



## **Terms, Conditions & Cancellation Policy for EveryBody Fit LTD**

Please ensure that you read and understand the terms, conditions and cancellation policy relating to your membership at EveryBody Fit. Agreeing to this document indicates you agree to these conditions. Your agreement will be electronically stored on Team Up. Failure to understand our terms, conditions and cancellation policy could lead to you incurring charges and them being recovered from a third party debt recovery company (Redwood Collections). Failure to pay these may result in your credit rating being affected.

Please be aware of your membership's policy (you can find these attached to your account and also below). All memberships have specific descriptions that can be viewed on team up. The cancellation policy is outlined below. Please note that some of these memberships have now expired and are no longer for sale at EveryBody Fit.

All Group Training and Semi Private PT Memberships, regardless of the tiers have the following cancellation policy.

These memberships bill every month. Payment for the first partial period will be prorated according to the days remaining in the period then 6 full payments will be taken. This membership cannot be cancelled early. This membership is for a minimum 6 month period, should termination of the membership occur within the 6 months the remaining time still needs to be paid along with the 60 day notification period. Should you wish to cancel this membership after the 6 months the 60 day notice period will be required. Your membership and benefits can then still be used until the termination date of your membership. Should you wish to cancel your membership you need to access your Team Up account and cancel your membership. You do not need to cancel your direct debit as no further payments will be taken after the termination date once you have cancelled your membership on Team Up.

Cancelling your direct debit prior to the final payment being taken is a breach of these terms and conditions. Failure to follow this process will result in outstanding payments being forwarded on to the debt recovery team, incurring further costs to you at an additional 100% of the outstanding amount. As soon as you cancel your direct debit details at your bank we are informed – this will lead to you receiving your first initial letter/email. You as the member will also receive emails from Team Up advising you that your membership is still active and you don't have any payments details attached to your account. In these emails you will again be reminded of the term and conditions you have signed into.

If you do not cancel your membership on team up you will incur the cost of the monthly membership each month as the membership is still live. This will lead to additional costs for you. You do not need to contact us at the gym or in writing to cancel your membership, you can do this on your own team up account.

### **Memberships no Longer for sale**

The following memberships are no longer for sale. If you already possess one of these memberships the terms and conditions that you agreed on sign up (below) are still valid. We have all electronic agreements stored within Team Up.



#### Platinum

This membership bills every month. Payment for the first partial period will be prorated according to the days remaining in the period. This membership entitles the purchaser to a full or partial discount on events / sessions offered by the business. Some classes/events may be excluded from this membership unless otherwise noted, this membership is non-transferable. Your payment details will be securely stored in our system for the duration of the membership. This membership cannot be cancelled early. This membership is for a minimum 6 month period, should termination of the membership occur within the 6 months the remaining time still needs to be paid along with the 60 day notification period. After the 6 months should you wish to cancel the membership a notice period of 60 days must be given resulting in two more payments. Your membership and benefits can then still be used until the termination date of your membership. Failure to adhere to this will result in additional charges in line with our main Terms and Conditions agreed by you on sign up.

- Semi- Private Bronze membership
- Semi- Private Silver membership
- Semi- private Gold membership

This membership bills every month. Payment for the first partial period will be prorated according to the days remaining in the period. This membership entitles the purchaser to a full or partial discount on events/classes offered by the business. Some classes/events may be excluded from this membership. Unless otherwise noted, this membership is non-transferable. Your payment details will be securely stored in our system for the duration of the membership. This membership cannot be cancelled early. The full 3 months must be purchased to receive the rate listed.

Should you require to cancel the membership a notice period of 60 days must be given resulting in two final payments. Your membership and benefits can then still be used until the termination date of your membership. Failure to adhere to this will result in additional charges in line with our main Terms and Conditions agreed by you on sign up.

#### Gold Plus (no longer for sale)

This membership bills every month. Payment for the first partial period will be prorated according to the days remaining in the period. This membership entitles the purchaser to a full or partial discount on events/classes offered by the business. Some classes/events may be excluded from this membership. Unless otherwise noted, this membership is non-transferable. Your payment details will be securely stored in our system for the duration of the membership. This membership cannot be cancelled early. The full 1 month must be purchased to receive the rate listed.

Should you require to cancel the membership a notice period of 30 days must be given resulting in one final payment. Your membership and benefits can then still be used until the termination date of your membership. Failure to adhere to this will result in additional charges in line with our main Terms and Conditions agreed by you on sign up.



Gold (no longer for sale)

This membership bills every month. The first payment is due on the membership's start date. This membership entitles the purchaser to a full or partial discount on events/classes offered by the business. Some classes/events may be excluded from this membership. Unless otherwise noted, this membership is non-transferable. Your payment details will be securely stored in our system for the duration of the membership. This membership cannot be cancelled early. The full 6 months must be purchased to receive the rate listed. The membership then bills at the set amount per month. Cancellation is 60 days notice. This will mean two further payments will be taken after notice is given. Should you require to cancel the membership a notice period of 60 days must be given resulting in two further payments. Your membership can then still be used until the termination date of your membership. Failure to adhere to this will result in additional charges in line with our main Terms and Conditions agreed by you on sign up.

The management reserves the right to increase the membership price in accordance with the rate of inflation (or as deemed necessary). A minimum of 2 months' notice will be given where applicable in line with our 60 day cancellation policy.

Agreeing to this document indicates you agree to these conditions and your agreement will be stored on the 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 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.