

SnowDome Fitness - Membership Terms & Conditions

Member (1) name: _____ Membership no.: _____

Member (2) name: _____ Membership no.: _____

These Terms, together with the Club Rules and other documents listed in paragraph 1 below, constitute a membership Contract between **"you"**, the member(s) named below and **"us"**, Snowdome Limited (Reg. No. 3817394). If you are joining as a linked/joint member, please note that each linked member who signs below will each be individually bound by the membership Contract. If you have any questions about these Terms or any of the other documents forming part of the Contract, please ask us. Otherwise please sign where marked throughout and at the end of these Terms. It is our intention (and we will assume that it is your intention) that all terms of the Contract between you and us are set out in these Terms and the documents listed in paragraph 1 below and therefore form the only terms of the Contract between us.

IMPORTANT NOTICE: YOUR SNOWDOME FITNESS MEMBERSHIP CONTRACT HAS AN INITIAL 12 MONTH COMMITMENT PERIOD (AS EXPLAINED IN FURTHER DETAIL IN PARAGRAPH 4.1 BELOW). YOUR MEMBERSHIP WILL CONTINUE, MONTH BY MONTH, AFTER THIS INITIAL COMMITMENT PERIOD UNLESS A 3 MONTH NOTICE OF TERMINATION HAS BEEN GIVEN, (AS EXPLAINED IN FURTHER DETAIL IN PARAGRAPH 8 BELOW).

1. Scope of the Contract between you and us

In addition to these Terms, you should have been supplied with:

- (a) a Membership Application Form; and
- (b) the Club Rules; and
- (c) a Pre-Activity Questionnaire.

Each of the above documents forms part of the membership contract between you and us (the **"Contract"**).

If you do not have any of these documents please ask us to provide you with them. It is important that you have read and understood **all** of the terms and conditions of the Contract before signing these Terms.

2. Your membership

Your membership will entitle you to use the facilities and benefits available from time to time at the Club.

3. When will your membership start?

Your membership will start on the Membership Start Date set out on your Membership Application Form (**"Membership Start Date"**) provided that: (a) you have signed these Terms and your Membership Application Form; and (b) you have completed a Pre-Activity Questionnaire to our satisfaction; and (c) we have received payment of your Joining Fee, if applicable, and the first month or part month's Membership Subscription (as set out in your Membership Application Form).

4. How long will your membership last?
4.1 Minimum membership commitment period

As a SnowDome Fitness Member you will be committed to an initial 12 Month Commitment Period. Your Membership will continue, month by month, after this initial commitment period unless a 3 month Notice of Termination has been given in accordance with paragraph 8 below.

The **"12 Month Initial Commitment Period"** means:

- (a) if your Membership Start Date is the first day of a calendar month (e.g. 1 January), a period of exactly twelve calendar months from your Membership Start Date; **or**
- (b) if your Membership Start Date is on any day other than the first day of a calendar month (e.g. 2 - 31 January), a period including the rest of that calendar month **plus** the period of 12 calendar months following the first day of the next calendar month after your Membership Start Date.

For example, the initial 12 Month Commitment Period of a SnowDome Fitness Member whose Membership Start Date will begin on 10 January 2024 will end on 31 January 2025

4.3 What happens if you change your mind?

If you joined in person you may notify us in writing that you wish to cancel your membership within seven working days starting on the date that you sign these Terms (unless you use your membership during this time). If you joined online you have a legal right to change your mind within 14 days of your membership start date. If you do so (unless you have used your membership), we will refund any Joining Fee, if applicable, and any Membership Subscriptions which you have paid to us upon you returning to us your Membership Card, gifts (if applicable) and any other documentation which we have provided to you upon joining.

5. Membership fees and subscriptions

5.1 Joining Fee (if applicable)

The joining fee stated in your Membership Application Form, if applicable, is payable by you when you sign these terms. The Joining Fee will be non-refundable, except in certain circumstances set out in these terms. If your membership is terminated for any reason by you or us and you subsequently wish to rejoin, a new Joining Fee may be applicable at that time and payable by you.

5.2 Membership Subscription

As a SnowDome Fitness member you are personally responsible for payment to us of the Membership Subscriptions set out in your Membership Application Form as they fall due unless there is a specific promotion being run or offer made to you that waives or credits any portion of your Membership Subscription.

As a SnowDome Fitness Member, your Membership Subscriptions are due on the whole of your initial 12 Month Commitment Period even if you terminate your membership during such 12 Month Commitment Period except in the circumstances set out in these Terms (such as if we seriously breach this Contract in a way that entitles you to terminate your membership as set out in paragraph 8.4), in which case you may not be required to pay all of the balance of the Membership Dues for such 12 Month Initial Commitment Period.

If you join in the course of a month your Membership Subscription for that month will be calculated on a proportional basis according to the number of days remaining in that month.

Membership Subscriptions vary depending on your category of membership. You must pay those Membership Subscriptions applicable to the Club at the relevant time.

