



ARISTOS ID TERMS AND CONDITIONS

INTRODUCTION

To help you get the most out of Aristos ID and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our online facilities or groups, additional terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.

To help make these terms and conditions easy to read, we have split them into three parts:

- **Part A – Terms and conditions of membership**

All members must keep the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

- **Part B – Rules and regulations for using facilities**

These terms and conditions apply to all our members, users and guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to the gym.

These terms and conditions apply at all times and take priority over anything a member of our team has told you.

These terms and conditions replace any previous versions.

Part A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A:

You – the lead member.

Linked member – anyone who is linked to your membership.

Your entire membership – your membership and the membership of your linked members.

We and us – Aristos ID Ltd.

Your gym – the Aristos ID training facility.

1. Responsibilities of lead members and linked members

a. Every person who signs the membership application and waiver will be jointly and individually responsible under this agreement.

b. This means that:

- if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
- each of those people will be responsible for paying all of the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and
- each of those people will be responsible for paying any extra charges and fees which they, and any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.

c. The responsibility in A1b for the fees and charges of any linked member continues until:

- the linked member's link with the lead member changes in any of the ways set out in A7 'Changing your membership'; or
- the linked member ends their membership by following the procedure in A9 'Ending your membership'.

d. All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.

e. You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

2. Notice

a. We calculate membership in whole calendar months. We ask that all members give a minimum notice period of **one full calendar month** to end a membership. If you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more monthly payment on (1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the **fourth day of a month**, we will treat it as if we received it on the first day of that month and the notice period will run from that day.

b. If you want to give notice, it must be in writing (either via email or letter). You can include any evidence required to accompany your notice as attachments to an email.

c. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:



- if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
 - if you send us notice via email, ask for a delivery receipt
- d.** We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so we can check whether we have received it.
- e.** From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
- f.** If we need to give notice to you:
- it will be effective if we send it to the address or email address we have in the records we hold about you; and
 - if we give notice during a month, our notice period will run from the first day of the following month.

3. Membership Categories

- a.** You are entitled to use the facilities available under your category of membership. When you join, we will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies.
- b.** We may choose to stop providing certain membership categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available again.
- c.** Children can access the gym program through block booking appropriate classes (through the website) or through linking them to your adult membership (age limits apply). We also require a parent or guardian to complete and sign a waiver on behalf of every child who accesses the gym program.

4. Membership Types and Length of Membership

- a.** We offer a number of different types of Aristos ID memberships, as outlined on our website www.aristosfitness.co.uk/aristos-id.
- b.** Your membership will begin on the date you request your membership is activated.
- c.** Your membership will run indefinitely until you give us at least one full months' notice in writing in line with A2 'Notice' unless we cancel your membership (see A10 'Cancelling your membership').
- d.** There is more information on ending your membership in A9.
- e.** You can switch to a different type of membership at any time. If you wish to change your type of membership you must give us one months notice.

5. Starting Your Membership

- a.** You can choose for your membership fees to be billed monthly on the 1st or the 15th of each month. You will automatically be assigned to the next billing date unless you request otherwise.
- b.** You will need to pay an amount to cover your membership fee from the day that you join until the next billing date (as outlined above).
- c.** You can change your mind about joining. To do this you will need to give notice in writing. If you change your mind, we will refund any fees you have already paid and your entire membership will end. You can do this any time up to seven working days after making your membership application or up to the first time you or your linked members enter the gym to use the facilities, whichever is earlier.

6. Membership Fees

Membership fees will be billed through our gym software, Wodify, unless we agree otherwise. You are responsible for entering your card details for billing when you join and for keeping them up to date. You will be automatically notified should any payment fail.

