
MAJESTIC FITNESS GYM TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to, and use by, Members and other users of any facilities and services provided by the Gym, namely Salim Fitness Ltd t/a Majestic Fitness, company registered in the United Kingdom under number 12615553 whose registered office is at 65 Cooper Court, Church Road, London W3 8PN
- B. where the Member and any other user of the facilities or services of the Gym is a “consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by You or any user of the gym or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual Member or user of the Gym who receives or uses any facilities or services of the Gym for the Member’s or user’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Gym/We/Us/Our”	means Majestic Fitness whose place of business and contact address is 1-4 Dairy Court, Orchard Road, Richmond TW9 4FG and includes all employees and agents of the Gym and reference to the Gym shall include reference to any and all facilities and services provided by it;
“Member/You/Your”	means an individual who is who is a Consumer and whose application for membership of the Gym has been accepted in writing by Us, and he/she will be a Member thereafter for as long as he/she remains a Member as provided by these Terms and Conditions
“Membership”	means membership of the Gym;
“Membership Fees”	means the fee(s) due for Membership;
“Membership Plan”	means any minimum period of Membership at any of the different grades of Membership;
“Month”	means a Membership billing period (which is not necessarily a calendar month); and
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions [and each of the Schedules] as amended or supplemented at the relevant time; and
 - 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on the interpretation of these Terms and Conditions.
- 1.4 Words signifying the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Membership

- 2.1 In order for anyone to use the Gym they must have an active Membership
- 2.2 You will become a Member of the Gym only if and when We accept Your application. Our decision whether or not to accept Your application is in Our absolute discretion.
- 2.3 Upon Our acceptance in writing of Your application [and Your payment of the initial Membership Fee] there will be a contract between You and Us on these Terms and Conditions.
- 2.4 Your Membership will be in accordance with Your Membership Plan, and Your use of the Gym must always be in accordance with Your Membership Plan.
- 2.5 [The following Membership Plans are available:
 - 2.5.1 Annual;
 - 2.5.2 Flexible monthly;
 - 2.5.3 Concessionary.

Details of available Membership Plans may be obtained from www.majesticfitness.co.uk or Reception.

- 2.6 You may choose any one of these Membership Plans in Your application to join the Gym.
- 2.7 Subject to the cancellation terms set out in sub-Clause 2.11 and 2.12:
 - 2.7.1 Your Membership will be for a minimum period of 1 month BUT
 - 2.7.2 If you notify Us that You wish to continue Your Membership after the end of that period it will then continue indefinitely on a Month by Month rolling basis.
- 2.8 You may for any reason cancel Your Membership up until expiry of 14 days after the date when We accept Your application for Membership but if We begin to provide You with any facilities or services before the end of that period, and You have expressly requested Us to begin them before that end of that period, You may not cancel those particular facilities or services provided in that period once We begin to provide them, and You must pay for an amount of the Membership fee as is proportionate to the period of time over which You were provided with the requested facilities or services. If You cancel as allowed by this Sub-clause 2.11, and You have already made any

payments to Us under Clause 3, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the particular facilities or services requested which We have provided in that period. If You request that Your Membership be cancelled, You must confirm this in any way convenient to You. If You wish to cancel Your Membership in other circumstances, please refer to the following sub-Clauses for those other circumstances in which You may do so.

- 2.9 In addition to Your rights to cancel under the Regulations (as set out in sub-Clause 2.8 above) You may cancel Your Membership by giving at least two weeks prior notice, verbally or in writing to Reception, at any time on expiry of which Your Membership will end **BUT**:
- 2.10 You may suspend Your Membership if You suffer a long-term illness, injury or pregnancy. If You wish to suspend Your Membership You should inform Us of the suspension no later than two weeks prior to the billing date which is the start of the Month from which You wish the suspension to take effect.
- 2.11 We may require a medical certificate, doctor's note or similar proof of illness or other incapacity for suspension under sub-Clause 2.13.
- 2.12 Your Membership cannot be transferred to another person.

3. Membership Fees and Payment

- 3.1 Membership Fees are payable on a Monthly basis.
- 3.2 Membership Fees may be paid using any of the following methods:
 - 3.2.1 Direct debit;
 - 3.2.2 Debit card.
- 3.3 If You pay Membership Fees by Direct Debit and You wish to change Your bank or the account used to pay, You must inform Us of the new bank details and the date on which You wish the change to take effect.
- 3.4 Subject to suspension of Your Membership, You must pay Membership Fees throughout Your Membership irrespective of Your non-use of the Gym.
- 3.5 If You fail to pay any Membership Fee on time, You must pay Us a late payment charge of £10.
- 3.6 We may deny You access to the Gym whilst any Membership Fees payable by You or other sums are due and remain outstanding.
- 3.7 If Your Membership Fees are not paid for a period of more than 30 days We may refer the matter to a third party debt collection company.

