

# Membership Terms and Conditions



## Introduction

Please read these terms and conditions. They set out our responsibilities to you, and your responsibilities to us. If anything is not clear or if you have any questions, please ask a member of our team at your club. We will be happy to help.

## PART A – TERMS AND CONDITIONS OF MEMBERSHIP

### 1. Definitions

- a) **Access Card** means your membership card allowing you to enter the Club.
- (b) **Access Card Fee** means the Access Card Fee specified in the Agreement.
- (c) **Agreement** means this membership agreement made between you and Jetts. The Agreement includes the documents referred to in clause 2(b).
- (d) **Billing Account** means the bank account nominated by you to have your DD Membership Fee deducted from.
- (e) **Club** means the Jetts gym as specified in your Membership Agreement or any Club that your membership may be transferred to.
- (f) **Club Access** means the initial Joining Fee and Access Card Fee specified in the Agreement.
- (g) **Club Rules** mean the Club rules as amended from time to time, which are located at the Club.
- (h) **DD Membership** means a weekly membership, with recurring fortnightly direct debit payments.
- (i) **DD Membership Fee** means the fortnightly fee payable for the DD Membership.
- (j) **Dishonour Fee** means a £10.00 fee.
- (k) **Foundation Member** means a Member that has a Foundation Membership as categorised by this Agreement.
- (l) **Fighting Fit Pre-Workout Questionnaire** means the pre-workout questionnaire that the Member is required to complete prior to using the Club.
- (m) **Jetts** means the entity specified on your Membership Agreement .
- (n) **Joining Fee** means the fee specified in the Agreement.
- (o) **Member** means the individual who has entered into this Agreement with Jetts.
- (p) **Membership Agreement** means the form provided to you by Jetts requiring you to provide the relevant details to Jetts (e.g. name, address, payment card details) relating to your membership.
- (q) **Membership Fees** means the fees that are due and payable by you pursuant to this Agreement.
- (r) **Minor** means members under the age of 18.
- (s) **Paid In Advance (PIA) Membership** means Members that have paid in advance according to the level of PIA membership as specified in this Agreement.
- (t) **Policies** means the Jetts membership policies as amended from time to time, which are located at [www.jetts.co.uk](http://www.jetts.co.uk) and available at your Club on request.
- (u) **Privacy Policy** means the Jetts privacy policy which is available at [www.jetts.co.uk](http://www.jetts.co.uk) or by emailing [Privacy@jetts.co.uk](mailto:Privacy@jetts.co.uk)
- (v) **Products** means any products that are purchased pursuant to Jetts sale of goods terms and conditions.
- (w) **Staffed Hours** means the hours for the Club, which are located at the entrance to the Club or at [www.jetts.co.uk](http://www.jetts.co.uk)  
Jetts reserves the right to change the Staffed Hours at any time without notice.
- (x) **Written Notice** means notice in writing, given in person, by email or post to the parties' last known address.

### 2. Terms and Conditions

- (a) Your membership is governed by this Agreement.
- (b) This Agreement incorporates these terms, the Membership Agreement, the Policies, the Club Rules and the Privacy Policy.

(c) Accepting this Agreement does not automatically entitle you to a membership as your application may be subject to further review by Jetts.

(d) Jetts may make reasonable changes to this Agreement at any time, as long as we give you notice before we make the changes.

### 3. Membership

(a) **Start Date** Your membership will begin on the day when you sign your Membership Agreement.

(b) **Nature of Membership** Your membership permits you to use Jetts' premises, facilities, equipment and services as shown and limited by the membership type identified. You cannot transfer your membership to anyone else without the permission of Jetts [Is this what the Membership Transfer Policy covers?].

(b) **Change to Details** You must provide Jetts with any changes to your details which are relevant to your membership in writing.

(c) **All Club Privileges** Except as described in clause 18 [there isn't a clause 18], your membership entitles you to utilise "Jetts" branded clubs, as listed on the website.

