

# VISION TERMS AND CONDITIONS

## Vision Health and Fitness Club Limited

### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to, and use by, members and other users of any facilities and services provided by Vision Health and Fitness Club Limited a company registered in England and Wales under number 08362823 whose registered office is at 2 Sands Industrial Estate, Swalwell, Newcastle upon Tyne, NE16 3DJ. VAT Registration Number: 253473405
- B. where the member and any other user of the facilities or services of the gym is a “consumer” as defined by the Consumer Rights Act 2015.
- C. together with the Health Commitment Statement, membership plan and the Code of Conduct to form the agreement between you and us.

### 1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>business</b> ”	means any business, trade, craft, or profession carried on by you;
“ <b>consumer</b> ”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual member of the gym who receives or uses any facilities or services of the gym for the member’s personal use and for purposes wholly or mainly outside the purposes of any business;
“ <b>Data Protection Legislation</b> ”	means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;
“ <b>Code of Conduct</b> ”	The Gym’s VHF Code of Conduct as provided on their Website at <a href="http://www.visionhealthandfitness.co.uk/vhf_code_of_conduct">www.visionhealthandfitness.co.uk/vhf_code_of_conduct</a> ;
“ <b>the gym</b> ”	means all facilities, services and equipment provided by us to you, currently at our premises at 2 Sands Industrial Estate, Swalwell, Newcastle

upon Tyne, NE16 3DJ and any future sites that we may open and operate as gyms for our members from time to time;

<b>“member/you/your”</b>	means an individual who is a consumer and whose application for membership of the gym has been accepted in writing by us, and he/she will be a member thereafter for as long as he/she remains a member as provided by these Terms and Conditions;
<b>“membership”</b>	means membership of the gym;
<b>“membership fees”</b>	means the fee(s) due for membership;
<b>“joining fee”</b>	means the fee payable for joining the gym separate from the membership fees;
<b>“membership plan”</b>	means any minimum period of membership at any of the different grades of membership;
<b>“month”</b>	means a membership billing period (which is not necessarily a calendar month); and
<b>“Regulations”</b>	means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Consumer Rights Act 2015;
<b>“we/us/our”</b>	means Vision Health and Fitness Club Limited whose place of business and contact address is 2 Sands Industrial Estate, Swalwell, Newcastle upon Tyne, NE16 3DJ;

## **2. INTERPRETATION**

2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.1.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented from time to time; and

2.1.2 a paragraph or sub-paragraph is a reference to a paragraph of these Terms and Conditions.

2.2 The headings used in these Terms and Conditions are for convenience only and will have no effect on the interpretation of these Terms and Conditions.

2.3 Words signifying the singular number shall include the plural and vice versa.

2.4 References to any gender shall include the other gender.

- 2.5 Where there is any conflict or inconsistency between the provisions of these Terms and Conditions and the provisions contained in the documents listed in paragraph 21 of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

### **3. THESE TERMS**

- 3.1 **What these terms cover.** These are the terms and conditions on which we supply our services to you.
- 3.2 **Why you should read them.** Please read these terms and conditions carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **4. HOW TO CONTACT US**

- 4.1 **How to contact us.** You can contact us by telephoning us on 0191 4476919 or by writing to us at [memberships@visionhealthandfitness.co.uk](mailto:memberships@visionhealthandfitness.co.uk) or Vision Health and Fitness Club Limited, 2 Sands Industrial Estate, Swalwell, Newcastle upon Tyne, NE16 3DJ.
- 4.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when becoming a member.

### **5. PROVIDING OUR SERVICES**

- 5.1 We will begin and end the services on the date set out in the membership plan.

### **6. GENERAL TERMS APPLYING TO ALL MEMBERS**

- 6.1 This agreement commences once you have indicated your acceptance in the declaration section of the sign up process.
- 6.2 Your membership starts immediately irrespective of the date of your first visit.
- 6.3 You will be entitled to the full rights and privileges exercisable for the type of membership chosen.
- 6.4 Your membership will be in accordance with your membership plan, and your use of the gym must always be in accordance with your membership plan.
- 6.5 You cannot transfer this membership to anyone else without our prior written permission. Any transfer is subject to the payment of a reasonable administration charge.