You may only pay your Membership Subscriptions either: (a) monthly in advance by direct debit; or (b) annually in advance for the whole of your 12 Month Initial Commitment Period by cash, credit card or debit card. No other form of payment will be accepted. If you pay monthly and the direct debit on your Membership Application Form which pays your Membership Subscription is cancelled by you or the person paying it and your Membership Subscriptions become overdue, we will refuse you entry into the Club until a direct debit to pay your Membership Subscription is reinstated and any overdue sums are paid in full.

From time to time we may need to adjust the availability of certain facilities at the Club on a temporary basis including for the purposes of cleaning, refurbishments, repairs, upgrades, maintenance, special functions and holidays. If the swimming pool, spa area or the gymnasium at the Club is not available for more than 30 consecutive days, you can ask us in writing for a credit against your Membership Subscription proportional to the period of unavailability if you pay monthly, or an extension to your 12 Month Commitment Period proportional to the period of unavailability if you pay annually.

If the club experiences a temporary forced closure beyond our control your membership will be suspended for free for the duration of the closure. On re-opening the number of closed days the club experienced will then be added onto your initial commitment period end date or your prepaid end date. If you had already completed your initial commitment period then your notice period will be added to the first day of the next calendar month after re-opening to create a new earliest end date.

5.3 Transfer Fees

If you wish to transfer your membership to another category of membership, you may have to pay a non-refundable Transfer Fee set out in the Club price list current at the time of such transfer or change.

5.4 Other membership fees and charges

You may be required to pay various other non-refundable fees and charges for additional services and facilities such as Guest Fees, Visitor Fees, Replacement Membership Card Fees as set out in the Club price list (as may be amended by us from time to time). The price list is available upon request at the Club.

6. Can you transfer your membership to another person?

No. SnowDome Fitness membership is personal to you. You may not transfer your Membership to another person.

7. Can you transfer your membership to a different category of membership?

Yes. You may transfer your SnowDome Fitness Membership to another category of membership provided that you:

- (a) write a Change of Circumstances Request letter and deliver it to the Club; and
- (b) pay the relevant Transfer Fee, if applicable, set out in the Club price list current at the time you request to transfer. Unless agreed otherwise by the Club a notice period of 3 months should be given to change your category of membership.

8. How can your membership be terminated?

8.1 Termination by you without cause:

You may give us 3 months notice to terminate your membership without cause at any time by giving notice to us in writing and giving it to the Club (which constitutes a valid **"Notice of Termination"**). However your **Membership has an initial 12 Month Commitment Period**.

8.2 Giving Notice of Termination within your 12 Month Initial Commitment Period

Unless we are in serious breach entitling you to terminate your membership sooner as set out at paragraph 8.4 below, your membership will stay in force until the end of the 12 Month Initial Commitment Period. You will be liable for any outstanding Membership Subscriptions during and until the end of that 12 Month Initial Commitment Period.

A 3 month Notice of Termination must be given to terminate your membership at the end of the 12 Month Initial Commitment Period. The notice period will begin from the 1st of the month after we have received your notice.

For example, if a Member has a Membership Start Date of 1st January 2011 and has given Notice of Termination without cause by 30th September 2011 then Membership will terminate at the end of the 12 Month Initial Commitment Period on 31st December 2011.

8.3 Giving Notice of Termination after your 12 Month Initial Commitment Period

Your SnowDome Fitness Membership will continue, month by month, after the 12 Month Initial Commitment Period unless a 3 month Notice of Termination has been given. The notice period will begin from the 1st of the month after we have received your notice.

For example, if a Member has a Membership Start Date of 1st January 2010 and they gave a 3 month Notice of Termination without cause on 26th February 2011 then their Membership would terminate on 31st May 2011.

8.4 Grounds for early termination by you:

You may terminate your membership upon giving us a Notice of Termination if:

- 1. we significantly reduce the opening hours or range of facilities at the Club on a permanent basis; or
- 2. we change the physical location of the Club; or
- 3. we close the whole of the Club for refurbishment for a period of 30 consecutive days or longer, this excludes any forced closures beyond our control.
- 4. we make a change to these Terms or the Club Rules as set out in paragraph 10 below that materially reduces the benefits of your membership, provided that you may only give such a Notice of Termination within 45 days' of such a change coming into force.

Please turn over

We shall use our reasonable endeavours to give you at least 45 days' notice of any such change above (either in writing to the address we have on our records for you or by prominently displaying a sign in the Club). If you terminate for any of the above reasons, we will refund you (if you pay annually in advance) for any Membership Subscriptions which you have already paid in respect of any period since the change came into force, or (if you pay monthly) you will not be liable to pay any Membership Dues for the rest of your 12 Month Initial Commitment Period after the change came into force.

You will not otherwise be entitled to terminate your membership before the end of your 12 month Initial Commitment Period or 3 month Notice of Termination period. However, if you would like to terminate early due to other reasons beyond your reasonable control (e.g. serious illness or injury likely to preclude you from using the Club for a period of at least 4 calendar months, redundancy or relocation a significant distance away) please provide us with reasonable evidence (which for illness or injury would mean a doctor's certificate, for relocation would be a rental/mortgage agreement and for redundancy would be a redundancy letter) of such circumstances and we will Endeavour to take this into account in dealing with your membership.