(d) **Membership Hold** Jetts will only hold your membership in accordance with the requirements of the Jetts Membership Hold Policy available at the Club or at [www.jetts.co.uk](http://www.jetts.co.uk)

(e) **Membership Transfer – Paid in Advance (PIA)** A Member may transfer their PIA membership in accordance with the Membership Transfer Policy available at the Club or on [www.jetts.co.uk](http://www.jetts.co.uk)

(f) **Membership Transfers - Direct Debit (DD)** Members who pay fortnightly can transfer their membership in accordance with the Membership Transfer Policy available at the Club or on [www.jetts.co.uk](http://www.jetts.co.uk)

(g) **Foundation Membership Members** who duly complete and agree to this Agreement prior to the Club opening date are defined under the Policies as a Foundation Member. A Foundation Member has the privilege of maintaining the same membership price for the life of this Agreement. Termination of Foundation Membership privileges is effective on the date Jetts advises the member by Written Notice. Jetts reserves the right to terminate a Foundation Member's privileges in the event of the following:

- (i) A PIA membership is not renewed prior to its expiry date; (ii) A PIA membership is transferred to non-Member; or (iii) A PIA membership is cancelled or terminated; or (iv) A DD membership is cancelled or terminated; or (v) A DD membership is in arrears; or
- (vi) A DD membership is transferred in accordance with the Membership Transfer Policy; or (vii) A member's conduct is improper, harmful or illegal and contrary to the best interest of Jetts and / or its Members.

### 4. Fees, Payments and Overdue Payments

(a) You agree to pay all Membership Fees as set out in this Agreement.

(b) For a DD Membership your payments will be collected on a fortnightly basis in advance.

(c) For a PIA membership, you must pay your membership in advance according to your level of PIA membership as indicated by Jetts to you.

(d) For all memberships you must make payment of the Club Access and pro-rata amount in advance and the balance of the Membership Fees (a) by way of direct debit for a DD membership, or by credit card or EFTPOS for a PIA membership.

(e) You must provide to Jetts, in the form requested by Jetts, a direct debit instruction to your bank authorising the payment from your Billing Account of the Membership Fee due for each direct debit period to the Jetts payment provider.

(f) Jetts will try to contact you by phone, sms or email if you do not pay your membership fee when it is due. In the event that Jetts cannot contact you, we will provide you with Written Notice of overdue payments.

(g) A Member will be charged a Dishonour Fee in the event that a fortnightly direct debit payment is dishonoured by their financial institution.

(h) A Member will be charged a £20.00 fee if their Access Card is damaged or lost and requires replacement.

(i) Additional fees (being bank charges or administrative charges incurred by Jetts) will apply for any overdue or late payments.

(j) If there are repeated failures to meet your payment obligations (other than through the fault of Jetts or its payment provider), without prejudicing Jetts' rights to recover any overdue payments, your membership may be suspended or terminated by Written Notice to you.

(k) cancelling your direct debit does not mean you have given us notice to end your membership. You will have to pay Jetts for any unpaid fees until you have given us notice to end your membership in line with this Agreement.

(k) Jetts may need to change the Membership Fees charged to Members for use of the Club facilities from time to time. Jetts will give you at least 30 days Written Notice of the changes and make it clear the date on which the changes will take effect and the cost of your membership after the increases. The changes will take effect 30 days after the Written Notice has deemed to be received by you. We deem receipt to have occurred 2 business days after the Written Notice was sent. At the end of the 30 day period, if you have not ended your membership, you authorise Jetts or its payment provider to debit the new amount to your account. For the avoidance of doubt in the case of PIA membership, no increases in fees will affect the cost of a member's current prepaid period.

## **5. Minimum Age**

(a) All Members of Jetts must be a minimum of 16 years of age. All Minors must have a parent or legal guardian agree to the terms of this Agreement. All Minors must attend the Club to obtain a membership.

(b) Minors aged 16-17 years of age must comply with the restrictions outlined in the Membership Age Policy available at the Club or on jetts.co.uk.

## **6. Staffed Access**

(a) A Member may be subject to a Staffed Access only membership, which will only allow them to attend the Club during Staffed Hours.

