1. **INTRODUCTION AND DEFINITIONS**

In these Rules “the Company” means The Ivy Gym Ltd which provides the Club and its facilities for the benefit of the Members; “the Club” means “The Ivy Gym”; “Member” means a Club Member; “Rules” mean the terms and conditions of membership set out below. It is a condition of membership that Members agree to pay the fees referred to in Rule (2.) and agree to be bound by these Rules. These Rules may be revoked, altered or added to from time to time by the Company, without prior notification to Members. Any such variations will be updated on the Club Rules on our website. The Company has created these Rules for the mutual enjoyment of the Members and their guests. The enforcement of these Rules is for the good of all Members. No Member or guest will be judged on the basis of their race, gender, marital/civil partnership status, age, disability, religion or belief, colour, national origin or sexual orientation.

1. **MEMBERSHIP AND FEE**
   1. Members must be at least 18 years of age.
   2. The initial payment specified, and all subsequent membership subscriptions must be paid in full to Ashbourne. All subsequent membership subscriptions are payable at the beginning of the month to which they relate.
   3. Please note that additional charges may be required for certain services (e.g. personal training, physiotherapy etc.).
   4. If you fail to make a payment, Ashbourne is authorised to act on our behalf in all respects relating to the recovery of any sums due from you and may recover the same in its own name. If the failure to pay is without good cause and is not intended as notice of termination under clause 5 below, Ashbourne is entitled to, and may charge you a £25 administration fee for dealing with the consequences of each default, which is a reasonable estimate of the administration costs which Ashbourne will incur. If charged, this sum will be added to your account / the next payment to be made.
   5. Members must keep the Club informed of their up-to-date contact details.
   6. The Company reserves the right to refuse a membership application from any applicant for any reason.
   7. A photo must be taken at the time of joining or before the first entry to the club. Entry will not be permitted without a photo of the Member in question.
   8. Membership is non-transferable and non-refundable unless there is written agreement to the contrary.
   9. If any monthly fees or charges incurred are not paid when they fall due, the company reserves the right to temporarily refuse the Member access to the club until such time as full payment has been made.
   10. This agreement may be terminated (a) in the circumstances set out below or (b) by either party at any time in response to any other serious breach of the other party’s obligations under this agreement.
   11. If any payment due from you remains unpaid for a period of three months or longer, we or Ashbourne may serve a final warning notice on you in respect of any outstanding sums due. If, after the expiry of a period of one month from the date of receipt of that final warning upon you, any sum which the final warning required you to pay has not been paid, then this will be treated as a repudiation of your obligations under this agreement, and we may terminate the agreement. We will assume that the notice has reached you 2 working days after it is sent by first class post or, if sent by email before 4pm, on that day.
   12. We may terminate this agreement at any time if (a) your treatment of another club Member or a Member of the club’s staff falls well below the standard of consideration that we reasonably expect and (b) having been asked to remedy your conduct you fail to do so within 7 days of the receipt of a written warning; or having been asked to remedy your conduct you do the same thing again within 6 months of the receipt of a written warning.
   13. If we terminate this agreement during the minimum membership period (except where it is for our fault), you will become immediately liable to pay (i) the arrears, if any, plus (ii) the monthly membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination. This credit shall be calculated at 4 % above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the final monthly membership subscription would otherwise have fallen due. For example, if we terminate the agreement on 31st July 2014, and the final monthly membership payment would otherwise have fallen due on 31st January 2015, the mid-point between those dates is 30th October 2014. The credit which will be allowed for accelerated receipt will be calculated at 4% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st July 2014, from 30th October 2014 to 31st January 2015.
   14. To re-join the Club after a termination of membership, any unpaid subscriptions must be cleared, a new membership agreement completed, and the prevailing admin fee may be charged.
2. **GYM ACCESS**
   1. We draw to your attention that we may use fingerprint scanners for security purposes or to control entry to our premises or for the provision of other services. If you agree to the collection of your fingerprint (or data points from it), then you will be able to access the premises or other services using this method. You have the right to refuse to provide your fingerprint for these purposes. If you refuse you will have to provide another adequate method of identification to secure entry to the club.
