

a. Your agreement is with Planet Leisure Ltd. Hereafter known as Planet HC.

b. These terms and conditions form part of your agreement with us. Your agreement with Planet HC is made up of your completed and signed application form and these terms and conditions. These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them. If you have any questions, please ask at reception.

c. You and your guests must also keep to the rules and regulations which apply at the health club. We may make reasonable changes to the health clubs rules and regulations at any time, and we will give notice of any changes in the club. The club rules are on display at reception.

d. In these terms and conditions, 'monthly' means every full calendar month. e. We may make changes to these terms and conditions as explained in section 14.

1 Membership

1.1 The types and levels of membership listed in section 1.3 are only available to people aged 16 or over. The facilities available to you, the amount you pay and the times when you can use the health club will depend on your membership type.

1.2 Unless we say otherwise in writing, your membership will continue each month, from the first day of the month, until you cancel it. If you want to cancel your membership see section 6 for details. All our memberships are monthly or upfront memberships, and different payment options and terms are available.

1.3 There are different types of membership available, each with different membership fees. This will be set out in your agreement form. The 2 types of membership are as follows. • Monthly Recurring – this entitles you to use the facilities at the health club during opening hours. There may be an extra charge for certain facilities and services. • Full Annual – this entitles you to use the facilities at the health club during opening hours. There may be an extra charge for certain facilities and services.

1.4 Before you can become a member, or ask to change your membership, we may ask you for proof of your age, address or other personal details. We can turn down your request to become a member or change your membership.

1.5 We may, at any time, choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

1.6 There may be an additional charge to use some of the facilities & services within the club. Please ask at reception for details. We reserve the right to increase, decrease, add or remove these charges as appropriate.

2 Starting your agreement

2.1 Your agreement starts from the start date set out on your agreement form. When you start, you will need to make the payments set out in this section. The amount you pay will depend on your membership type, term and payment option. You cannot use the health club until your agreement form has been signed, the payments set out in section 3 have been paid, and your direct debit has been set up if applicable.

2.2 You may need to pay a joining fee. You can get details of the joining fee from the health club, and we will also tell you about this on your agreement form.

2.3 Upon joining you either need to pay the current upfront membership fee, or if you choose the monthly recurring option you need to pay for a month up front plus the joining fee.

3 MONTHLY RECURRING membership payments

3.1 You must sign a MONTHLY RECURRING contract when your membership starts and we take your payment on the date you join every month.

3.2 During your agreement, you must pay your membership fees whether you use our facilities and services or not

3.3 Your agreement continues on a monthly basis, unless you cancel your agreement in line with section 6. Under this payment option, the monthly membership fee can change as set out in section 3.4

3.4 From time to time we may change our membership fees by any amount we think is reasonable. We will try to only change the fee once a calendar year. However, we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least 10 working days notice before the change comes into effect.

3.5 If you are not happy with any change in the monthly membership fee that applies to you, you can cancel your agreement with Planet HC as set out in section 6.

However, you must tell Planet HC. that you are cancelling your agreement because of the increased fee. In this circumstance you will still have to pay any increased fee until your membership ends. However, we will refund you any difference between the old monthly membership fee and the in-creased monthly membership fee.

3.6 We will issue refunds in line with our terms and conditions, or as we agree with you in writing.

4 Changing your MONTHLY RECURRING payment details

4.1 If you want to change your payment details please complete the paperwork available at reception giving at least one month's notice of the change.

5.If your MONTHLY RECURRING payment fails

5.1 While you owe Planet HC payments, you will not be allowed to enter the health club.

5.2 For each failed MONTHLY RECURRING payment we will charge a £5 admin fee.

5.3 Please contact reception regarding how to pay the outstanding amount.

5.4 If your payment fails on more than one occasion, we may withdraw the monthly recurring option from you therefore resulting in the termination of your membership.

6. Cancelling your agreement

6.1 If you pay by MONTHLY RECURRING you may cancel your agreement by giving Planet HC 7 days notice in writing at reception or by email

6.2 No further MONTHLY RECURRING payments will be taken from your account once we receive your written cancellation notice.