- 6.6 You must be at least 16 (18 for Direct Debit memberships) years old to become a gym member.
- 6.7 You agree to comply with the gym's Code of Conduct, which are available online at [www.visionhealthandfitness.co.uk/vhf\\_code\\_of\\_conduct](http://www.visionhealthandfitness.co.uk/vhf_code_of_conduct) and are also displayed prominently throughout the gym. We may make reasonable changes to the gym's Code of Conduct at any time, provided we give you reasonable notice of any changes.
- 6.8 **You acknowledge and agree to the gym's Health Commitment Statement and confirm that you are in good physical condition and the information contained in the application form completed as part of the joining process is true and accurate.** Furthermore, you confirm that you are capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. You also agree to advise us immediately should your circumstances change prior to continuing to use our gym.
- 6.9 **There may be occasions where we have to suspend our services to you.** This may involve closing all, or part of, the gym for reasons such as maintenance, upgrades and, emergencies. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will do our best to ensure that any planned closures are outside of peak visiting hours and are kept to a minimum. If we have to suspend the services for a continuous period of more than 3 continuous days you shall be entitled to an extension to your membership for any lost time that you were prevented from using the gym.
- 6.10 **We do not offer personal training directly through the gym as part of any of our membership plans.** Personal training must be arranged with one of the independent approved personal trainers who operate from within the gym and all fees relating to personal training must be paid directly to them. As such, we will not be liable or responsible for any fees paid to a personal trainer.

## **7. FEES, CHARGES AND, CANCELLATION**

- 7.1 Membership fees may vary from club to club and will be charged at the rate according to your membership plan.
- 7.2 Any joining fee payable is due immediately on execution of these Terms and Conditions and is payable either by debit / credit card or cash at the time of purchase. This fee is not refundable other than in the event of breach or negligence by us or on the valid exercise of your statutory cancellation rights, as set out in paragraph 7.5 below.
- 7.3 The membership fee is due immediately on execution of this agreement and is payable either by debit/credit card, direct debit mandate or cash at the time of purchase.

- 7.4 Cash payments for the membership and joining fees are only accepted on-site for transactions completed in the gym and not for transactions completed remotely.
- 7.5 As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you did not sign up on our premises, you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. To exercise this right you must inform us of this by post, email or telephone using the details above. If you exercise this right to cancel we will reimburse you all Joining and Membership Fee payments received from you using the same means of payment you used for the initial transaction. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, If you have used the service before requesting to cancel then we will reduce your membership fee refund by a pro rata amount equal to the number of days from sign-up to the date cancellation was requested.
- 7.6 **Apart from exercising your cancellations rights, as set out above in paragraph 7.5, 8.1 and 8.6, you may not cancel your membership for any other reason.**
- 7.7 **Annual Membership only.**
- 7.7.1 **Members who pay by direct debit.** Subject to the cancellation terms set out in paragraph 7.5 your Annual Membership is for a fixed term of 12 months. After this initial period of 12 months it will be renewed automatically and direct debit payments will be collected automatically and your membership extended by one month for each payment taken as indicated by the membership plan you have selected. You may cancel your membership by giving one complete calendar month's written notice to terminate your membership, and such notice may be given at any time after the end of the eleventh month from the date of commencement of your membership but shall only be effective from the first day of the following month.
- 7.7.2 **Members who pay their annual membership fee in full at the beginning of their membership period.** Subject to the cancellation terms set out in paragraph 7.5 your Annual Membership is for a fixed term of 12 months. At the end of your membership period you may renew your membership with the gym otherwise your membership will come to an end.
- 7.8 **Daily Membership.** You may join in to a Class on the day of your membership if space is available and upon payment of the required fee. **Should you choose to not use your Daily Membership you will not be entitled to a refund.**
- 7.9 **Early Bird Membership only.**

- 7.9.1 Early Bird Memberships are fixed for a 12 month term and are paid on a monthly basis by direct debit.
- 7.9.2 **Your membership period and access to the gym will only commence on the date detailed in your membership plan.**
- 7.9.3 One direct debit payment will be taken from you when you sign up to the early bird membership followed by 11 further payments commencing one month after the start of your membership period.
- 7.9.4 At the end of your membership period, your Early Bird Membership will automatically revert to an Annual Membership and paragraphs 7.7.1 and 8.8 will apply.

