

## **P & E Sports Terms & Conditions Gym Membership and Code of Conduct Agreement**

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## 1. Introduction

This is an Agreement between you (the “Member” or “You”) and P&E Sports (“P&E Sports, “us”, “We” or “we”), a company registered in England and Wales (registration number 12248661), whose registered office is the Arrow Vale Sports Centre, Matchborough Way, Redditch, B98 0GF

By completing the joining process through our “Club Right” App and becoming a Member of P&E Sports, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

### Definitions

- Add-on: a secondary product that you may have in addition to your Membership. Special terms apply to Add-on products.
- Administration Fee: our fees raised for changing membership terms or arising out of any breach of the membership rules and terms within this membership agreement.
- Free freeze/Freeze at no cost: Members (defined below) are able to freeze their membership for up to a 1 month period for free. The freeze will take effect from the start of your next billing date. This date will be made clear upon freezing. The member can cancel the freeze at any point by making a pro-rata payment for the period of time they will access the gym.
- Paid freeze/Freeze at a cost: All members are able to freeze their membership for a period of time of their choosing for a cost. The freeze will take effect immediately. The member can cancel the freeze at any point by making a pro-rata payment for the period of time they will access the gym.
- Gym Membership Rules: the rules governing your conduct as set out on our website at [www.pandesports.com](http://www.pandesports.com)
- Home gym: the gym in which a member has signed up. This can be changed in the member area.
- Joining Fee: the amount notified to you as part of the website joining process as a one-off fee payable for membership.
- Club Right: the online portal for Gym members at [www.clubright.co.uk](http://www.clubright.co.uk) or [Log in](#)
- Membership: your agreement to specific terms with us, which can be on various terms and conditions, some of which are only available at certain gyms, as follows:
  - BASIC Membership: a membership for use of the Gym only

- STANDARD Membership: a membership for use of the Gym and Group Exercise Classes.
  - DAY PASSES: Where a member or non-member can access the gym in one sitting without any subscription commitments.
  - STUDENT Membership: Membership available to Students only
  - TEACHER Membership: Membership available to Staff members only to the school the gym is stationed at.
  - ANNUALS/Paid in Full Membership: To those wanting to pay a full upfront 12- month period (prices adapted depending on whether they are a basic, standard, concession, student or teacher member)
- Monthly Membership price: Upon joining, this is the amount you agree to pay each month for your Membership, by either direct debit or recurring card payments.
  - Fixed Membership price: upon joining, this is the amount you agree to pay upfront for your fixed term membership type.
  - Fixed Membership: This is a membership term type. Upon joining you pay an upfront membership fee to obtain a membership for a set period of time (e.g. 9 or 12 months) from the day of joining. The end date of this term will be visible in the member area.
  - Personal Training Sessions: sessions booked by you directly with an independent self-employed trainer which do not form part of this agreement and are not provided by P&E Sports and are subject to a separate agreement between you and the individual.
  - Promotional Rate: In relation to any Monthly Membership Amount and/or the amount payable from time to time for any category of Membership, the introductory or other promotional amount you agree to pay during the introductory period specified in the promotional or introductory offer.

## **2. Starting your Membership**

1. Our joining process is an online process. Full membership prices and options can be found on our website ([www.pandesports.com](http://www.pandesports.com)), to be selected by you as part of the joining process. By completing the online joining process and becoming a Member of P&E Sports , you are accepting all the terms and conditions in this Membership Agreement (insofar as they are applicable). You should only join if you have read them and accept them.

2. This Membership Agreement starts once you have accepted the terms during the online joining process or by other means with us, such as our corporate membership agreements. By accepting the terms, you are agreeing to pay any applicable Joining Fee, Administration Fee, Membership Amount and Monthly Membership Amount. These are shown at the start of the joining process and again before you confirm your payment instruction.
3. Each Membership application applies to only 1 registered member. Only this registered member should have access to their account and is responsible preserving any personal data.
4. Any Member that shares their account with another member or non-member is in breach of their agreement.
5. Any non-member that is using an existing member's account is in breach of T&Cs and the Privacy Policy. Such action could lead to further investigation, banning of use of facilities and law enforcement involvement.
6. Your Membership starts immediately. We may inform you during the online joining process that a waiting list is in operation, due to your chosen gym opening soon, in which case your Membership starts when the gym opens. We will inform you of this date via email.
7. You agree to comply with P&E Sports Membership Rules and you agree to use the gym facilities and equipment in the proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
8. You confirm that you are at least 16 years old. Please note that you must provide on request valid proof of age if we believe you to be under the age of 16. If you are unable to provide valid proof of age on request your membership may be terminated.
9. You will be liable for any damage caused to our equipment or facilities through your negligent use.
10. You agree to tell us immediately of any changes to your personal details, including contact information; this should be done in the online Member Area.
11. Members must be at least 16 years old to register and sign up for a membership.

