



LONDON

# SOHO GYMS MEMBERSHIP TERMS & CONDITIONS

- Your choice of membership category on joining will determine the fees you pay. The Membership Application form sets out the membership and deposit fees payable when you join Soho Gyms (deposit only applicable to a monthly direct debit subscription). The membership fee and any other fees are payable in advance by each member (irrespective of actual use of the gym) either by cash, cheque, debit/credit card or direct debit agreement. If you wish to pay monthly by direct debit, these fees are collected on the 1st of each month, or the nearest working day thereafter, and membership is automatically renewed each year.
- A £50 deposit will be paid by you when joining on a monthly direct debit subscription. This will be refunded direct to your bank account in your 13th calendar month of membership. If you terminate your membership or cancel the direct debit within the first 12 months or have outstanding payments on your account the deposit will not be refunded and will be taken as a cancellation fee.
- Cancellation of membership payable by direct debit must be in writing or email to the Soho Gyms manager providing one full calendar month's notice e.g. written notice received on or before 31 December will terminate membership on 31 January and written notice received during January will terminate membership on 28 February. Notwithstanding the cancellation fee (only applicable to direct debit members with membership term less than one year, see previous paragraph) you remain liable for one calendar month's subscription during the notice period. Cancelling your direct debit instruction for the monthly fee or a verbal instruction to any member of staff is not sufficient.
- We operate a 10-day 'cooling off' period for all memberships (excluding daily and weekly passes) during which, should you change your mind about being a member of Soho Gyms, we will reimburse your membership fee. If you use the gym more than once during the 10-day period, we will deduct the cost of additional days used from this refund at the day-pass charging rate – e.g. if you use the gym three times within the 10 days, we'll deduct the cost of two day passes from the balance being reimbursed. All requests for cancellation/refunds must be made by email and directed to the gym.
- Your monthly direct debit subscription will be collected on the first working day of each calendar month. Your monthly direct debit membership fee is a full calendar month regardless of the actual collection date.
- If your Bank fails to make a direct debit payment from your account when due Soho Gyms will write or email to advise you of this. An administration fee of £15 may be charged for each failed direct debit payment.
- It is the responsibility of members to cancel the direct debit mandate after the final payment has been received. Soho Gyms will not be held responsible for payment issues arising more than 60 days from the effective cancellation date.
- Proof of postage requesting cancellation, hand delivered letters countersigned/photocopied by Soho Gyms staff or e-mail are the only criteria accepted as confirmation of cancellation in the event of a dispute. No member of staff is authorised to give verbal confirmation of termination of membership.
- A member who terminates their membership will have no claim to any refund of their charge(s). A member whose membership is terminated will forfeit all the privileges of membership e.g. sun bed courses, towel and locker hire without any refund.
- Members will be refused entry if outstanding payment issues are not settled and any payments outstanding 30 days after becoming due are liable for immediate recovery by lawful means.
- Membership may be refused or rescinded with good reason at the discretion of the management at any time and admission to Soho Gyms' premises may also be refused to any member or their guest at the discretion of the management.
- Membership is personal to the member and may not be assigned transferred sold on or otherwise dealt with and members who 'lend' their membership card to third parties will have their membership rescinded without a refund.
- Membership fees and other fees are reviewed periodically. Subscription charges are as posted at reception and may be varied by the management without notice. Direct debit subscribers will be given at least 10 working days written notice of any changes to the address provided by the member.
- Annual/short term fees paid in advance cannot be refunded under any circumstances. Soho Gyms provides multiple membership options and the greater the commitment the lower the overall annual subscription rate.
- To qualify for any discounted membership options you are required to supply evidence of your eligibility. You may be charged at the full membership rate until such evidence has been produced.
- Annual and monthly direct debit subscriptions that include a towel hire service, may request one towel per visit but any additional towel requests must be paid for at the normal towel hire rate.
- Locker hire is available as a direct debit option. The fees vary on locker size and/or the gym premises, and will be collected along with your monthly subscription.
- Membership cannot be suspended for any period of time. In exceptional circumstances such as injury or ill health, the management (at its sole discretion) may agree to suspend membership with documented medical evidence to a maximum of 6 months subject to a 'maintenance' fee of £10 per month or part thereof. The fee will be collected in place of your usual direct debit payment or in advance for fixed term memberships.
- All members agree to abide by the Rules as posted in the premises and on the website [www.sohogyms.com](http://www.sohogyms.com). Copies are available for members if requested. In the event of any dispute as to the meaning of the Rules or of these Terms & Conditions the reasonable interpretation of Soho Gyms Managing Director shall be final and conclusive.
- Membership may be withdrawn with no refund if any member breaks the Gym Rules.
- Neither Soho Gyms nor the employees or agents of Soho Gyms shall be liable for any loss damage or theft of personal property belonging to any member or any guest of a member occurring on the premises whether or not such property is left in lockers provided for the use of members and their guests and notwithstanding that payment or other consideration is made for such use.
- Neither Soho Gyms nor the employees or agents of Soho Gyms shall be responsible for any injury occurring on the premises whether as a result of the use or misuse of the facilities and/or equipment provided by Soho Gyms or otherwise in the absence of negligence on the part of Soho Gyms their employees and/or agents.
- Soho Gyms reserves the right to vary these Terms & Conditions on not less than 28 days notice to members. Notice of any variation will be validly given to members if posted in a prominent position in the premises.
- Soho Gyms' Terms & Conditions as varied from time to time are deemed to be accepted and binding by persons applying for membership and continue to be accepted and binding for any member who renews within 3 months of the last expiry date of their membership. All new member membership renewals after 3 months and direct debit memberships must sign or re-sign their acceptance of such Terms & Conditions of membership. Soho Gyms' Terms & Conditions are available upon request or on our website [www.sohogyms.com](http://www.sohogyms.com).

