**Healthiness Ltd Membership Agreement 2021**

**TERMS AND CONDITIONS OF MEMBERSHIP**

**Introduction**

This is an Agreement between you (the Member) and Healthiness Ltd, a company registered in England & Wales (registration number 07664306), whose registered office is at Toxteth Town Hall, 15, High Park Street, Liverpool, L8 8DX (“Healthiness Ltd”, “us” or “we”). By completing the joining and becoming a Member of Healthiness Ltd you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

**Definitions**

Membership Rules: the rules governing your conduct as set out on our website at [www.healthinessltd.co.uk](http://www.healthinessltd.co.uk)

Membership: your contractual relationship with us.

Monthly Membership Amount: the amount you agree to pay each month for your Rolling Membership.

Personal Training Sessions: sessions booked by you directly with an independent self-employed trainer which do not form part of this agreement and are not provided by Healthiness Ltd and are subject to a separate agreement between you and the individual.

**Principal Terms**

1. This agreement commences on…………….day………………….2021

2. Your membership starts on the 1st of the month proceeding signing this contract.

3. You will be entitled to all the rights and privileges exercisable for the Membership chosen.

4. You cannot transfer this agreement to anyone else.

5. You agree to comply with the Membership Rules and use the facilities and equipment in a proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury suffered through incorrect use of our equipment or facilities we use.

6. You will be liable for any damage caused to our equipment or facilities through your negligent use.

**General Terms**

7. You agree to comply with the Rules of Membership which relate to your conduct. This includes Covid-19 social distancing and cleaning regulations in place (when applicable). We may make reasonable changes to these Rules at any time provided we give you advance notice of the change.

8. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

9. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Healthiness Ltd Class Procedures & Protocols. In this event you will not be liable to pay any further Standing Order Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

**FEES AND CHARGES**

**£32 per calendar month, paid on 1st day of each month.**

10. For Monthly Memberships, the Standing Order Payment Amount is due from you to us. You are obligated to make the first payment on the 1st Standing Order Payment Date, the second on the Second ST payment date and then every month thereafter. For the avoidance of doubt, you are obligated to make every Standing Order Payment regardless of non-attendance, whatever the reason for non-attendance may be.

11. You agree to maintain a Standing Order instruction with your bank for the Monthly Membership Amount.

12. You agree to pay us the Monthly Membership Amount regardless of lack of attendance, or whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict access for any reason, Healthiness Ltd are under no obligation to offer a refund for loss of service. However, we may offer alternative online services.

13. If you fail to pay any monies due under this agreement or if any Standing Order is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you waver the right to attend any sessions until the payment is made.

14. You agree to advise us immediately of any change to the Members Details provided.

15. We reserve the right, at our discretion, to change your Monthly Membership Amount fee. If this happens, we’ll notify you not less than 3 weeks before the change is made. You are able to cancel your membership within this period.

16. If we do not terminate your Membership or if we give you extra time to pay your Membership Amount, that will not prevent us from subsequently enforcing the terms of this Agreement.

**STARTING YOUR MEMBERSHIP**

17. Membership prices and options are -

**£32 per calendar month, paid on 1st day of each month.**

(Details can also be found on our website at [www.healthinessltd.co.uk](http://www.healthinessltd.co.uk)). By completing the joining process and becoming a Member of Healthiness Ltd, you are accepting all the terms and conditions in this Membership Agreement (insofar as they are applicable). You should only join if you have read them and accept them.

18. This Membership Agreement starts once you have accepted the terms during the joining process. By accepting the terms, you are agreeing to pay any applicable Monthly Membership Amount.

19. You will be liable for any damage caused to our equipment or facilities we use through your negligent use.

20. You are entitled to access Healthiness Ltd face to face classes and online classes until termination or suspension of that Membership pursuant to this Agreement.

21. We will make reasonable endeavours to make available to you the rights and privileges of Membership of the classes you joined and have paid for. This includes access to the classes and class equipment, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.

**ENDING YOUR MEMBERSHIP**

22. You have the right to cancel this Agreement within **14 days** from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period.

23. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication (to the correct address) concerning your exercise of the right to cancel before the cancellation period had expired.

