



## MEMBERSHIP TERMS & CONDITIONS

PRIME PERFORMANCE LIMITED (“PPL” & “we” & “our” & “us”)

### MEMBERSHIP TERMS & CONDITIONS

#### PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
3. You will be entitled to all the rights and privileges set for the type of membership chosen.
4. You cannot transfer this agreement to anyone else

#### FEES AND CHARGES

1. The first month's membership fees are collected from you by us either by Debit / Credit card at time of purchase and will be calculated by reference to the proportionate amount of the relevant membership fee from the date of joining until the first day of the following month. Payment of this fee will entitle you to an induction session, bookable by contacting a member of the gym team.
2. Your second and subsequent membership fees will be collected monthly thereafter on the first day of every month. Each payment made is not refundable under any circumstances.
3. If any card payment is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20. If, despite us having notified you of a missed payment, any payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid within 7 days of becoming due.
4. You agree to advise us immediately of any change to the Members Details provided.

#### MEMBERSHIP PRICES

1. From time to time, we may need to increase the price of membership. We will give you at least 1 full months' notice of any upcoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

### TERMINATION

#### MONTHLY MEMBERSHIPS

1. You may terminate your membership at any point after the first three (3) full calendar months from the date of your first payment by cancelling your payment instruction with your bank, allowing 4 working days for the bank or payment card issuer to action this. Please call a member of the gym team for options available to you or for any further information.
2. In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

#### MONEY BACK GUARANTEE

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 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. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges)



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Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.

### DAILY GYM AND CLASSES MEMBERSHIP TERMS & CONDITIONS PRINCIPAL TERMS

1. This daily/classes membership commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. Your membership will be activated on the date you specified, running till midnight of the specified date.
3. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
4. You cannot transfer this daily/class membership to anyone else nor transfer to another date.
5. Day/class passes are non-refundable.

## GENERAL TERMS & CONDITIONS

### MISCELLANEOUS TERMS

1. Members must be 16 or older.
2. You agree to comply with Members Rules on Safety and Hygiene in the Gym relating to our opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. You acknowledge that you have read, understand, and agree to comply with our [Privacy and CCTV policy](#) and our [Cookie policy](#). We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
4. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
5. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
6. There may be occasions where we have to close all, or part of, the gym of which you are a member. 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 use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
7. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
8. We will not be liable or responsible for outstanding monies paid to a Personal Trainer.
9. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
10. This agreement is governed by Manx Law.
11. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Gym Rules.
12. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing, or physical condition. Further, that you will advise us immediately should your circumstances change.

## ASSUMPTIONS OF RISK

1. You agree to participate in a physical fitness program at a facility provided by PPL, which may include, but not necessarily be limited to, Personal Training and a range of fitness and health classes. Prime Performance Limited has made you fully aware that the fitness program which PPL, offers, and in which you agree to participate, is of a nature and kind that could



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be extremely strenuous and may push you to the limits of your physical abilities. You recognise and understand that the programme is not without varying degrees of risk which may include, but are not limited to the following:

- Injury to the musculoskeletal and/or cardiorespiratory system which can result in serious injury or death.
  - Injury or death due to negligence on the part of you, your training partner, or other people around you.
  - Injury or death due to improper use or failure of equipment.
  - Injury or death due to a medical condition, whether known or unknown to you.
2. You recognise that there is risk involved in the types of activities offered by PPL. Therefore, you accept financial responsibility for any injury that you may cause either to yourself or to any other participants due to your negligence. You further agree to indemnify and hold harmless Prime Performance Limited, their employees, contractors, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from your negligent or intentional act or omission while participating in activities offered by PPL.
  3. You have fully read and understand the foregoing assumptions of risk and release of liability, and you understand that by becoming a member it obligates you to indemnify the parties named for any liability for injury or death of any person and damage to property caused by your negligent or intentional act or omission. You understand that by becoming a member you are waiving valuable legal rights.

### INFORMATION ABOUT US

1. We are a company registered in the Isle of Man. Our company registration number is 135239C and our registered office is at 51 Victoria Street, Douglas, Isle of Man, IM1 2LD. Our registered VAT number is 005 4781 90.
2. If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing us at [info@primeperformance.im](mailto:info@primeperformance.im).
3. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail to Prime Performance Limited at [info@primeperformance.im](mailto:info@primeperformance.im). We will confirm receipt of this by contacting you by email.

### YOUR PERSONAL INFORMATION

1. To view our Privacy and CCTV Policy, [click here](#).