### **3. Member Health Agreement Declaration**

You warrant, declare and acknowledge that:

- The information given by you in entering this agreement is correct and will be relied upon by us.
- Our staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.
- All members signing onto a membership must complete a PAR-Q (Physical Activity Readiness Questionnaire) form which is located on the Club Right app.
- 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, well-being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and wellbeing, but we at P&E Sports are concerned that you enjoy our facilities safely. To that end we consider that we should expect the following of each other.

From us:

- Whilst we will respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
- We shall endeavour to maintain a safe environment for you to enjoy your exercise.
- We shall endeavour to ensure that our fitness trainers and staff are qualified to fitness industry standards.
- We shall always keep confidential any information that you give us regarding your health.

Wheelchair users and individuals with disabilities must book a kickstart session with a fitness expert at one of our venues to ensure safe use of our facilities and equipment.

#### **4. Member Code of Conduct**

1. Members are expected to:

- Treat all staff and fellow members with courtesy and respect.
- Refrain from disruptive, intimidating, or offensive behaviour.

- Keep the gym clean and return equipment after use.
- Use equipment safely and follow all signage and guidance.
- Avoid filming or photographing others without consent.
- Report any incidents or hazards to staff immediately.
- Comply with hygiene and health policies, including towel use and equipment cleaning.

## 2. Use by Under 16 years of age

- Anyone under 16 years of age must be accompanied at all times by a parent, guardian, or responsible adult member.
- Anyone under the age of 16 must complete a supervised Youth Induction with a qualified instructor.
- P&E Sports reserves the right to refuse entry to anyone under 16 years of age who doesn't meet these conditions.

## 5. Zero-Tolerance Policy on Abusive or Aggressive Behaviour

P&E Sports has a zero-tolerance policy toward any form of abuse, harassment, discrimination, or aggression — whether verbal, physical, or written.

This includes (but is not limited to):

- Swearing, shouting, or using threatening or discriminatory language;
- Bullying, intimidation, or harassment of staff or members;
- Physical violence or damage to property. Consequences:
- Immediate removal from the premises;
- Permanent termination of membership without refund;
- Potential involvement of the police if required.

We are committed to maintaining a safe, inclusive, and welcoming environment for all.

### Using the gym

1. You are entitled to access and to use the gym or gyms defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.

2. We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym or gyms you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.
3. To ensure appropriate use of our gyms, gym equipment and facilities we may monitor members' use of our gyms. On occasions we may deem your behaviour to be potential abuse of the system, if this occurs, we will communicate to you and give reasonable time to correct the behaviour before we may take action.
4. Members must complete an induction or confirm understanding of safe equipment use before training.
5. Appropriate gym attire and footwear must be worn at all times.
6. Please wipe down equipment and re-rack weights after use.
7. Personal belongings are left at your own risk. Lockers are available for temporary use during your visit.
8. P&E Sports accepts no liability for loss or damage to personal items.

## **6. Personal Training Sessions**

Personal training sessions must be booked and paid for in advance.

1. A minimum of 24 hours' notice is required to cancel or reschedule a session without charge.
2. Cancellations made within 24 hours will be charged in full.
3. If a trainer cancels a session, a replacement session will be offered at no extra cost. Personal training sessions are non-transferable and must be used within the validity period stated at the time of purchase.
4. All cancellations can be dictated by the approval of the Centre Manager; depending on reasons and information given by either customer or staff member; which is within reason and in our T&C's.
5. Trainers employed or contracted by P&E Sports are the only individuals permitted to deliver personal training services on the premises.

## **Behaviour and Safety**

1. Members must always follow instructor or trainer guidance.
2. Disruptive, unsafe, or abusive behaviour during classes or sessions will result in removal from the activity and may lead to suspension or termination of

membership. Members are responsible for informing instructors or trainers of any relevant medical conditions, injuries, or limitations prior to participation.

### **Health & Safety**

1. Members are responsible for ensuring they are physically fit to exercise. Seek medical advice if unsure.
2. Report any injuries, hazards, or faulty equipment to staff immediately.
3. All members must follow staff instructions relating to health and safety.

### **Liability**

1. P&E Sports accepts no liability for injury, illness, or death resulting from misuse of equipment or failure to follow instructions.
2. Nothing in these terms limits our liability for death or personal injury caused by our negligence.