6.3 We cannot be responsible email which does not reach us. We will reply to every cancellation we receive.

6.4 We may end your agreement by giving you one full calendar month's notice in writing. In these circumstances, we will refund that full calendar month's fee that you have paid, and any fees you have paid for future months.

6.5 We may cancel your agreement without giving you notice if you seriously or repeatedly break the conditions of your agreement; allow another person to use your membership card to get into the club (unless you have told Planet HC. that your membership card has been lost or stolen); or you or your guests use offensive or abusive language, use violent or offensive behaviour, or if your behaviour puts our other members, guests or employees at risk.

6.6 If we end your agreement under section 6.5, we will not allow you to re-join the health club in the future.

6.7 If we end your agreement under section 6.5, we will not refund your joining fee, pro-rata payments or any monthly fees that you have paid.

6.8 If we receive official notice (for example, from the bank) that you have died, we will immediately end your agreement.

6.9 If you wish to cancel your membership having paid an upfront fee, the unused portion of the membership will not be refunded.

6.10 If we permanently close the health club we will, where possible, give you at least one full calendar month's notice in writing. We will send this to the address you have given us. We will also place a notice on the health club's information board.

7 Restarting your membership

7.1 We can refuse to let you start your agreement again or may only allow you to pay upfront.

7.2 You cannot re-join until you have paid any amounts you owe Planet HC (if any).

8 Special offers

8.1 Government VAT increase may be reflected in your monthly rate.

8.2 Monthly special offer rates may be reviewed after 5 years.

8.3 In the event of excessive costs increase outside of our control, we reserve the right to increase rates at any time.

9 Membership cards

9.1 We will give you upon joining a membership card. You must bring your membership card with you each time you visit.

9.3 If you have lost or damaged your membership card, you will need to buy a replacement membership card.

9.4 If another person uses your membership card, we can cancel your agreement as set out in section 6.

10 Liability

10.1 When we carry out any assessments and health questionnaires we may identify possible problems with you taking part in exercise and recommend that you get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the health club.

10.2 By law, we do not have to pay you compensation for any service, facility or equipment not being available for health and safety reasons or if it is for the benefit of our members. 10.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless we have failed to carry out our duties under these terms and conditions to a reasonable standard or we break any duties we have by law. 10.4 We will not pay you compensation if we have failed to carry out our duties due to your own fault; the fault of some-one else who is not directly connected with providing our services under these terms and conditions; or events which we could not have known about beforehand even if we had taken all reason-able care.

10.5 We can make changes to the type of facilities we provide, and we will endeavour to give you notice of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.

10.6 We cannot accept liability for loss or damage to you or your guests' property in the health club or the car park unless that loss or damage was caused by our negligence.

10.7 Our liability to pay you compensation for loss or damage (other than for death or personal injury) is limited to a reasonable amount, taking account of factors such as whether the damage was due to our negligence

10.8 In these terms and conditions, we are not excluding our liability for death, personal injury or fraud.

11 Data protection

11.1 We will keep to the Data Protection Act 1998.

11.2 We will only do what you ask Planet HC. to do, or what you have given Planet HC permission to do, with any personal or sensitive information we hold about you, and we have appropriate security measures in place to prevent your information being lost, destroyed or damaged.

11.3 You are entitled to see the information we hold about you and you can ask Planet HC to make any necessary changes to make sure that it is accurate and kept up to date. If you want to do this, please contact the health club in writing.

11.4 By law we can charge a fee to meet the costs of giving you, when you ask, details of the personal information we hold about you.

11.5 You are responsible for keeping all your personal details and marketing preferences up to date.

12 Events beyond our reasonable control

12.1 If we cannot provide all the services and facilities at the health club for 60 days or more in a row, or services and facilities are significantly reduced for 60 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances.

12.2 'Reasons or events beyond our reasonable control' could include, for example, natural disasters, a government's actions, war or national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable materials on time or at all.

13 Transferring your agreement

We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement will not be reduced.

14 Changes to these terms and conditions

14. 1 We may make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at that health club where we need to make changes to the terms and conditions to introduce new services or facilities; where we need to update our payment terms or membership options; where we need to add or remove sections of the terms and conditions to keep to health and safety guidance.

14. 2 When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes you can cancel your agreement.