

Terms of your Contract

1.0 Period of Commitment

You are agreeing to subscribe monthly for the services provided by the Service Provider and contracting to remain a subscriber for the minimum period shown overleaf

2.0 Parties & Terms

2.1 The "Membership Month" runs from the 1st day of the month until the last day of that same calendar month

2.2 The minimum period of contract is 3 full monthly payments

3.0 Membership

3.1 Members may not terminate membership during the minimum period and are liable to pay all membership fees applicable, irrespective of usage

3.2 Upon completion of the minimum period of contract the membership shall automatically continue by Direct Debit on a monthly basis, unless a written notice of termination is received

3.3 If you miss two payments you will be deemed to have breached your contract and your membership will be put on suspension until the fees can be recovered

3.4 An administration charge of £10, is applicable per failed transaction i.e. Direct Debit or unpaid cheques

3.5 Joint Membership, is available for two people, who both live at the same address

3.6 Any member with outstanding monies may be refused entry until all outstanding amounts have been settled

3.7 Members are responsible for contacting Achieve Lifestyle with any change in their personal circumstances, e.g. contact details, or change of subscription for concessionary access purposes

3.8 Corporate memberships are available subject to specific requirements and, in fulfilling these reasonable proof will be required. Rates are variable based on the amount of employees on the account

3.9 You have the right to cancel or amend your membership for any reason in writing within 10 days of joining. All correspondence must be addressed to the "Membership Team"

4.0 Membership Cards / Keys

4.1 The facilities available to you depend on your membership category and venue that you have joined, full details can be found from your original venue

4.2 Services and facilities not included may be used by you at an additional charge, at our discretion

4.3 Members shall be issued with a membership card/key, which should be produced to enter/use the facilities. Persistent non presentation of your membership card may incur an additional charge

4.4 Membership Cards/Keys may only be used by you, any fraudulent use of the membership card/key may result in cancellation of your membership with no refund being made by us

4.5 You must bring your membership card/key with you each time you use the facilities

4.6 If you forget your card/key, we shall ask to see a second form of photographic identification before we allow you to use the facilities

4.7 Lost membership cards/keys will be subject to a replacement charge, details are available from your venue

5. Use of the Facilities

5.1 The premises, may without notice, in order to execute repairs, alterations or decorative measures may close without notice

5.2 Before using our gym you must first complete a health screening and have a supervised gym session with one of our qualified gym instructors

This guarantee should be retained by the payer

5.3 We may refuse access to our facilities if we consider use of such facilities put your health at risk

5.4 You must consult your doctor before you begin any programme or class if you are unsure if it is suitable, or if you have any concerns regarding your health

5.5 Personal Trainers are not permitted other than those contracted with Achieve Lifestyle

5.6 Appropriate clothing and footwear must be worn at all times

5.7 Members shall not use the facilities whilst under the influence of alcohol or drugs. In the event they do so, it is entirely at their risk

5.8 Failure to treat the equipment in a reasonable manner may result in the termination of membership

5.9 Members must comply with the fitness facility etiquette rules

6.0 Termination, Suspension & Amendment of Membership

6.1 Members wishing to Terminate, Suspend or Change their Membership after fulfilling 3 full monthly payments

6.2 You are able to cancel your membership in the "Cooling Off Period" refer to 3.9 for details

6.3 You can cancel your membership after your minimum period of contract, if you provide written notice if you provide written notice by the 15th of the month, requesting your membership to be cancelled and your membership shall be cancelled at the end of that month. Letters or emails received after the 15th of the month will result in your membership continuing until the end of the following month

6.4 It is YOUR responsibility to ensure your club / venue has received your written notice of cancellation of your membership

6.5 It is your responsibility to cancel your Direct Debit with your bank, after all outstanding payments have been made

6.6 You may "freeze" your membership for a period of one full calendar month and a maximum of 6 full calendar months in any rolling 12 month period, once you have completed your minimum period of notice. You must apply in writing to the Membership Team, if you wish to freeze your membership. This notice must be received by Achieve Lifestyle by the 15th day of the month. An administration fee of £10 is required to activate a suspension request per person.

6.7 Freezing your membership is not the same as cancelling your membership, cancelling your membership you must follow the cancellation process in section 6.3

6.8 You need to inform us when you plan to resume your membership at the same time as when you wish to freeze your membership. But you may end your freezing earlier than initially indicated if you let us know in writing

6.9 We shall automatically reactivate your membership of your return date you have provided, unless you have cancelled your membership in line with section 6.3 or returned before your scheduled return date

6.10 You will not be allowed to use the facilities whilst your membership is frozen, unless you pay the standard non member rates

6.11 Achieve Lifestyle shall acknowledge receipt of your cancellation or freezing of your Membership. If you do not receive confirmation of your request within 10 working days, you must contact the membership team immediately. It is a member's responsibility to ensure they have received acknowledgement. We only accept proof of recorded delivery as evidence of posting

6.12 12 Month Agreement

Failure to complete the 12 month term will incur a £5 per month charge for all outstanding months of the term. You may only cancel this agreement if you move house outside of a 10 mile radius of the Achieve Lifestyle facility giving 1 calendar month's notice, and providing proof of new address. Or you have a serious injury or illness preventing you from exercise, whereby you will need to provide evidence from a doctor or medical professional to prove you cannot exercise. After the 12 months your membership will revert to a rolling monthly basis. The minimum period of contract is still 3 full monthly payments. Suspension of membership will only be allowed for injury, illness and pregnancy; you will need to provide medical evidence

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Achieve Lifestyle will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Achieve Lifestyle to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by Achieve Lifestyle or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Achieve Lifestyle asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.