



THE ACADEMY / Terms & Conditions

This membership agreement is made between The Academy Limited, company number: 03304174, Oakdale Place, Harrogate HG1 2LA ("The Academy") and the undersigned applicant ("Member"). Members agree to comply with the rules of The Academy Health Club, Oakdale Place, Harrogate HG1 2LA ("Club"), a copy of which is provided to each Member on joining the Club and copies are available from the Club's reception and membership department, and relate to the use of the Club's facilities, opening hours and conduct ("Rules").

All applicants for membership shall complete an Application Form and pay the relevant joining/administration fee and membership fee either in cash, cheque or credit card (at the discretion of The Academy). On acceptance by The Academy of a membership application, the applicant shall be a Member, be entitled to the privileges of membership, and shall be deemed to have read and understood the terms and conditions before signing them. The Academy reserves the right to reject any application for membership of the Club without giving any reason. Each Member shall pay the appropriate membership fee for the category of membership applied for by direct debit for such sums as The Academy shall from time to time determine and such sums will be debited from the Member's bank account on or around 20th of each month.

Membership is on a rolling membership basis with no fixed term, however, a Member may terminate his/her membership by giving 3 months written notice to the Club (which may be given by sending an email to the Club's Membership Manager at the email address provided on the Club's website, www.theacademy.co.uk, provided that such notice shall only be deemed received by the Club when the Club's Membership Manager confirms s/he has received the email). If a Member wishes to terminate his/her membership he/she must complete a termination form which is available at the Club's reception or membership department. In the event of a membership being terminated before the end of the 3 months notice period the remainder of the contract becomes payable. Joining fees and membership fees paid in advance will not be refunded on termination.

A Member may transfer his/her membership to another person ("Transferee"), subject to the Conditions and the Rules, and providing that the Member gives 14 days prior written notice to the Club's membership department. The Transferee will need to complete an Application Form and pay a transfer fee to the Academy but will not be required to pay a joining fee nor any of the membership fees which have been paid in advance by the Member. A Member proposing to transfer membership may not actively market such a transfer. The Academy reserves the right to refuse membership to any person at any time.

A Member's children are eligible for free membership until their third birthday, at which point the Member must alter his/her membership to a family membership. A Member's child turning 16 on a family membership will become an adult member at the current adult rate. Parents / guardians will be notified by The Academy and the Member must inform The Academy in writing if he/she does not wish for this new additional adult membership to continue.

In the event that a Member fails to pay his/her membership fees as required, The Academy may withdraw his/her membership. In the event that a Member is more than 14 days late in paying such membership fees, The Academy reserves the right to take contractual action and engage the services of a third party (and pass on any relevant personal information) to enforce the contractual rights hereunder and the cost of collection including reasonable legal/administration fees shall be payable by the Member.

An administration fee of £15.00 will be charged for unpaid direct debits. This charge will not be relevant to any returns made in error by The Academy. The Academy will attempt to collect any unpaid direct debits on a subsequent direct debit run or outstanding fees may be requested by an alternative payment method.

The Academy has the right to suspend/expel any Member from the Club whose conduct is considered by The Academy injurious to the Club. The Academy will provide a written explanation to the Member giving the reason for the suspension/expulsion. The Academy reserves the right to retain a proportion of monies paid it under this agreement to cover any reasonable costs The Academy incurs as a result of the suspension/expulsion. Any suspended/expelled Member shall be liable for any damage caused by that Member in connection with the suspension/expulsion, who will immediately pay for and make good all damage to the Club.

All Members and guests use the Club's facilities at their own risk. The Academy shall not be liable for (i) the personal injury or death of any Member or guest whilst on the Club's premises or while using the Club's facilities, except to the extent that death or personal injury arises from any negligent act or omission of The Academy or any agent or employee of The Academy, or (ii) any loss, damage or theft of personal property belonging to a Member or any guest occurring on the Club's premises. Members and guests engaging in the Club's activities or making use of the Club's facilities are responsible for ensuring he/she is properly equipped and his/her state of health and physical condition are such as not to involve any risk to him/her or any other person using the Club.

Membership cards will be issued to Members and must be used at all times to enter the Club. Any lost cards will be replaced at a fee of £5.00. Each new Member will be issued a TGS key upon joining the Club free of charge, which will remain the property of The Academy. Any Member leaving the Club is required to return his/her TGS keys on the last day of his/her membership, failure to do so will result in a £10.00 charge.

Membership fees will be reviewed annually by The Academy and Members will be notified in writing by The Academy of any proposed increase. The Academy reserves the right to change these Conditions and the Rules from time to time. Members will be informed of any proposed changes to the Club's facilities, these Conditions and/or the Rules by means of a notice posted on the Club's notice board and/or website for a period of not less than 28 days, at which point such changes become binding on all Members. Any Member who does not accept changes to these Conditions and/or Rules or refuses to pay an increase in his/her membership fees may cancel their membership by giving 3 months written notice to The Academy and adhere to the termination procedure set out in these Conditions.

Members may freeze membership for a monthly fee, from the 1st of any month, for a minimum of 2 months and a maximum of 3 months in any 12 month period due to illness, work commitments or absence from the country for any length of time ("freeze period"). If a Member wishes to freeze his/her membership, he/she must provide the Club with at least 15 days written notice prior to the first day of the month of the proposed freeze period. If a Member does not comply with these notice requirements, the Club will not be able to freeze his/her membership for the proposed freeze period. In the event a Member freezes his/her membership, such Member should note that the end date of his/her membership will be extended and outstanding instalments will be adjusted accordingly. A Member MAY NOT give notice of termination of his/her membership in a freeze period (this applies to all members over the age of 16).

Members may introduce guests to the Club upon the payment of a daily guest fee. Guests will have full access to all the Club's facilities for the day, on the same terms as the Members. Whilst the Club is keen to welcome members' guests, the facilities and services offered are primarily for the use of the Members. Guests living within a Harrogate postcode are permitted only one visit per month, guests living outside the Harrogate area may visit at any time. ALL guests will be required to provide appropriate identification when entering the Club's facilities and MUST complete a health questionnaire.

Members are expected to observe a clean and tidy standard of dress and etiquette at all times whilst on the Club's premises or while using the Club's facilities. The Academy reserves the right to issue specific directions to a Member if it considers the standard or dress and etiquette of such Member is not satisfactory. Nothing belonging to the Club shall be removed from the Club without the permission of The Academy.

The Academy will use its reasonable endeavours to ensure that the Club's facilities are available for use by Members during the Club's opening times. There may be occasions when the Club has to close or the Club's facilities may be out of order or not be available for reasons beyond the control of The Academy. Members' entitlement to use the Club's facilities is therefore limited to those Club facilities which are available for use, if any, at the time they wish to use the facilities. In such circumstances, Members shall not be entitled to a refund of membership fees.

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T H E A C A D E M Y

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