym from the date of termination;
- (b) you shall immediately make payment for any overdue Monthly Fees as at the date of termination;
- (c) you will be liable to pay the Monthly Fee for a further 30 days following the date of our termination (on your usual payment date); and

- (d) we reserve the right to charge you for additional fees to cover any reasonable costs incurred in terminating your Membership, which shall be payable by you immediately on receipt.

4.3 You may terminate your Membership:

- (a) on 30 days' written notice to us;
- (b) immediately on written notice if you are unable to use the Gym due to serious illness or injury likely to preclude you from using the Gym for a period of 6 months or more; or
- (c) immediately on written notice if we notify you in writing that the Gym will be closed for a period of 30 days or more.

4.4 For the avoidance of doubt, in the event of your termination of your Membership under clause 4.3, you shall not need to make payment for any further Monthly Fees from the date termination takes effect (though any Monthly Fees overdue as of the date your termination takes effect shall be immediately payable). Cancelling your Direct Debit is not a valid method of cancelling your Membership.

## **5. Access fobs**

5.1 On the Commencement Date, you shall be issued with an access fob to allow you to gain access to the Gym.

5.2 Access fobs are strictly for your own use as a member of the Gym. If you allow another person If you allow your access fob to be used by another person this will constitute a breach of these terms and conditions and may result in your Membership being terminated pursuant to clause 4.1(a).

5.3 If you lose your access fob, you should report this to us as soon as practicable. We reserve the right to charge an administration fee for the provision of a replacement access fob (in addition to the Monthly Fee).

## **6. Gym Rules**

6.1 We may amend the Gym Rules from time to time in order to ensure the health and safety of members. Any temporary amendments to the Gym Rules will be clearly displayed on notices in the Gym, and we will provide 30 days' written notice of any permanent changes to the Gym Rules (except in the case of emergency).

6.2 Notwithstanding clause 4.3(c), we reserve the right to temporarily adjust the availability of certain facilities or close the Gym on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

6.3 You may store your property in the lockers at the Gym, but any property is stored at the owner's risk pursuant to the liability exclusions under clause 7.

## **7. Limit of liability**

7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 Nothing in this clause 7 shall limit your payment obligations under these terms and conditions.

7.3 Nothing in this clause 7 limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

7.4 Subject to clause 7.3, our total liability to you shall not exceed the total of Monthly Fees paid by you in respect of your Membership in the year prior to the cause for action.

7.5 Subject to clause 7.3, we will not accept any liability for any loss, damage to or theft of money, valuables, or other personal property of members, or any of the following excluded categories of loss:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) indirect or consequential loss.

## **8. Health & Safety**

Members must read all health and safety notices displayed in the Gym and comply with the recommendations.

**9. Notices**

- 9.1 Any notice given to you by us under or in connection with your Membership shall be in writing and shall be sent by email to the email address you provide to us during the sign-up process for your Membership (or any email address subsequently substituted by you):
- 9.2 Any notice given to us by you under or in connection with your Membership shall be in writing and shall be sent by email to the following email address (or such alternative email address as we advise you of): [info@allworkandsocial.com](mailto:info@allworkandsocial.com).
- 9.3 Any notice served under this clause 9 shall be deemed to have been received at the time of transmission.

# House Rules



Condition's House Rules are designed to provide information on how the gym operates to ensure safe and enjoyable use of the wellbeing facilities for all members.

If you have any suggestions or queries relating to Condition's House Rules, please contact [leeds@conditiongym.com](mailto:leeds@conditiongym.com)

## Operational Hours

Monday to Friday: 06:00 - 22:00

Weekends: 07:30 - 21:00

## Access Fobs/QR Code

Members will require an access fob/QR code in order to gain entry to Condition. A physical wristband fobs can be bought for the price of £5. Please kindly note, your access fob is non-transferrable and must be for your sole use. Any misuse of fobs or assisting non-members to gain access will result in immediate cancellation of membership with no refund of fees paid.

## Gym Etiquette

Condition aims to support members' wellbeing goals in an inclusive and welcoming space. As such, Condition's community is required to behave in an appropriate manner - which is not to cause distress, offence or harm to others.

We kindly ask you to take care of Condition's property and gym equipment. Members may be liable for the cost of repair or replacement of damaged equipment in the event of improper use.

Appropriate sportswear and footwear with non-marking soles must be worn in all activity areas.

## Lockers / Personal Property

Condition accepts no liability for loss or damage to any property stored in the gym lockers. Lockers are to be used only for the duration of the activity and not overnight. Lockers are inspected and emptied on a regular basis.

# House Rules



## Membership Fees

Membership fees are set by Condition and may be altered at any time. Members will be notified of any changes in writing. Memberships are payable monthly on a rolling contract.

## Cancelling Your Membership

If you wish to cancel your membership please send your cancellation request, giving 30 days notice, via email directly to [leeds@conditiongym.com](mailto:leeds@conditiongym.com).

Condition reserves the right to suspend or terminate any membership if the House Rules are not adhered to.

## Personal Training

Please note, unauthorised personal training (whether for financial gain or otherwise) is not permitted within Condition. Please speak to a member of Condition's team should you wish to enquire about a personal training consultation with our approved trainers, or to discuss an exclusive program to help you reach your goals.

## Class Schedules

Full details of classes can be found on your members' app. Spaces are limited in order to deliver the classes effectively and capacity may vary depending on the type of class. To attend a class, please book your space via the app. If you can no longer make the class, please cancel to allow space for other members.

## Cameras/Recording Devices

In the interests of Condition members, no filming, photography or live recordings by members is permitted within Condition.

Please note, at any time Condition may wish to capture photography/filming of a class or an event for marketing purposes and to provide virtual fitness classes. By attending an event, you consent to the possibility of being featured within the photography and/or recordings, and the distribution of such content online. If you have any concerns, please contact [leeds@conditiongym.com](mailto:leeds@conditiongym.com).

# House Rules



## CCTV

For safety purposes, CCTV is in operation within Condition.

## Health & Safety

All members are required to take reasonable care when using Condition's facilities and equipment in order to maintain a safe environment for all members.

If in doubt as to how any equipment works, please don't hesitate to speak to Condition's team who will be more than happy to advise. If you discover any faulty equipment or identify any hazard that may pose a risk to safety, please report immediately to a Condition team member.

In the event of accident or injury, please immediately notify a Condition team member in the first instance. Certified First Aiders are available during operational hours.

## Fire Procedure

Please refer to Condition's fire evacuation policy.

## Pet Policy

Pets are not permitted within Condition's facilities.

## Illegal Drugs/Substances

Just no.

Thank you for your cooperation and being part of Condition's community.  
We look forward to supporting your wellbeing goals.