7. Changing your Membership Type and Linked Members

- a.** We realise that your needs can change over time, so you can apply to change your membership type by contacting us. If you wish to change your type of membership you must give us one months notice.
- b.** When you change categories, your membership fees will change to the current fees advertised for that category.
- c.** If you are linked to another member (i.e. through a couples membership), either you or the other member can ask to remove that link. If either linked member wishes to end their membership, they will need to give the period of notice that applies to their membership.
- d.** If we remove someone from a linked membership, the member who is left will become an individual member. If we remove the link between two members, each member will become an individual member.
- e.** Except where a linked member ends his or her membership, any changes to your monthly payments caused by adding or removing a linked member will apply from the 1st of the month after the change takes place, as long as we receive notice of the changes by the 20th of the month. Changes to your monthly payments when a linked member has ended his or her membership will apply at the end of the linked member's notice period.

8. Ending Your Membership

- a.** If your membership has no linked members, only you can give notice to end it.
- b.** If your membership has linked members, the following rules apply for ending membership:
- If you give notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
 - If your membership is ended, it automatically ends the membership of all linked members.



- Individual adult linked members can end their own membership by giving us notice.
- c. The notice period is set out in A2 'Notice'.
- d. You must continue to pay your membership fees until your membership ends.
- e. Your membership will end at the end of your notice period.

9. Cancelling Your Membership

- a. We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from Aristos Fitness and to cancel your entire membership.
- b. We may also cancel your entire membership in the following circumstances:
 - If you or a linked member breaks or repeatedly breaks this membership agreement or the gym rules and you do not or cannot put it right within seven days of us writing to you about it.
 - If, with your knowledge or permission, another person uses your membership.
 - If, with a linked member's knowledge or permission, another person uses that linked member's membership.
 - If you or your linked member uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at Aristos Fitness.
 - If, for a period of longer than 12 calendar months, neither you nor any linked member has used the facilities.
- c. If we receive any complaint about your behaviour or that of a linked member or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members, we have the right to suspend your entire membership.
- d. If we cancel your membership for any of the reasons in clauses A9a to A9c, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay.

10. If you do not pay your membership fee when it is due

- a. If you do not pay your membership fee when it is due, we will write to you (electronically) to let you know. Our software, Wodify, will automatically attempt to take your payment every subsequent day following the failed payment until payment has been received.
- b. We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the notice period), to a debt-collection agency.
- c. If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £55. We will also charge an administration fee of £10 for each missed payment.
- d. If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering the gym. This does not mean we will end your membership.
- e. Removing your payment details from Wodify does not mean you have given us notice to end your membership. You must give us written notice in line with A2 'Notice'.

11. Changing your membership fees and agreement

- a. We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher.
- b. If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least three months notice. We will give you notice of the change by writing (electronically) to you (as described in A2e and f 'Notice').
- c. As well as the increase described in A11a above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase in writing (electronically).
- d. We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B, at any time, as long as we give you notice before we make the changes.

12. Making changes to the gym or its facilities, services and activities.

- a. We have the right to increase, reduce or withdraw certain facilities, services or activities in the gym either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).
- b. If we decide to make any changes to the facilities or services and activities available, we will give you notice either in writing or by displaying a notice on the whiteboard in the gym.
- c. If the gym is closed for more than seven days in a row and we are unable to provide an alternative training solution, we will refund a percentage of your membership fees which relate to the period that the gym is closed, but not including the first seven days. This does not apply if we have to close the facility due to reasons outwith our control.
- d. If we have to close our facilities for reasons outwith our control, we will try our best to provide an alternative training solution or consider whether we should pay you any compensation.
- e. We will display details of the opening and closing times for the gym on the website. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on the gym whiteboard. We will give you at least one month's notice if we reduce the opening hours at the gym.

13. Complaints



- a. We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and address the issue.
- b. If you have a complaint, you should tell a member of the Coaching team, or alternatively contact us at info@aristosfitness.co.uk.

14. Liability

- a. We do not accept liability for damage or loss to your property that may happen on the premises or within the Standalane Industrial Estate other than the liability which arises from our negligence or our failure to take reasonable care.
- b. We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the Standalane Industrial Estate, other than the liability which arises from our negligence or our failure to take reasonable care.
- c. Nothing in these terms and conditions is meant to limit any rights you may have as a consumer.