   2. Your fingerprint will be stored securely by us, and we will not share it with anyone else, including Ashbourne, except if the ownership or control of the club is transferred. On termination of your membership, your biometric information, i.e. your fingerprint will be deleted from our systems within 3 months.
3. **GUEST ENTRY**
   1. Members may bring guests to the Club on payment of the prevailing guest fee or through the use of a valid guest credit.
   2. The Club reserves the right to limit times of guest pass usage seasonally.
   3. All guests must be accompanied by an existing Member for the entirety of their visit.
   4. All guests are required to register at the reception desk, showing valid ID – 1 guest visit constitutes 1 entry to the club.
   5. All guests must be a minimum of 18 years of age.
   6. Members are responsible for ensuring that their guests are aware of, and adhere to, the Club Rules.
   7. The Company reserves the right to refuse admission to any guest without explanation.
4. **USE OF FACILITIES AND SERVICES**
   1. Club opening hours are fixed by the Company and are subject to change without prior notice.
   2. The Company may at any time close the Club’s premises or any part thereof, without notice, to; execute repairs, alterations, accommodate external events, re-decorations or otherwise, to facilitate Club programmes or on certain holidays. Your Fees have already taken these events into account and no refund will be due to the Member.
   3. Only Members of staff or a nominated 3rd party may provide personal training services within the Club.
   4. Members are requested to arrive at the club for appointments and studio classes 5 minutes before the official start time. An instructor may refuse entry if a Member arrives later than the start time, or may ask any Member to leave a class if they feel theirs, or another’s, safety or enjoyment is in jeopardy.
   5. A Class cannot be cancelled later than 2 hours before the class start time.
   6. If a member doesn’t cancel their booked class and doesn’t turn up, they will be issued with a strike. 2 strikes in one week mean a ban for all our classes for a week.
   7. It is the Member’s or guest’s responsibility to ensure that they are capable of undergoing any activity within the Club. All activities and treatments are pursued at the Member’s own risk.
   8. Whilst every effort has been made to ensure the accuracy of the class programme, the management reserves the right to cancel or re-schedule classes after publication and at short notice. The programme may be amended during public holidays.
   9. Use of fitness areas and other Club facilities is at the Member’s or guest’s own risk and under their own medical advice.
   10. Proper attire, as determined by the Company, must be worn in the Club – this includes not going topless in the fitness areas or studios. Members are requested to always wear appropriate clean footwear in the fitness areas. Footwear must be always worn.
   11. Members are required to always use a towel.
   12. Members are required to leave all belongings in lockers provided.
   13. Members are responsible for bringing their own padlocks for lockers.
   14. Pets are not allowed in the Club.
   15. Smoking is not permitted anywhere in the Club.
   16. Only food purchased from the club should be consumed within the club.
   17. No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate expulsion from the Club and may result in termination of membership.
   18. Members or guests shall not use the Club’s facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk.
   19. Mobiles may be used for phone calls, if done discreetly and in a non-disruptive manner. Members may only take photos or film using mobile phones on the gym floor, it must be done discreetly with no other Members in shot. The use of professional photography or videography equipment is prohibited. Photography and filming are prohibited in all changing rooms and wet areas.
   20. In the interest of safety, no glass container may be taken into any fitness areas.
   21. Be considerate of others; loud or abusive language will not be tolerated.
   22. Members are required to leave workout areas clean and tidy. As a courtesy to other Members and for health and safety reasons, equipment needs to be replaced in the storage areas/racks provided and equipment must be wiped down after use.
5. **LOCKERS**
   1. Lockers may be available for use by Members and their guests whilst they are on the Club’s premises, subject to availability.
   2. Members must ensure that the contents of the lockers are removed at the end of their visit.
   3. All bags must be kept in lockers and should not be taken into the fitness areas.
   4. The Company reserves the right to remove the contents from any locker which has not been emptied after a visit.
   5. Property cleared from lockers, or left on the premises, will be held for 14 days or 48 hours for wet items. Unclaimed items are donated to charity.
