

EVERYBODY FIT

TERMS & CONDITIONS FOR ALL MEMBERSHIPS & NO REFUNDS POLICY

Please take the time to read both documents

For any queries or support: info@everybodyfituk.com 01772 379125 EveryBody Fit, Rear of Derby House, Fulwood, Preston, PR2 8JE



EveryBody Fit LTD - Membership Terms & Conditions & Cancellation Policy

Please read these terms and conditions carefully before starting your membership at EveryBody Fit LTD. By agreeing to these terms, you confirm your understanding and acceptance. Your signed agreement will be securely stored within our system.

1. Membership Overview

- All memberships grant access to specific services as outlined in your chosen membership package.
- Details of your membership, including services, pricing, and benefits, can be found on your Team Up account.

2. Fixed-Term Contracts

- Most memberships require a 6-month commitment. This 6-month period does not include the first partial payment, which will be prorated based on your joining date.
- If you sign up partway through a month, the first payment will be pro-rated, and this prorated amount does not count toward the 6 full months required.

3. Billing & Payment

- Membership fees are billed monthly on the 1st of each month.
- Your first payment will be prorated based on your joining date.
- Payment details will be securely stored in our system for the duration of your membership.
- Any failed payments (e.g., bounced direct debits or declined card payments) may incur an additional charge of 20% of the outstanding amount for that month, due to fees charged to EveryBody Fit LTD by the payment provider.

4. 60-Day Cancellation Notice

- To cancel your membership, you must provide at least 60 days' notice via your Team Up account.
- Example: If you cancel on the 3rd of September, your membership will remain active until 30th November.
- During the 60-day notice period, you will continue to have full access to your membership services.
- Failure to follow the cancellation procedure may result in ongoing charges.
- 5. Cancellation Process



- You must cancel your membership via your Team Up account.
- Do not cancel your direct debit or card payments manually, as this is a breach of the terms and will result in your account being referred to debt recovery services.
- A 100% charge of the outstanding balance will apply if your direct debit or card payments are cancelled without following the correct process.

6. Membership Types & Specific Terms

- Group Training & Semi-Private PT Memberships: These memberships require a 6-month commitment. After the 6 months, a 60-day notice is required for cancellation, with two further payments due.
- Platinum, Gold & Gold Plus Memberships (No Longer for Sale): These memberships were subject to a 6-month commitment. To cancel, a 60day notice is required.
 - Once the 6-month period has been completed, you only need to follow the 60-day notice period.
- Semi-Private Personal Training (Bronze & Silver) (No Longer for Sale): These memberships also required a 6-month commitment. After this period, you must provide a 60-day notice to cancel.

• Other Active Memberships:

All other group training and semi-private memberships are live and available. Terms for these memberships still require a 6-month commitment, with a 60day cancellation notice once the term has been completed.

7. Failure to Follow Cancellation Process

- If you fail to cancel via your Team Up account, you will continue to incur monthly charges, and these charges will be forwarded to debt recovery services if not paid.
- If payment is referred to debt recovery, additional charges equal to 100% of the outstanding amount may apply.

8. Price Changes

- EveryBody Fit LTD reserves the right to increase membership fees in accordance with inflation or operational needs.
- You will be notified of any price changes at least 60 days before the new rate takes effect, in line with the 60-day cancellation notice policy.



9. Behaviour & Conduct

• Members are expected to behave respectfully towards staff, coaches, and fellow members. Any inappropriate behaviour may result in termination of your membership without refund.

10. Amendments to Terms

• EveryBody Fit LTD reserves the right to amend these Terms & Conditions at any time. You will be notified of any changes, and continued membership indicates acceptance of the new terms.

By agreeing to these terms, you acknowledge that you understand and accept the conditions outlined above. Your signed agreement will be securely stored within our system.

Terms & Conditions for all Competitions

- All prizes will be awarded as per individual competition rules.
- All prizes with a monetary value must be claimed within one month of being awarded.
- All holiday-based prizes will be subject to Terms & Conditions from Preston Travel Centre.
- All holiday prizes are subject to a maximum value and have travel restrictions applied to them.
- All prizes from an external company will be subject to their Terms & Conditions
- All winners must remain a valid member of EveryBody Fit LTD for a minimum of 6 months from the
- end of the competition.
- If a member leaves within 6 months of being awarded a prize the full cost of the prize can be
- recouped.
- Please note all Terms & Conditions are subject to change by the management at EveryBody Fit LTD at any time, without prior notification.



Terms & Conditions – 60+ Live Well Membership EveryBody Fit Ltd

Please read the following terms carefully before starting your 60+ Live Well membership. These Terms & Conditions are legally binding, and you will be asked to sign them electronically as part of your membership agreement. Your signed agreement will be securely stored within our system.