24. If you have requested an immediate membership start date and you cancel your Membership within the 14-day period, proportionate charges will be due. We will refund to you any Monthly Membership Amount you have paid us, but the refunded amount will be reduced by an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel.

25. For members who have made Standing Order Payments, you may terminate your Membership at any time by contacting Healthiness Ltd and giving 14 days’ notice of cancellation.

26. All cancellation requests should only be considered complete when confirmed by a member of staff. We are not obligated to refund any payments which are taken after a cancellation request, where that cancellation request has been made verbally or over the phone.

27. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Healthiness Ltd Class Procedures & Protocols, or for any reason deemed sufficient by us to terminate your Membership. In this event, your access to the classes will also be terminated and you will not be eligible for any refund.

28. In the event of your Membership being cancelled, either by yourself, by Healthiness Ltd, or by a third party, you will automatically lose any benefits accrued over the course of your Membership.

**DATA PROTECTION / GDPR**

29. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. **You may opt out** of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving class-related communications. All processing of your personal data will be in accordance with our Privacy & Data protection policy, available at [www.healthinessltd.co.uk](http://www.healthinessltd.co.uk)

30. It is your responsibility to ensure that the data we hold for you is up to date. We cannot be held responsible for any loss incurred by you if you fail to receive communications or information as your contact information is out of date or otherwise incorrect.

31. We will securely store personal data including membership information in accordance with our privacy policy which is available at [www.healthinessltd.co.uk](http://www.healthinessltd.co.uk)

32. You can contact us with any queries or concerns by emailing [info@healthinessltd.co.uk](mailto:info@healthinessltd.co.uk)

**ADDITIONAL SERVICES**

33. Personal Training Sessions and “additional services” do not form part of this Agreement.

34. Any “additional services” (including, for example, Personal Training Sessions, Additional Wellbeing sessions etc.) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for “additional services”, you are entering into an agreement with those individuals and not with us.

35. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement, and we do not accept any responsibility for the same save where precluded by law.

**MEMBER SURVEYS**

36. From time to time we may choose to invite some of our members to participate in surveys to improve the services we offer. This invitation will usually be by via WhatsApp message or face-to-face contact.

**OTHER CLAUSES**

37. Only you, the person named in the joining process, can benefit from this Agreement.

38. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

39. Healthiness Ltd, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our classes or hired premises. If such loss, damage or theft is caused by the negligent acts or omissions of Healthiness Ltd employees or subcontractors, our liability to you will be limited to £100.

40. We may make reasonable changes to the Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.

41. We reserve the right to increase our prices in line with RPI each year, so that we can keep pace with inflation. This will be reviewed annually, and notices of price increases given in advance.

42. You should print a copy of this Agreement for future reference.

**HEALTH COMMITMENT STATEMENT**

Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the classes we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

*Our commitment to you*

1. We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.

3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

*Your commitment to us*

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you attend our classes and use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.

2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

3. You should let us know immediately if you feel ill when exercising. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.

4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

**This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.**

**(Participant Copy)**

**Name of Client (Please Print)…....................................................................................................**

**Date.................................................................................................................................................**

**Signature.........................................................................................................................................**

**Name on behalf of Healthiness Ltd.............................................................................................**

**Date.................................................................................................................................................**

**Signature.........................................................................................................................................**

**PAYMENT DETAILS**

Account Name: Healthiness Ltd

Bank: Barclays (Allerton Road South Branch)

Account Number: 13403890

Sort Code: 20-50-82

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| Registered Company Number: 07664306 | Healthiness Ltd Toxteth Town Hall 15 High Park Street Liverpool  L8 8DX  Tel.: (0151) 728 8874/0793924582 E-mail: [contact@healthinessltd.co.uk](mailto:contact@healthinessltd.co.uk) Website: <http://www.healthinessltd.co.uk> |

**(Healthiness Copy)**

**Name of Client (Please Print)…....................................................................................................**

**Date.................................................................................................................................................**

**Signature.........................................................................................................................................**

**Name on behalf of Healthiness Ltd.............................................................................................**

**Date.................................................................................................................................................**

**Signature.........................................................................................................................................**