

TERMS & CONDITIONS

Agreement administered on behalf of Wright Leisure Limited /as Xercise4Less by Harlands Services Ltd
HELPLINE – 01444 449 033 / xercise4less@harlandsgroup.co.uk / 2nd Floor Rockwood House, 9-17
Perrymount Road, Haywards Heath, RH16 3TW.
Registered in England No. 2982925 VAT Registration No. GB 799 7113 70

PRINCIPLE TERMS

1. This agreement is between you and Wright Leisure Limited trading/as Xercise4Less. This agreement commences once you have indicated your acceptance in the joining process. If you did not join on the clubs premises you have 14 full days after joining (or 14 full days from when your chosen club opens, if you joined during a pre-opening sales phase) to cancel this agreement for any reason. To exercise this right you must inform Xercise4less by using the cancellation option in your Xercise4Less app or by visiting the Xercise4less website and submitting a cancellation form.

If you exercise this right to cancel we (Harlands Services from Xercise4Less) will reimburse you all joining and membership fee payments received from you. If you have used the service before requesting to cancel then we (Xercise4Less) will reduce your membership fee refund by a pro rata amount equal to the number of days from joining to the date cancellation was requested.

If you joined on our trade premises you have no legal entitlement to a cooling-off period.

2. Your membership starts immediately (or when your club opens in the case of a pre-sale membership).
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen. Memberships are not transferable to another person or branch.

FEES AND CHARGES

4. The Direct Debit Payment Amount is due from you to us (Xercise4Less). 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. You are unable to amend the date of your Direct Debit payments.
5. 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 (Harlands Services) on demand an administration fee of £25 (which we (Harlands Services) require to cover our costs of seeking to pursue such payment from you).
6. You agree to advise us (Harlands Services or Xercise4Less) promptly of any change to your agreement details that you provided upon joining.
7. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we (Harlands Services) 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 (Harlands Services).
8. Once you have completed the Minimum No. Of Direct Debit Payments we (Harlands Services) will automatically continue collecting Direct Debit Payments 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 (Harlands Services) advise you in writing giving not less than 30 days' notice.
9. If you have fulfilled your commitment to the membership you have joined, you may prevent the Automatic Renewal at any time by visiting the Xercise4less website and submitting an online cancellation form (you should give us (Xercise4Less) not less than 30 days' notice).
10. Harlands will manage and process the cancellation of your membership upon receipt of a properly submitted cancellation request form either via the cancellation option in your Xercise4Less app or the Xercise4Less website. Should your direct debit be cancelled at any time you may incur fees as a result of any missed payments. If you wish to have confirmation of any amendments to your account at any stage please contact the Harlands helpline on xercise4less@harlandsgroup.co.uk or by phone on 01444 449033.

11. CANCELLATION WITHIN CONTRACT

Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from any Xercise4less facility upon receipt of a copy of a utility bill or bank statement showing the new address. Visit the Xercise4Less website and upload the relevant documents when you complete the online cancellation form.

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. Visit either the Xercise4Less app or the Xercise4Less website and upload the relevant documents when you complete the online cancellation form.

Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood - Visit either the Xercise4Less app or the Xercise4Less website and upload the relevant documents when you complete the online cancellation form.

Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given - Visit either the Xercise4Less app or the Xercise4Less website and upload the relevant documents when you complete the online cancellation form.

Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided.

Only cancellations submitted online via the app or website will be accepted

Breach: This agreement can be cancelled if we (Xercise4Less) 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.

12. FREEZING

You are able to freeze your membership for a continuous period of up to 3 months without charge, for any reason. We will allow a maximum of 3 months frozen membership in any one calendar year.

Temporary Illness or Injury: This agreement may be frozen for a maximum of 3 months in addition to the allowable 3-month freeze period as outlined above, 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

All freeze requests must be submitted either via your Xercise4Less app or the Xercise4Less website and will not be effective until your request has been confirmed by Harlands Services Limited.

Once your freeze has been processed you will not have access to the facilities until the freeze period has come to an end.

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. (Freeze of payment must be submitted 14 working days before the direct debit payment is due to be taken, if the submission is too close to the payment date the following payment will be frozen).

Please note if your membership included the benefit of a free period then we (Harlands Services) will stop making collections during that free period and recommence making collections on the renewal date.

13. GENERAL TERMS

The Monthly membership fee is due each month in full, upfront, in advance and with the exception of cancellations under the principal terms, no partial refund of the monthly membership fee will be made unless you are cancelling under cooling-off regulations detailed in Clause 1.

You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We (Xercise4Less) may make reasonable changes to these Rules at any time provided we (Xercise4Less) give you reasonable advance notice of the change.

If we (Xercise4Less) 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.

We (Xercise4Less) will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us (Xercise4Less) you must do so within the United Kingdom. Relevant UK law will apply.

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.

We (Xercise4Less) 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 within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us (Xercise4Less) to have occurred primarily in order to qualify you for a refund.

By ticking the relevant boxes during the sign-up process you are agreeing to the contractual agreement. You will only be granted access to the facilities once you have