If an illness or injury is likely to preclude you from using the club for a period of one to three months then you can put a request in writing to suspend your membership. If your request is granted you will be charged £5.00 per month for the duration of your suspension. If you are within your initial 12 month commitment period your earliest end date will then be extended by the number of months the membership was suspended for. The normal terms for giving notice of termination as outlined in 8.2 still apply. If your 12 month initial commitment period has been completed then the normal terms for giving notice as outlined in 8.3 still apply after your suspension period has been completed.

8.5 Termination by us:

We may terminate your membership by writing to you at the contact address We have on our records in the following circumstances:

1. if you commit a serious or repeated breach of these Terms or the Club Rules and the breach, if capable of remedy, is not remedied within seven days of us giving you notice stating that your membership shall be terminated and setting out the grounds why; or
2. if any part of your Membership Subscription remains unpaid for 30 days after falling due; or
3. if you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership.

If we terminate for any of these reasons we reserve the right to retain a portion of the money which you have paid us under these Terms and we reserve the right to recover any other reasonable expenses we incur, as a result of your breach. We also reserve the right to receive the full amount of Membership Subscriptions for the remainder of the 12 month Initial Commitment Period or 3 month Notice of Termination period.

9. What are the Club Rules and how do they affect you?

By applying to be a member, you agree to comply with the Club Rules which are binding rules which apply to all members, guests and visitors. The Club Rules govern the basis upon which you may attend and use the Club. Up-to-date Club Rules will be published and displayed in the Club.

10. We may amend these Terms or the Club Rules from time to time

We reserve the right to make reasonable amendments to these Terms or the Club Rules at any time for security, legal, regulatory or operational reasons. At least 45 days' notice of any changes will be given by displaying the amended Terms or Club Rules in the Club. Should any amendment to these Terms or the Club Rules materially reduce the benefits of your membership, you have the right to terminate your membership under paragraph 8.4.

11. How you should contact us

Any written notice sent by you (e.g. any Notice of Termination or Change of Circumstances letter) should be posted, e-mailed or given in person to Membership Administration at the Club (full address and contact details are available at the reception area of the Club). Please ensure that you check with us to confirm that we have received any correspondence, form or notice addressed to us as we can only be bound by notices which we actually receive.

13. Our liability to you

We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under the Contract to a reasonable standard or breach any duties imposed upon us by law **unless** and to the extent that failure is attributable to:

- (a) your own fault;
- (b) a third party unconnected with our provision of services under this Contract;
- or (c) events which neither we nor our suppliers could have foreseen or avoided even if we had taken all reasonable care.

Our liability to compensate you (other than in the case of personal injury or death) will be limited to a reasonable amount having regard to such factors as whether the loss or damage was due to a negligent act or omission by us.

14. The small print

We may transfer our rights and obligations under this Contract with you to a third party without notice to you and you will continue as a member. If the third party fails to provide the same facilities and services in all material respects as provided by us you may terminate your membership upon giving Notice of Termination.

You must keep us up to date with your contact details by writing a Change of Circumstances letter and giving it to the Club if your contact details change. In the event that we do not receive a Change of Circumstances letter from you and your contact details change, notice given by us to the address we have on our records for you will constitute valid notice to you under these Terms.

15. Your personal data

We take the privacy of our Members seriously. This paragraph explains the ways in which we use your personal information. If you have any request concerning your personal information please contact the Club. We will collect personal information from you through your Membership Application Form, any Change of Circumstances letters and Pre-Activity Questionnaire. The information we collect may relate to your physical health or condition.

We reserve the right to retain copies of all documentation submitted by you as part of your membership application for a reasonable period of time, even if we refuse your application for membership or if your membership is terminated for any reason. This includes information relating to your physical wellbeing as indicated on the Pre-Activity Questionnaire you are required to complete as part of your membership application. Please note that any information held by us relating to your physical status shall be held in the strictest confidence and not divulged to third parties or be used by us for marketing purposes.

Should you default on payments due to us we may notify such default to a credit reference agency or other third party to obtain payment from you.

We may disclose your personal information to business partners, successors in title to our business and third party suppliers engaged by us to provide services on our behalf.

Do not sign below until you have read these Terms and the other documents listed in paragraph 1 of these Terms. If there is anything you do not understand please ask us for a further explanation before you sign below.

If you are under 18, a parent or guardian will need to sign below to consent to you becoming a Club member. Such parent or guardian will be responsible for your obligations under the Contract and must sign below to indicate acceptance of these Terms and the Club Rules on your behalf and to accept responsibility for your performance, acts or omissions if you should fail to comply with the terms of the Contract. In particular the Parent/Guardian will be responsible for paying all outstanding payments under your membership.

Name of Member (1) _____

Signed (Member(1)) _____

Date _____

Name of Member (2) _____

Signed (Member(2)) _____

Date _____

Name of Parent/Guardian _____

Signed (Parent/Guardian) _____

Date _____

Name of SnowDome Representative _____

Signed (for identification purposes only) (SnowDome Representative) _____

Date _____

You should note that the Contract between you and us will come into force upon you signing these Terms (even if a SnowDome Representative is not named or does not sign these Terms).