1. Membership Overview

The 60+ Live Well membership provides access to **60+ Live Well sessions only**, which are designed specifically for adults aged 60 and over.

These sessions focus on **mobility**, strength, balance, and reaction time in a supportive, safe, and low-impact environment.

2. No Fixed-Term Contract

This membership is a **rolling monthly agreement** with **no fixed contract length**. You may remain a member for as long as you choose, provided payments are up to date and these terms are followed.

3. 60-Day Notice Period for Cancellation

To cancel your membership, you must provide a **minimum of 60 days' notice**. This means:

- If you cancel on the **3rd of September**, your membership will remain active until **30th November**.
- This is because your billing date is always the **1st of each month**, and two further monthly payments will be taken after cancellation.
- During this notice period, you will continue to have **full access** to your sessions.

All cancellations must be made through your **Team Up account**.

Do not cancel your card payment manually doing so may result in your account being referred to a third-party debt recovery service, and additional charges may apply.

4. Billing & Payment

- Membership fees are collected monthly on the 1st of each month via secure recurring card payment.
- Your first payment will be pro rata, calculated based on your joining date.



- You must provide valid card details at sign-up, which will be stored securely by our payment processor.
- If a payment fails, your access may be temporarily suspended until the balance is settled.

5. Session Access

- This membership provides access to **60+ Live Well sessions only**.
- The number of sessions you can attend each week is based on the **membership** option you selected at sign-up.
- It does not include access to other Group Training or Semi-Private PT sessions.

6. Communication & Updates

We will use your contact details to share important updates via email or through our member app.

Please ensure your details are kept up to date to avoid missing any key communications.

7. Behaviour & Conduct

Members are expected to behave respectfully towards other members, staff, and coaches. Any behavior deemed inappropriate may result in termination of your membership without refund.

8. Amendments to Terms

EveryBody Fit Ltd reserves the right to update or amend these Terms & Conditions at any time. Where a change affects your membership or payment terms, you will be given at least **30 days' notice**.

We also reserve the right to **increase membership prices**, where necessary, in line with inflation or operational costs.

Should a price increase occur, you will be notified **at least 60 days in advance**, in line with the cancellation notice period.



No Refunds Policy

Effective Date: From Date of sign up

1. Introduction

This No Refunds Policy compliments the terms and conditions under which EveryBody Fit LTD operates concerning gym membership fees. By enrolling in any of our memberships or upfront programmes, you acknowledge and agree to the terms set forth in this policy.

2. No Refunds

All membership fees are non-refundable. This applies to all types of memberships, including but not limited to:

- Monthly memberships
- Annual or Up-front memberships
- Special promotions and discounted memberships
- Add-on services (e.g., personal training)

3. Membership Cancellations

While we do not offer refunds, members may cancel their memberships according to the following guidelines:

- **Monthly Memberships:** Members may cancel their monthly membership in line with the terms and conditions agreed on sign up to include the 60 days cancellation period. The member will still have full use of their membership until the termination date. No further charges will be made after the termination date.
- Annual or Up-Front Memberships: Members who wish to cancel an annual or upfront membership before the end of the term will not receive a refund for the remaining period. Access to the gym will continue until the end of the paid term.

4. Exceptions

Exceptions to this policy may be made under the following circumstances, at the sole discretion of EveryBody Fit LTD:

• **Medical Reasons:** If a member provides a valid medical certificate stating they are unable to use the gym facilities due to a long-term medical condition, we may consider a pro-rated **credit** towards future membership.



5. Membership Hold

Members may request to hold their membership under the following conditions:

- **Medical Reasons:** With a valid medical certificate, members can hold their membership for a minimum of one month and a maximum of 3 months.
- **Travel:** Members may hold their membership for travel purposes if this exceeds a minimum period of 6 weeks for a minimum of one month and a maximum of three months per year. Proof of travel and date are required.

6. Billing Disputes

If you believe there has been an error in billing, please contact our membership management team at info@everybodyfituk.com within 30 days of the charge. We will review the issue and, if necessary, correct any errors.

7. Contact Information

For any questions or concerns regarding this policy, please contact us:

- **Email:** info@everybodyfituk.com
- **Phone:** 01772 379125
- Address: EveryBody Fit, Rear of Derby House, Fulwood, Preston, PR2 8JE

8. Amendments

EveryBody Fit LTD reserves the right to amend this policy at any time. Members will be notified of any significant changes through email or posted notices within the gym.

By enrolling in a membership with EveryBody Fit LTD and electronically agreeing, you acknowledge that you have read, understood, and agreed to this No Refunds Policy.