**7.10 Free day pass membership only.**

- 7.10.2 Free passes are valid for one day only.
- 7.10.3 Free passes have no resale value, and cannot be exchanged for cash or any other product or service.
- 7.10.4 Free passes must be used before the advertised expiry date. Passes not used before this date will be cancelled without warning.
- 7.10.5 Free passes entitle the user to all the rights and privileges of the selected clubs peak membership plan excluding classes.
- 7.10.6 You may partake in a class on the day of your free pass if, space is available and upon payment of the required fee.
- 7.10.7 You cannot transfer your free pass to anyone else.
- 7.10.8 If you do not use your free pass before it expires, it will be at our sole discretion if we decide to issue another Free pass or not.

**8. TERMINATION OF MEMBERSHIP**

- 8.1 You may terminate your membership on 1 month's prior written notice if we tell you that we are increasing our membership fees as detailed in paragraph 9.1 of this agreement.
- 8.2 We may terminate your membership without notice and with immediate effect in the event that you:
  - 8.2.1 commit a serious breach of our Codes of Conduct displayed within the gym and/or available online; or
  - 8.2.2 engage in violence, excessive use of bad language, threatening or drunken behaviour, inappropriate sexual activities or be under the

- influence of illegal drugs in a way that disturbs gym staff or the enjoyment of the gym by other members; or
- 8.2.3 repeatedly commit minor breaches of our Code of Conduct; or
  - 8.2.4 in the event of a breach capable of remedy, do not remedy the breach within 7 days of receipt of a written default notice from us; or
  - 8.2.5 act in a manner that is, in our reasonable opinion, unacceptable (for example engaging in stealing or other criminal activities at the gym, misuse of gym equipment or behaving in an anti-social manner); or
  - 8.2.6 commit a breach of paragraph 6.8 above; or
  - 8.2.7 withhold consent as required in paragraph 12.2 below.
- 8.3 **We may terminate your membership if any part of the monthly membership subscription remains unpaid 30 days after the date due for payment.** We may engage a collections agency to pursue you for the debt and you accept that you will be responsible for all costs of any agency seeking to recover payment from you. A late payment charge may be raised if the debt remains unpaid after 30 days.
- 8.4 **We may deny you access to the gym whilst any membership fees payable by you or other sums are due and remain outstanding.**
- 8.5 **In the event of termination of your membership in accordance with paragraph 8.2 above you will be liable to pay reasonable compensation to the gym in respect of any monies which at the time of such termination are owing to the gym in accordance with these Terms and Conditions,** alternatively, if money has been paid in advance under these Terms and Conditions, to retain a proportion of the money so paid, to cover any reasonable costs or losses incurred in dealing with terminating your agreement.
- 8.6 You may terminate your membership on 30 days written notice, accompanied by reasonable evidence if you:
- 8.6.2 are unable to use the gym through serious illness or injury likely to preclude you from using the gym for a period of at least two calendar months;
  - 8.6.3 are made redundant or loses their job and is unable to find alternative employment for a period of at least two calendar months; or
  - 8.6.4 permanently relocates to a new address which is outside the locality of the gym, being a distance in excess 15 miles from the gym or in the event that such current address is already in excess of 15 miles from the gym then the new address will increase this distance in excess of 10 miles.

- 8.7 **Termination under paragraph 8.6 for annual memberships that have been paid in advance** will entitle you to a refund subject to an administration fee of £50. This will be calculated proportionately to the full membership fees payable for such period, taking account of the monthly subscription rate charged in your membership plan and the period over which you have had the benefit of using our gym;
- 8.8 **Termination under paragraph 8.6 for annual memberships that are being paid by direct debit** requires you to cancel your direct debit instructions with your bank no less than 30 days after you have provided us with your notice to terminate and provided the necessary supporting evidence.

