

TERMS & CONDITIONS

PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up you have 14 full days after signup to cancel this agreement for any reason. To exercise this right you must inform Exercise Anywhere Ltd of this by post, email or telephone using the details above. You can use the cancellation form on page 2 of this document but it is not obligatory. If you exercise this right to cancel we will reimburse you all joining and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.
2. Your agreement starts as of the date of completion of the sign up.
3. You will be entitled to all the rights and privileges exercisable for the Type of Payment Package chosen save for any doubt, there is a 'pay as you go' option, a pre-paid discount option and a monthly direct debit payment option.
4. Pay as You Go option shall mean you can pay individually for each activity or place money on account to pay for each activity
5. Pre Paid Discount Package shall mean purchasing one of the set amount packages that entitles you to an agreed discount for participating activities provided by your local Delivery Partner
6. Monthly Direct Debit payment package shall mean that you pay a monthly direct debit in advance to be able to book associated activities without further charge. Save for any doubt, each local Delivery Partner has the discretion as to which activities are inclusive of this package and some activities may incur additional charges if appropriate e.g (but not exhaustive) should there be a third party charge such as parking or food, or; specific programmes such as weight loss. If you have any doubt, please contact your local Delivery Partner to establish which activities they propose to include within this package

FEES AND CHARGES

7. If you have chosen a payment package that includes a Joining Fee, the Joining Fee / Initial Payment is due from you to us, is payable immediately and is not refundable other than due to cancellation under the Principal Terms above or in the event of breach or negligence by us.
8. If you pay by a monthly fee by Direct Debit, the Direct Debit Payment Amount is due from you to us. You are obligated to make the Minimum No. of Direct Debit Payments stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the cancellation terms below (or under the Principal Terms) are met.
9. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £25 (which we require to cover our costs of seeking to pursue such payment from you).
10. You agree to advise us promptly of any change to the your Details provided.
11. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

AUTOMATIC RENEWAL OF MONTHLY DIRECT DEBIT PAYMENT PACKAGE

12. Once you have completed the Minimum No. Of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
13. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
14. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

CANCELLATION

15. Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away upon receipt of a copy utility bill or bank statement showing the new address.
16. Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.
17. Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
18. Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.
Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Exercise Anywhere Ltd
19. Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

FREEZING

20. Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.
Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the club.
Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

GENERAL TERMS

21. You agree to comply with the Rules of Membership which are available on request. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.
22. 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.
23. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.
24. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.
25. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
26. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

14 Day Cancellation Form of Direct Debit

To:
Harlands Services Ltd
2nd Floor Rockwood House
9-17 Perry Mount Road
Haywards Heath
RH16 3TW

Tel: 01444 449 166
Email: c.service@harlandsgroup.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] agreement for the supply of the service administered by Harlands Services Ltd.

Reference number (Can be found on email confirmation): W _____

Signup date: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

[*] Delete as appropriate