## **7. Access by Non-Members**

(a) Jetts only grants Members, unless otherwise specified in this Agreement, access to the Club. No Member is permitted to bring a non-Member into the Club.

(b) If a Member breaches clause 7(a) of this Agreement, the Member acknowledges that:

(i) they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member unless caused through the negligence, omission or breach of statutory duty of Jetts;

(ii) the act of bringing a non-Member into the Club constitutes automatic acceptance by the Member of a new membership for the non-Member. The Joining Fee and Access Card Fee, in addition to the DD Membership Fee, will be charged to the Member in the following ways:

(1) for a Member who holds a DD Membership, this amount will be deducted from their nominated bank account; and

(2) for a Member who holds a PIA Membership, the Member will receive an invoice for this amount.

(iii) payment of the amount in accordance with the clause above will entitle the non-Member to use the Club for one fortnight; (iv) in order for the non-Member to take advantage of the new membership, they will need to attend the relevant Club and comply with all of the obligations that all new Members are required to comply with pursuant to this Agreement; and (v) Jetts reserves the right to terminate the membership of the Member who brings a non-Member into the Club.

## **8. Orientation**

(a) It is a condition of this Agreement that you participate in a scheduled Member orientation program.

(b) The orientation focuses on various aspects of the Club including, but not limited to, Club layout, amenities and entry and exit areas.

(c) Jetts may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

(d) You acknowledge and agree that "Jetts" branded clubs may have different equipment and/or a different layout. You acknowledge and represent to Jetts that you will seek assistance from Jetts personnel before using equipment that is unfamiliar to you.

## **9. Physical Condition**

- (a) **You are responsible for monitoring your own physical condition.** It is your responsibility not to use any equipment which may adversely affect any medical condition. If you have any concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice. You should always warm up properly and take time to cool down after your activity.
- (b) You hereby represent to Jetts and its directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Club or its facilities.
- (c) If you have any health or medical concerns now or after you join as a Member of the Club, you must discuss them with your doctor before using the equipment or the Club.
- (d) You acknowledge that Jetts did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.

## **10. Fighting Fit Pre-Workout Questionnaire**

- (a) It is a condition of membership with Jetts that each Member, prior to using the Club, has to complete the Fighting Fit Pre-Workout Questionnaire.
- (b) You will not be permitted to use the Club until you have completed the Fighting Fit Pre-Workout Questionnaire.
- (c) Jetts reserves the right to restrict, suspend or terminate your membership if Jetts is of the reasonable opinion that you are unfit to utilise the Club on a 24/7 basis. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide Jetts with a medical certificate confirming that you are fit to train.

## **11. Video Surveillance**

- (a) For security purposes, Jetts uses video surveillance equipment to monitor the Club on a 24 hour basis.
- (b) By accepting this Agreement you acknowledge that by accessing any "Jetts" branded club you will be subject to video surveillance and recording.
- (c) Video surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

## **12. Equipment**

- (a) You understand and acknowledge that Jetts purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club.
- (b) You understand and acknowledge that Jetts is providing recreational services and may not be held liable for defective products or equipment in the absence of negligence or breach of statutory duty on the part of Jetts.

## **13. Liability for Property**

- (a) Jetts is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in a locker other than liability which arises from our negligence or our failure to take reasonable care.
- (b) If you cause damage to the Club or any equipment which is not attributable to the negligence, omission or breach of statutory duty of Jetts, you will be liable to Jetts for the reasonable cost of repair or replacement.

## **14. Limitation of Liability**

- (a) You hereby waive and release Jetts from any and all responsibility for injuries or damage resulting from your use of the Club, or of Jetts equipment or facilities, save in respect of death or personal injury caused by our negligent act, omission or breach of statutory duty.
- (b) If you accept this Agreement, you agree to restrict the liability of Jetts if you are killed or injured, with the result that compensation may not be payable if you or a third party suffers death or personal injury except where this is caused by our negligent act, omission or breach of statutory duty.

(c) A parent or legal guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

(e) Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

## **15. Cooling Off Period**

(a) All new memberships are subject to a cooling off period of 14 days.