6. **LIABILITY**
   1. Neither the Club nor the Company will accept liability for any damage or loss to a Member’s or guest’s personal property brought into the Club’s premises.
   2. All activities and treatments are taken at the Member’s or guest’s own risk.
   3. Neither the Club, the Company nor their servants and agents shall be liable for personal injury sustained by Members or their guests whilst on the Club’s premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any servants or agents.
   4. Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately following the accident or injury.
7. **MEMBER’S HEALTH AND SAFETY WARRANTY**
   1. Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a Member of the fitness team immediately in order that Member/guest notes and their programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
   2. The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease, or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members.
   3. We recommend that before using the club you familiarise yourself with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to “seek & search” the building. Therefore, it is the responsibility of each individual to follow the relevant instructions.
8. **DATA PROTECTION**
   1. When we speak of personal information we mean “personal data” in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 (“GDPR”) (the “Relevant Law”)
   2. As a Member of the club we will necessarily process your personal data and we will do so in a manner compatible with the Relevant Law.
   3. In our privacy statement which Is available at www.ashbourne-memberships.co.uk we set out in a comprehensive manner:-
   4. The personal information we collect about you
   5. How that information is collected
   6. How and why we use your personal information
   7. Who we share you personal information with
   8. Where your personal information Is held
   9. How long your personal information will be kept
   10. What your rights are in connection with our processing your personal information
   11. What we do to keep your personal information secure
9. **CANCELLATION OF MEMBERSHIP**
   1. Either party may cancel your membership (a) at the end of the Minimum Membership Period by giving at least 1 month prior notice or (b) at any time thereafter by giving at least 1 month prior notice.
   2. If we decide to change your monthly subscription after the Minimum Membership Period we will inform you at least one month before any increase comes into effect. You have the right to terminate your membership if you do not agree the new monthly subscription. If you do not terminate your membership, the new monthly subscription will become payable from the date stated on the notification, which will be at least 1 month after such notification.
   3. The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such expulsion or suspension shall become effective immediately and no reimbursement will be issued to such Member of the pro-rated portion of their unused monthly fees. There will be no refund of the joining fee.
   4. The Manager or a designee shall have complete charge of the Club whilst on duty. Members may be suspended or expelled from the Club immediately if they display conduct which is, or is likely to be in the sole opinion of the Company, injurious to the character of the Club or the interests of the Members and staff, or if they commit a serious or repeated breach of these Rules, in particular where amounts owing to the Company are unpaid.
   5. An expelled Member forfeits all the privileges of the membership and all rights against the Company. An expelled Member will not be entitled to any refund of their joining fee or subscription and must pay all amounts owed to the Company forthwith.
   6. If we terminate this agreement during the minimum membership period (except where it is for our fault), you will become immediately liable to pay (i) the arrears, if any, plus (ii) the monthly membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination.
   7. This credit shall be calculated at 4 % above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the final monthly membership subscription would otherwise have fallen due. For example, if we terminate the agreement on 31st July 2014, and the final monthly membership payment would otherwise have fallen due on 31st January 2015, the mid-point between those dates is 30th October 2014. The credit which will be allowed for accelerated receipt will be calculated at 4% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st July 2014, from 30th October 2014 to 31st January 2015.
10. **CCTV**
    1. Closed circuit cameras operate throughout the Club (except in the changing areas).
    2. Any unlawful activity within the Club may be reviewed for possible legal action.
11. **STANDARD COMPLAINTS PROCEDURE**
    1. Members are encouraged to give feedback, they can either do this by emailing the membership team on [hello@theivygym.co.uk](mailto:hello@theivygym.co.uk) who will ensure it makes its way to the right person in order to respond, or by speaking to the club reception team when in the club, who will do the same.
12. **GENERAL**
    1. The Company may assign the benefit of the Membership Agreement to a third party at any time without notice to the Member. A person who is not party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement.
    2. The Company may communicate with the Members via electronic mail (“email”) and/or by SMS.
    3. Members are required to leave the fitness floors 20 minutes before closing times if they wish to take a shower.