## **9. PRICES**

- 9.1 From time to time we may need to increase the price of a membership. We will give you at least 30 days prior written notice of any price increase and will make it very clear when the price increase will take effect from and how much your membership will cost after the increase. This notice will be given by posting a written notice on the gym's notice board and on our website. If you are unhappy with any price increase you may exercise your right to terminate your membership in accordance with paragraph 8.1. If you do not terminate your membership by the date given to you in the notice then the price of your membership will be increased in accordance with our notice.
- 9.2 Price drops are valid exclusively at the gym highlighted. The price given is the lowest price available and may apply to off-peak or standard monthly memberships – please see the individual club page for more details.

## **10. PROMOTION TERMS**

- 10.1 We reserve the right to end any promotion at any time without warning.
- 10.2 Zero joining fee offers are only valid for 12 month peak and platinum gym membership plans, paid via direct debit.

## **11. ACCESS CONTROL**

- 11.1 For all membership types, excluding free passes and day passes, we will take a biometric scan of your fingerprint when you become a member and on your first visit to the gym which will provide you with access to the gym. You may not enter the gym or use any of its facilities without a valid biometric fingerprint scan.
- 11.2 It is prohibited for members to use their fingerprint to allow others to gain entry to the gym, whether such other individuals are members, non-members or others.



## **12. PRIVACY**

- 12.1 Any personal data we collect from you will only be used by us in accordance with Data Protection Legislation in force. We will hold your personal data and in the case of your biometric data, “special category data” as defined under the EU General Data Protection Regulations 2018 (“GDPR”). The processing and storage of this data is detailed in our privacy policy which can be accessed on our website at [www.visionhealthandfitness.co.uk/policies/privacy\\_policy](http://www.visionhealthandfitness.co.uk/policies/privacy_policy).
- 12.2 Under the GDPR we are required to obtain your explicit consent to process special category data. If you do not consent to us processing your data for this purpose then we will not be able to grant you access to the gym and your membership will be cancelled. All monies paid to us will be fully refunded within 14 days of cancellation using the same means of payment you used for the initial transaction.

## **13. EQUIPMENT AND FACILITIES**

- 13.1 All gym equipment is inspected and tested on a regular basis and in any event no less than once a month. We further have maintenance carried out as required to ensure all equipment is available for use
- 13.2 If you become aware of any damaged or defective equipment you must immediately cease using such equipment and inform a member of our staff.
- 13.3 We may be required to withdraw equipment at any time and for any reason including, but not limited to, maintenance, repair, and/or modification.
- 13.4 Equipment and facilities are made available subject to a first-come, first served, basis.

## **14. CAR PARKING FACILITIES**

- 14.1 Where we provide car park facilities for members to be used only when you are using the gym and subject to the availability of spaces.
- 14.2 We accept no liability for any loss or damage, howsoever caused which may result from your use of any car parking facilities provided by us.

## **15. CLASS BOOKINGS**

- 15.1 You must book in advance to attend any class, workshop or other event provided by us. No priority is given and places are allocated on a first come, first served basis.
- 15.2 If a class requires the payment of an additional fee over and above the membership fee, members must pay this at the time of booking.

- 15.3 If a class requires specialist clothing, footwear, or other items, which you must provide, details about the class will be provided at the time of booking. If you do not comply with the requirements for specialist equipment, footwear or other items, we may not allow you to participate in the class and any additional fees paid will not be refunded.
- 15.4 When you attend classes, you must arrive at least 10 minutes before the scheduled time of the class. If you arrive later than this time, you risk losing your place in the class to another member even if you have booked it. We are not obliged to allow another member to take up your place in that case, but we may in our discretion allow them to do so, and, in such cases, we will refund you any additional fee you have paid for that class.
- 15.5 If a class involves a warm-up session, and you arrive after the commencement of the warm-up session, we reserve the right to refuse entry into the class on the grounds of health and safety.