## SOHO GYMS: GYM RULES

- All members and their guests must be at least 18 years old. All members and their guests must have suitable ID to enable entry and use of Soho Gyms' facilities.
- It is a member's responsibility to inform Soho Gyms of any change of contact/address details.
- All members must swipe their membership card on the card reader upon every entry to Soho Gyms' premises.
- Members or guests must wear suitable clothing gym wear and footwear at all times whilst on the premises. Jean-type clothing and open toe sandals/flip flops are not acceptable on the gym floor/studios. Due to the nature of some classes footwear may not be needed at the discretion of the instructor.
- Members or guests will not be permitted to join classes more than 5 minutes after the class has started. This is to ensure the class is safe and without interruption to current attendees. Class entry will only be guaranteed for members who successfully book a slot in advance.
- Soho Gyms does not accept any form of threatening or abusive behaviour towards members, guests or staff. Members will be held responsible for the behaviour of their guests.
- Every member and guest must comply with the reasonable instructions of staff in the interests of health and safety and maintaining smooth running of the gym.
- Members are not permitted to give personal instruction to others whether for financial gain or otherwise.
- Only trainers approved by the management may use the gym for personal training.
- Facilities and services may vary at the discretion of the management.
- Members and their guests must accept responsibility for their personal property whilst on the premises and Soho Gyms shall not be liable for any loss damage or theft of personal property belonging to any member or any guest of a member occurring on the premises whether or not such property is left in lockers provided for the use of members and their guests and notwithstanding that payment or other consideration is made for such use.**
- Members and their guests must exercise due care in particular when using the facilities and/or equipment so as to avoid injury to themselves and others using the gym and those in any doubt as to their physical fitness should seek medical advice before attending the gym. Soho Gyms shall not be responsible for any injury occurring on the premises whether as a result of the use or misuse of the facilities and/or equipment provided by them or otherwise in the absence of negligence on the part of Soho Gyms their employees and/or agents.**
- Soho Gyms reserves the right to vary these Rules on not less than 7 days notice to members. Notice of any variation will be validly given to members if posted in a prominent position in the premises.
- All members and their guests agree to abide by the Rules as posted in the Club and on the website [www.sohogyms.com](http://www.sohogyms.com). A copy of the Rules is available for members if requested. In the event of any dispute as to the meaning of the Rules the Managing Director's reasonable interpretation of the Rules is final.

## MEMBERSHIP SUBSCRIPTIONS - 2012

### Freedom Direct Debit Membership

- The Freedom Direct Debit monthly pricing reflects £48.33 membership fee and £9.67 interest charge for peak, and £40.00 membership fee and £8.00 interest charge for off-peak rate.
- The Freedom Plus Direct Debit monthly pricing reflects £54.17 membership fee and £10.83 interest charge for peak, and £45.83 membership fee and £9.17 interest charge for off-peak rates.

### Freedom Direct Debit Membership with towel service

- The Freedom with towel service Direct Debit monthly pricing reflects £53.33 membership fee and £10.67 interest charge for peak, and £45.00 membership fee and £9.00 interest charge for off-peak rate.
- The Freedom Plus with towel service Direct Debit monthly pricing reflects £59.17 membership fee and £11.83 interest charge for peak, and £50.83 membership fee and £10.17 interest charge for off-peak rates.