(b) A request for termination of membership during the cooling off period must be made by Written Notice.

(c) For any membership terminated validly during the cooling off period, Jetts will refund to you the total of all Membership Fees paid as at that date, unless you select to commence your membership immediately, or you ask us to start your membership early, in which case you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used.

## **16. Your Right to Terminate Your Membership**

(a) You may terminate your membership at any time on the following basis:

(i) You provide a Written Notice to request termination of your membership to Jetts. (ii) If your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using the Club:

(A) your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and

(B) there will be a refund of any unused Membership Fees.

(iii) In the event of death, your estate must provide written evidence in the form of a death certificate and all unused Membership Fees will be refunded. (iv) If your request for termination is for reasons other than permanent sickness or physical incapacity:

**(A) in relation to DD Memberships:**

(1) you may terminate your membership at any time;

(2) you must provide Jetts with Written Notice of termination with Jetts processing your termination as follows: (a) Written Notices received before 5pm on a Business Day will be actioned that Business Day or (b) Written Notices received after 5pm or on a day other than a Business Day will be actioned the next Business Day; and;

(3) the Member will not incur any financial obligations under this Agreement on and from the date that the Written Notice has been processed and accepted by Jetts and the Member has a right to continue attending the Club until the Member's pre-paid period expires.

**(B) in relation to PIA Members:**

(1) you may not terminate the membership during the prepaid period (or get a refund), unless you suffer from a permanent sickness or physical incapacity as described in clause 16 (a)(ii); and

(2) if you do not renew your PIA membership by the renewal date, your membership will automatically expire.

## **17. Jetts' Right to Restrict or Terminate Your Membership**

(a) Jetts may restrict your membership (including by limiting access to other "Jetts" branded clubs and for limiting access to Staffed Hours) at any time on the following basis:

(i) concern for the health and/or safety of the Member; or (ii) non-compliance, improper or harmful conduct engaged in by the Member.

(b) Jetts may terminate your membership at any time on the following basis:

(i) you fail to make any payments of your Membership Fees; (ii) Jetts reasonably suspects that you are engaging in illegal activity in the Club; (iii) you fail to follow any of the Policies or Club Rules, or violate any part of this Agreement; or (iv) your conduct is improper or harmful to the best interest of Jetts Members.

(c) In the event that Jetts terminates your membership in accordance with clause 18(b), termination will be effective on the date that Jetts sends Written Notice. You are liable for all financial obligations until that date. If you are a PIA Member, Jetts will have the right to retain a portion of the money you have paid under this agreement to cover any reasonable costs we have to pay.

(d) Upon termination of your membership by Jetts, you will cease to have access to the Club, and Jetts has the discretion to deny you access to any "Jetts" branded club. Any money owing to Jetts when your membership ends, remains immediately due and payable and Jetts will deduct the amount outstanding from any refund which you may be eligible. If there is not enough money to cover the amount owing to Jetts, you must pay the balance of the amount owing.

(e) Upon termination of your membership by your election, you may continue to use the Club for any period that you have paid in advance. You will cease to have access to the Club once any period you have paid in advance expires.

(f) Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

## **19. Unauthorised Cessation of Direct Debit**

If you cancel your direct debit mandate without having terminated the Agreement in accordance with these terms and conditions then you may be liable to Jetts for any unpaid fees or fees incurred by Jetts in collecting such unpaid fees.

## **20. Assignment**

Jetts may assign or novate its rights under this Agreement at any time without prior consent.

## **21. Risk Warning**

(a) Jetts warns that whilst you are on our premises using our Club and recreational services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:

- (i) slipping on wet flooring;
- (ii) being struck by weights;
- (iii) colliding with equipment, or other Members.

## **22. Data Protection**

(a) Jetts adheres to the Data Protection Act 1998. We will deal with all information we hold about you in line with our Privacy Policy.

## **23. General**

- (a) No waiver by the Jetts of any breach of these terms by a member shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (b) If any provision of these terms 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.
- (c) These terms and conditions shall be governed by the laws of England.