



## ABI'S GYM MEMBERSHIP CONTRACT/AGREEMENT

### Personal details

Surname

Address

Forename

Tel. No.

Town/Post Code

### Membership Details

Transaction

Start date of contracted

Commitment Period & End Date

### Payment Details

Pre-paid Fee/ (Deposit)

## APPLICANT DECLARATION – IMPORTANT - ALWAYS READ THE TERMS AND CONDITIONS BEFORE SIGNING

I confirm that all of the above information supplied by me is correct and I wish to apply for 12 months membership of Abi's Gym under Abi's Gym standard terms and conditions of contract for membership which I have had an opportunity to read, discuss and fully understand as follows.

### **1. I accept and agree to the following TERMS & CONDITIONS for Abi's Gym membership**

I apply and agree to membership of the Abi's Gym commencing: ..... for a period of **no less than 12 months.** (*the commitment period*) and agree to pay the monthly membership fee of **\*£35.00 per month for no less than 12 months** (*the Commitment Period*) and therefore agree to pay this total fee of £420.00 either as a single total amount upon signing this agreement or by 12 fixed equal monthly payments of £35 / per month throughout the duration of the commitment period payable on the 1<sup>st</sup> of each calendar month.

*\*Price vary according to age. (where applicable) If you transition an age group during your 12 month commitment period your monthly payment will increase accordingly.*

### **2. Cancellation/Termination**

I fully understand my Abi's Gym membership will **automatically continue** at the end of the commitment Period but out of contract and the monthly Gym membership fees therefore will still continue to apply on a rolling, monthly basis at the current monthly rate stated on the signed contract, until either you resign up for a new contract period or we receive your written notice to Abi's Gym to seek termination of membership of Abi's Gym as required under the standard terms and conditions stated herein.

Termination of my membership any time after the end of the contracted Commitment Period is allowable but must be applied for by giving Abi's Gym **1 calendar month's written notice** of this proposed termination, my membership would terminate at the end of that particular Calendar month. I fully understand my membership will only expire at the end of a written termination period and I accept

that I will still be charged a monthly membership fee during the month of any notice given and I am obligated to pay such sums until termination actually completes.

### **3. Early termination**

If I choose to terminate my membership before completing the agreed 12 month commitment period:

- I will be required to pay any remaining balance for the full 12 month term as outlined in this contract
- All payments owed to Abi's Gym must be settled in full before the membership is officially terminated
- If the payments are not received, Abi's Gym reserves the right to pursue the outstanding balance through appropriate channels, including third party collecting agencies if necessary.

Any partial payments made toward the outstanding balance will first be applied to any overdue fees, followed by the remaining balance of the membership term

### **4. Notice period**

Members must provide at least **1 month's calendar** written notice for termination. During this notice period, regular membership fees will apply.

A £15 administrative fee may apply for processing membership cancellations and early terminations

Members who have requested changes to their membership during their 12 month term (e.g., upgrades, downgrades, suspensions etc) may be subject to an administrative fee of £15 per amendment.

### **5. Refunds**

No refunds will be issued for unused time in the billing cycle

### **6. Late Payments/ Fees- Late Payment and Collection Fees**

#### **1a. Payment Deadlines:**

Membership fees must be paid on the agreed date each month.

#### **2b. Late Payment Fee:**

If payment is not received within 14 days of the due date, a late payment fee of £15 will be applied to the member's account.

Members will be notified of the overdue payment and the late fee before the charge is applied.

### **7. Third-Party Collection Costs**

If the outstanding balance remains unpaid after 30 days, the account may be referred to a third-party collection agency.

The member will be responsible for any reasonable costs incurred during the collection process.

### **8. Member Responsibility**

It is the member's responsibility to ensure their payment details are accurate and up-to-date to avoid missed payments and additional fees.

## **9.Membership Suspension**

Members may request a single temporary membership suspension during their commitment period by reason of inability to attend due to illness, injury, or emergency for one continuous period only (1–3 months duration maximum).

Members must provide **written notice** at least one calendar month in advance.

Documentation, such as a **doctor's note** or other reasonable evidence, is required for approval.

Abi's Gym reserves the right to approve or reject suspension requests based on submitted documentation.

An administrative fee of **£15** may apply for processing suspension requests.

