

## TERMS OF AGREEMENT BETWEEN “KNOLE ACTIVE” (KAV), THE FITNESS SUITE SECTOR OF KNOLE ENTERPRISE, AND THE FITNESS SUITE MEMBER

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### KAV WILL:

- if required every member will receive a complimentary induction session which must be undertaken before using any equipment without supervision.
- provide each member with a Lifestyle Card setting out personal goals and exercises adapted to individual needs.
- issue each member with a membership fob to access the fitness suite. The membership fob remains the property of KAV. Replacement fobs are subject to a £5 administration fee.
- provide a direct debit facility to collect membership payments and other amounts due per calendar month. Any unpaid direct debit payment may be subject to a £10.00 penalty.
- notify members of any changes to the amount before collection.

### ADDITIONALLY:

1. Membership commences once agreements are signed and induction training has taken place. Any collection of a payment in advance of this does not imply the membership is in force, as this could be due to a change in circumstance on behalf of the member. Any discrepancies regarding payments will be investigated as soon as the matter is raised.
2. Members using the KAV direct debit scheme to pay for annual membership do so in the full knowledge that they are entering into a 12 month membership contract and that 12 monthly payments will be debited from the account. There may be exceptions to this. Some examples are given below, but they will require evidence.
  - (a) Redundancy or loss of employment through no fault of the member.
  - (b) Medical concerns confirmed with a signed, written letter from a registered physician.
  - (c) Relocation or change of employment of more than a 10 mile radius from KAV.

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3. If the member does not comply with any of the terms of this agreement, does not make a payment to KAV on or within 7 days of the due date of payment or maintain a direct debit mandate, their membership will be suspended with immediate effect.
4. If following an event of default the member wishes membership to continue for the remainder of the current membership period, the member shall pay KAV an amount equal to the aggregate of the unpaid fees due.
5. This agreement is personal to the member and is not assignable by the member. Any misuse of membership will result in the membership being cancelled.
6. The terms of this agreement will apply to any renewal unless otherwise advised by KAV on or before the dates of such renewal.

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### MEMBERSHIP CONTRACT OPTIONS AND TERMS AND CONDITIONS

#### 1. Annual Contract

- a) A one off annual membership fee of £295.00 must be paid in advance by cash or card.

#### 2. 12 Month Option – Direct Debit

- a) A monthly fee of £25.00 will be deducted from the member’s account via direct debit, if this is the chosen option. Late payments will result in a £10.00 penalty, plus the owed amount.

#### 3. Flexible Monthly Option

A one month only membership of £30.00 payable in advance by cash, or card. This is not automatically renewed, but there is an option to re-join at the end of the month for the same amount.

#### 4. Day Entry

- a) A day pass, costing £7, entitles the user to the full use of the gym for one day only.
- b) This must be paid by cash or card in advance.
- c) The pass is not transferrable.

#### 5. Student Membership

- a) The student must be aged 18 or over.
- b) The membership fee of £20.00 per month is payable in advance by cash, or card.
- c) A 12 month option is available via direct debit, for £20.00 per month.
- c) A valid, in date, photographic I.D. must be produced.
- d) Evidence in the form of a valid national union of student’s card (NUS card) or a letter on headed note paper from the relevant educational establishment is acceptable.
- e) Student membership prices and associated fees may vary and KAV reserve the right to amend, or withdraw, the sale of student memberships without notice.

#### 6. Young Person Membership

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- a) This is for young people 13 – 17 years of age at a cost of £15.00.
- b) Their membership must be signed by a parent or guardian.
- c) An induction, supervised by the parent or guardian, must be undertaken upon joining.
- d) One-to-one sessions with a KAV member of staff must also be supervised.
- e) A young person can use the fitness suite facilities without parental supervision during the special access times, Mondays, Tuesdays, Thursdays and Fridays 15.30 – 16.30.
- f) Upon turning 18 years old, the membership will automatically change to standard membership and the monthly membership fees will be altered in accordance with the membership rates in place at the time.
- g) When exercising under the supervision of parent, guardian or Knole Academy staff, all young person members will be exercising at their own risk.

### 7. **Bring a Friend**

- a) One FREE personal training session will be offered for every friend introduced as a member.
- b) The session will be given to the existing member after the new member has signed their 12 months contract.
- c) This offer is available to all members.

### 8. **Cooling Off Period**

- a) In accordance with the Consumer Contracts Regulation, your membership is subject to a cooling off period (14 days) and may be terminated under the following conditions:
  - (i) KAV requires a written request to terminate the membership within the time frame specified as the cooling off period from the signing of the membership agreement.
  - (ii) KAV may request an additional payment to recover costs in relation to any fitness or administrative services provided to the member within this period.

### 9. **Damaged Equipment**

- a) Any deliberate action or careless misuse which results in damaged equipment may result in members being liable for repair or replacement of the equipment.

### 10. **Dishonest Entry of the Fitness Suite**

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- a) Any member found bringing non-members to the gym, or opening the door for another member who cannot enter with the use of their own individual fob, will have their membership suspended at the discretion of the sport and leisure team.

### 11. **Direct Debit Mandate Guarantee**

- a) This guarantee is offered by all banks and building societies that take part in the direct debit scheme. The efficiency and security of the scheme is monitored and protected by your own bank or building society. If the amounts to be paid or payment dates change, KAV will notify you within 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by KAV or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- b) Please note only UK bank accounts are acceptable for Direct Debit payments.