4. Gym Rules

- 4.1 We will give You a copy of the Membership Rules on request but the current Membership Rules will be available to read at Reception.
- 4.2 We only make Membership available to a "Consumer" (as defined in Clause 1 above), and Your application to become a Member will be deemed to be Your confirmation that You are a "Consumer". If at any time We find that you are not a "Consumer", We may without liability to You cancel Your Membership forthwith by giving You a cancellation notice provided that We refund any Membership fees to You paid to Us for any period after the date of cancellation.
- 4.3 You must abide by the Membership Rules at all times when You use the Gym.

If You do not, We will be entitled to suspend or terminate Your Membership.

- 4.4 You are responsible for Your own state of health, physical condition and wellbeing at all times.
- 4.5 You may only use the equipment and facilities provided by the Gym in the correct manner and must not use them in any manner which constitutes a health and safety risk either to You or to others.
- 4.6 You should not attempt to use any equipment or facilities until a suitably qualified instructor has instructed You in the correct use of the same.
- 4.7 If You have any medical condition or are taking any medication which may affect Your ability to exercise or use any equipment or facilities provided by the Gym in any way, You must inform Us of it and act in accordance with any instructions provided by Us as a result.
- 4.8 You must carry a towel with You when using the Gym and should wipe down equipment before and after use.
- 4.9 You should not use the Gym when under the influence of alcohol or illegal drugs.
- 4.10 You should not use the Gym immediately following a heavy meal.
- 4.11 You should dress appropriately when using the Gym. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided in the changing areas.
- 4.12 We do not allow any animals in the Gym with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You apply for Membership.
- 4.13 We do not allow smoking inside the Gym or anywhere else on the Gym's property (including outside areas).

5. Equipment and Facilities

- 5.1 We have all equipment inspected and tested on a weekly basis. We have maintenance carried out as required.
- 5.2 If You become aware of any damaged or defective equipment You should immediately cease using such equipment and inform a member of Our staff.
- 5.3 We may withdraw Equipment at any time and for any reason including, but not limited to, maintenance, repair and alteration.
- 5.4 We make equipment and facilities available on a first-come-first-served basis subject to any agreement to the contrary with Us. We may give priority to disabled users, for example.

6. Car Parking Facilities

- 6.1 We provide car parking facilities for staff and disabled Members only and You may only use them when You are using the Gym. A permit will need to be obtained from Reception and displayed on your vehicle for the duration of your stay;
- 6.2 We accept no liability for any loss or damage which may result from Your use of the car parking facilities except if it is due to Our or Our staff's negligence; and
- 6.3 Membership does not guarantee that a parking space will be available for You to use. Parking spaces are available on a first-come-first-served basis;

7. Classes

- 7.1 You must book in advance to attend any class, workshop or similar event provided by Us. No priority is given and places are allocated on a first-come-first-served basis.
- 7.2 If a class requires the payment of an additional fee over and above the Membership Fee, You must pay it at the time of booking.
- 7.3 If a class requires specific clothing, footwear, or other items which You must provide, details of the class will specify those requirements. If You do not comply with those requirements, We may not allow You to participate in the class.
- 7.4 When You attend a class, You must arrive at least 5 minutes before the scheduled time of the class. If You arrive later than this time, You risk losing Your place in the class to another Member even if You have booked it. We are not obliged to allow another Member to take up Your place in that case, but We may in Our discretion allow them to do so, and, if We do so, We will refund You any additional fee You have paid for that class.
- 7.5 If a class involves a warm-up session, and You arrive after the warm-up session has begun, We will not permit You to participate in the class for health and safety reasons.

8. Limitation of Liability

- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We only provide or sell all facilities and/or services to You as a Consumer for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 8.4.1 the Consumer Rights Act 2015;
 - 8.4.2 the Regulations;
 - 8.4.3 the Consumer Protection Act 1987; or
 - 8.4.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

9. Changes to Terms and Conditions

We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

10. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our privacy policy available from www.majesticfitness.co.uk.

11. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your application for Membership) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your application for Membership. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

12. Information

As required by the Regulations:

- 14.1 all of the information described; and
- 14.2 any other information which We give to You about any Membership, facilities, services or the Gym which You take into account when deciding to make an application for Membership or when making any other decision about the facilities or services

will be part of the terms of Our contract with You as a Consumer.

13. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our facilities, services or any other complaint about the Gym or any of Our staff, please raise the matter with Salim Jaman who can be contacted at the Gym or by email (salim@majesticfitness.co.uk).

14. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

15. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not

be affected.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.