15. Data protection

- a. We will deal with all the information we hold about you in line with our privacy policy which you can get from our website at www.aristosfitness.co.uk. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

16. Children

- a. We welcome children into the gym however they must behave reasonably. They must not put themselves or other people in danger or prevent members from enjoying the gym and its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.
- b. If your child continues to behave unreasonably, whether on one visit to the gym or over a number of visits, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend your membership until the issue can be resolved.
- c. Children are not allowed on the matted gym floor or to be in contact with any of the gym equipment at any time.



PART B - RULES AND REGULATIONS FOR USING THE ARISTOS ID FACILITIES AND ACTIVITIES

Definitions that apply to part B:

You - Any person accessing the gym facilities in conjunction with your membership;

Linked member - Anyone who is linked to your membership;

Your entire membership - Your membership and the membership of your linked members;

We and us - Aristos ID Ltd.

1. General health and safety

- a. As your safety is our main priority, we do not allow glass onto the matted gym floor area.
- b. We do not allow pets (except for registered working assistance dogs) into the gym.
- c. To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in the gym. If you do not understand a notice or sign please ask one of our team members at the gym.
- d. Fire exits are clearly marked throughout the gym. If there is a fire or if you hear the fire alarm, you should make your way out of the gym through the nearest possible exit to the assembly point in the car park.
- e. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the Coach on duty immediately.
- f. For legal and health reasons, you must not smoke whilst in the gym.
- g. While you are at the gym, we expect you to behave appropriately, respectfully and politely, and dress appropriately at all times. We can prevent you from entering the gym or ask you to leave if we think that your behaviour or appearance is not suitable.
- h. You should not use the gym if you have an infectious illness or condition.
- i. For your safety, when using the gym facilities, you must wear appropriate footwear.

2. Car park

- a. You must park only in the spaces in our car park.
- b. We do not guarantee that car parking is available at all times.
- c. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in the car park in the Standalane Industrial Estate.

3. Personal belongings

- a. You bring all personal belongings to the gym at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b. If you find lost property, you must hand it to a Coach immediately. We will hold items for three weeks only before giving them to charity.

4. Gym facilities

We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment you spend with one of our coaches is designed to focus on your needs.

- a. Only qualified coaches work within our facility.
- b. If you have concerns about your physical condition, you must not take part in any program or class without first getting medical advice.
- c. To make sure that you get the most from every gym session in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity.
- d. You should not take part in any activity that you may not be fit for.
- e. You should tell the Coach who conducts the introduction on your first visit about anything that is relevant to your physical condition. You should continue to keep this information up to date throughout your membership.
- f. You are responsible for monitoring your own physical condition during physical activity. If you suffer any unusual symptoms, you must immediately stop the activity and tell a Coach.

5. Bookings

- a. All classes at Aristos ID must be booked in advance prior to attending.
- b. The deadline for booking into any class is one hour prior to it commencing, and all classes can be booked up to 7 days (one week) in advance.
- c. The class cancellation deadline is one hour prior to the class start time, with the exception of the 7am class where the cancellation deadline is 9pm the night before. If you cancel a class after the cancellation deadline it will be recorded as a Late Cancellation and one session will be deducted from your monthly class allocation. You will also receive an automated email to notify you of the Late Cancellation.
- d. If a class is fully booked you have the option of joining a Wait List. If you choose to join the Wait List, spaces in the class will be allocated in the order in which members have joined the Wait List. For example, the first member to join the Wait List will automatically receive the first available space should another member cancel. The only exception is if another member should cancel their space in the class after the cancellation deadline (as a Late Cancellation) then all members on the Wait List will receive an email and that space in the class will be allocated on a first come first served basis.



- e. All No Shows will be marked as such and one session will be deducted from your monthly class allocation. You will also receive an automated email to notify you of the No Show.
- f. If there are no bookings one hour prior to the class start time the class will be cancelled.
- g. We may change our booking terms and conditions from time to time and we will tell you about any changes.

6. Photographs and videos

- a. You must not take photographs or videos of any children under the age of 18 other than your own without prior consent.
- b. Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.