Any suspension during the commitment period will **extend the length of the contract by the duration of the suspension.**

In the event of a government suspension/lock down of Abi's Gym or a member's liberty of freedom of movement. Abi's Gym reserves the right at its discretion to freeze any membership as necessary until such time as normal operating can continue. In the unlikelyhood of another government lock down all services provided will be altered as flexible as possible to provide similar cost value as the contract allows with online services.

## **10.Fee increases**

Abi's Gym may need to revise membership fees due to increased business costs.

Any fee increase for existing members during a fixed-term contract is capped at 5% per adjustment.

**Reviews of membership fees will take place annually.**

Members will receive **30 days' notice** before any fee change is implemented.

## **11. Termination for Breach of Rules**

Abi's Gym reserves the right to **immediately terminate a membership if a member:**

- Violates gym policies or safety rules.
- Engages in behavior that is disruptive or harmful to other members, staff, or the gym environment.
- Fails to comply with staff instructions regarding safe equipment use or facility guidelines.

In such cases, no refunds will be provided, and any outstanding dues will remain payable.

## **12. Liability Disclaimer**

Abi's Gym will not be held responsible for:

- Injuries sustained while using the gym or participating in activities
- Loss, theft, or damage to personal belongings brought into the gym premises, it is the responsibility of the members to ensure the safety and security of their possessions
- Members are required to declare that they are fit to exercise. Abi's Gym recommends consulting a medical professional before beginning any exercise program and to fill out a PARQ when joining Abi's Gym

## **13. Code of Conduct**

Members must adhere to gym policies, including respecting equipment, maintaining hygiene, and avoiding disruptive behavior.

Failure to comply with the Code of Conduct may result in suspension or termination of membership without refund.

## **14. Collection of Personal Belongings Upon Termination**

- Members are required to collect all personal belongings, including indoor trainers, upon termination of their membership or at the end of their last visit to the gym.
- Abi's Gym will hold any uncollected belongings for a period of 30 days after membership termination.
- After 30 days, uncollected items will be considered abandoned, and Abi's Gym reserves the right to dispose of them at its discretion.
- Abi's Gym accepts no liability for any loss, damage, or disposal of personal belongings left uncollected after this period.

## **Health and safety**

I confirm I have declared to Abi's Gym all known medical conditions I have which may be affected by an exercise program and I understand it is my absolute responsibility to ensure that any exercise program of my own choice I undertake within Abi's Gym is fully suitable for me with regard to these known health conditions and should I be unsure of this I will seek suitable professional medical advice before commencing the exercise programme.

Upon joining the Gym and during your time as a member we ask you to agree to the following:

- I accept that I must take the time to familiarise myself with the gym instructions displayed in and around Abi's Gym and on any fitness equipment with regard to its safe use. If I decide that I require any assistance in the use of the fitness equipment, then I will ensure that I make an appointment with a suitably qualified Abi's Gym staff who will assist me to use the Gym's equipment safely and effectively.
- I will always follow any instructions given by Gym staff at all times whilst in the Gym.
- I confirm I have considered my own personal fitness requirements and will always exercise within my own abilities taking account of any disabilities or physical limitations which I may have.
- I understand that it is my personal responsibility to stop exercising immediately should I feel ill or require assistance.
- I accept that it's my responsibility to decide if any medical condition I have may require advice from my own medical advisor before personal embarking on a exercise program, I accept that I will decide if any medical condition I have that may require advice from my own medical advisor before embarking on an exercise programme of my choice at the Abi's Gym.
- I will always use Abi's Gym equipment with care and ensure that in its use I don't not harm myself, others present or abuse or damage the equipment itself.
- I will follow all fire safety rules, signs, procedures and staff instructions where necessary.
- I agree to follow other general rules of the gym as signposted or advised which may be subject to alteration or change over time.
- I have read all of the Terms and Conditions above and confirm everything is correct and acceptable to me. I agree to joining Abi's Gym membership based on the terms and conditions stated.

**By signing this agreement,** I confirm I have declared all known medical conditions that may be affected by an exercise program. I acknowledge it is my responsibility to ensure I exercise safely and within my abilities

**Privacy Notice**

Abi's Gym reserves the right to **notify all members of changes** to its terms and conditions, fee structures, or operational policies via email or notices displayed within the gym. All required changes will take effect on the date specified in the communication.

**By completing this form you agree and accept that we may gather, process, store and/or use the personal data you disclose for the purpose of providing you with the services defined in this membership agreement. A copy of our privacy notice is provided as part of this agreement.**

New Member Signature

Date

Signed for on and behalf of the Gym