## **16. CHANGING FACILITIES**

- 16.1 Separate changing rooms and showers are provided for men and women. We ask that you respect the changing areas and leave them clean and tidy after use.
- 16.2 Lockers are provided free of charge for members use. They are available on a first come, first served basis. Your membership does not guarantee the use of a locker.
- 16.3 You must bring your own padlocks to secure your locker, should you wish to use this facility. When available, padlocks are available for purchase from reception.
- 16.4 Lockers must only be used while you are using the gym. You are not permitted to store or leave items in lockers over-night. We reserve the right to remove padlocks from any lockers that remain locked at the end of the day and any items remaining in the locker will be placed into the lost and found property box. We will not be liable for any loss or damage to your padlock or the items left in the gym lockers.
- 16.5 We accept no liability for any loss or damage, which may result from your use of the changing facilities or lockers except if it is due to our or our staff's negligence.
- 16.6 Changing rooms are checked at the end of every day and any personal items found left in them will be placed into a lost and found property box for 28 days at reception. After this time, if the items are left unclaimed, they will be either donated to a local charity or disposed of.

## 17. CCTV

- 17.1 We operate CCTV throughout the gym to help us ensure a safe environment for all our members and for the purposes of crime detection and prevention. Full details on our use of CCTV can be found in our CCTV Policy, which is available to view at: [www.visionhealthandfitness.co.uk/policies/cctv\\_policy](http://www.visionhealthandfitness.co.uk/policies/cctv_policy)

## 18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 18.1 **Subject to 18.3, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence.** Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement with us was made, both we and you knew it might happen. **We will not be responsible for any loss or damage that is not foreseeable.**
- 18.2 We only provide our gym equipment and facilities to you as a consumer for your personal and private use/purposes. **We make no warranty or representation that our equipment and facilities, are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale).**
- 18.3 **We will not be liable to you for any reason any loss of profit, loss of business, interruption to business or for any loss of business opportunity.**
- 18.4 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 18.5 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:
- 18.5.2 the Consumer Rights Act 2015;
  - 18.5.3 the Regulations;
  - 18.5.4 the Consumer Protection Act 1987; or
  - 18.5.5 any other consumer protection legislation as that legislation is amended from time to time.

## **19. CHANGES TO TERMS AND CONDITIONS**

19.1 We may, from time to time, change these Terms and Conditions at our discretion without giving you notice, although we will use our reasonable endeavours to inform you in advance or as soon as is reasonably possible thereafter of any such changes by posting a written notice on our website and on the gym's notice board.

## **20. REGULATIONS**

20.1 We are required by the Regulations to ensure that certain information is given or made available to you as a consumer before we make our agreement with you (i.e. before we accept your application for membership) except where that information is already apparent from the context of the transaction. We will ensure that the information will be made available to you before we accept your application for membership. All information provided will form part of the terms of our agreement with you as a consumer.

## **21. INFORMATION**

21.1 Subject to paragraph 20, all of the information contained in our Terms and Conditions, Health Commitment Statement, Membership Plan, Code of Conduct and payment/fee information provided to you on-line during our sign up process will form our agreement with you as a member.

## **22. COMPLAINTS**

22.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our facilities, services or any other complaint about the gym or any of our staff, please raise the matter with Christian Clauzel who can be contacted by email at:

[Christian.clauzel@visionhealthandfitness.co.uk](mailto:Christian.clauzel@visionhealthandfitness.co.uk).

## **23. NO WAIVER**

23.1 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in

respect of your breaking this agreement that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide access to the gym, we can still require you to make the payment at a later date.

## **24. SEVERANCE**

24.1 If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **25. ASSIGNMENT**

25.1 We may transfer the benefit of this agreement and our rights under it to a third party. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement.

## **26. LAW AND JURISDICTION**

26.1 We will do our best to resolve any disputes over this agreement. If you wish to take legal action against us, you must do so under English Law.