## **7. Payment**

1. If your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card. You will be notified of any applicable Membership Amount at the end of the online joining process, and this amount will be confirmed to you by email.
2. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank (or recurring international Credit Card payment for overseas members) for the Monthly Membership Amount. Your first Monthly Membership Amount is due on the date shown at the end of the online joining process (which will also be confirmed to you by email), and subsequent Monthly Membership payments will be due on the same day of each month until your Membership is cancelled.
3. If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we may debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.
4. We reserve the right, at our discretion, to change your Monthly Membership Amount fee. If this happens, we'll notify you by email no less than 3 weeks before the change is made. You can cancel your membership within this

period, and if we don't hear from you within the period the new Monthly Membership Amount fee will apply automatically.

5. You agree to pay us the Monthly Membership Amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason no refunds will be due.
6. If any payment due from you is returned unpaid or not honoured, you will pay us on demand an Administration Fee of £20.

## **8. Credits**

1. Credits are only provided in cases where P&E Sports cancels a class or session and cannot offer a suitable alternative.
2. Credits or rescheduled sessions will not be issued for member no-shows or late cancellations.
3. Promotional or complimentary sessions have no cash value and are subject to expiry dates as stated.
4. Disclaimer
5. Participation in any class or personal training session is undertaken at your own risk. Members are responsible for ensuring they are medically fit to participate and must seek medical advice if uncertain.

## **9. Changing your Membership**

1. Membership types can be changed. Fees may apply. Details can be found online in the Member Area.
2. If you have a discounted Membership and you change to a new Membership product, you will waive the right to the discount (or any Promotional Rate) on the original Membership and pay the standard price on the new Membership.
3. If you have a discounted Membership and your Membership is terminated, you will waive the right to the discount and pay the advertised Membership Amount or Monthly Membership Amount if you later choose to re-join P&E Sports.
4. We reserve the right to change the access privileges of members with Membership packages that allow access to different areas of service i.e. Group Exercise classes.
5. We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including at least 2 days a

year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

6. We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time due to school requirements, school open days, events or for other reasons outside of our control. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.
7. We reserve the right to increase, reduce or withdraw certain facilities, services, or activities as well as change opening times in any gym either permanently or temporarily at any time. Where possible we will aim to give at least 1 weeks' notice of any changes.

## **10. Freezing your Membership**

1. Members may freeze their membership for up to 1 months within a 12-month period,
2. A £20.00 charge applies per frozen month to cover administration and system costs.
3. Membership freezes must be requested in writing at least 30 days before the next payment date.
4. Further freeze requests beyond 1 months may be granted only at the discretion of the Sports Centre Manager.
5. Membership access is suspended during a freeze period.
6. Direct Debit payments will resume automatically once the freeze period ends, unless a valid cancellation notice has been given.
7. When your membership is frozen your QR Code Access will be deactivated, and you will not have access to a gym. To reactivate your account, you can cancel your freeze at any time.
8. When a member freezes their account at a cost, they must reactivate their account in the member area of the site. This can be done at any time and a pro-rata payment will be taken for the remaining period before their next billing cycle, in which they will have access and use the gym.

9. A multi-month discount promotion will be cancelled if a freeze is implemented during a discounted month. Upon unfreezing your payment will revert to the full price.

## **11. Renewing your Membership**

1. All Members will be notified when it is time to renew via email or App notification, and this will also be available to view in the Club Right account.
2. Renewing to an Annual Membership, it requires an upfront payment during the renewal period. After your renewal period & membership has lapsed if you have not renewed within the allocated timeframe, you will be asked to re-join P&E Sports and will not benefit from any preferential renewal rates. The renewed term starts the day after the current term ends by default.

## **12. Cancellations of Membership**

1. You have the right to cancel this Agreement within 1 month from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 1-month period. You may email directly at centre or contact us through the Member Area on Club Right (using the email that you used during the online joining process and the unique Membership Number that you were sent), or you may use the contact us methods found on P&E Sports website.
2. In case of dispute, you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
3. If you have requested an immediate membership start date and you cancel your Membership within the 1-month period, proportionate charges will be due. We will refund to you any Joining Fee, Membership Amount and Monthly Membership Amount you have paid us, but the refunded amount will be reduced by the higher of (a) the one-day pass rate (for your gym at the time you joined) and (b) an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel. Refunds will be made no later than 1 month after the day on which we were informed about your decision to cancel and will be made using the same means of payment you used for the initial transaction.
4. After the 1-month cancellation period you may terminate your Membership at any time by cancelling your direct debit mandate with your bank, or by contacting your club directly or via Club right member area, if you pay via

recurring card payment. No refunds will be given for unused billing periods; if you would like to continue using the facilities until the end of your billing period, please contact our member service team prior to cancelling your payments, otherwise your membership will cease immediately.

5. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due.
6. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the P&E Sports Membership Rules. In this event you will no longer be able to access any of our facilities, and we will not give any refund.
7. If we do not terminate your Membership if you breach any of the P&E Sports Membership Rules, or if we give you extra time to pay if you do not pay your Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due, that will not prevent us from subsequently enforcing the terms of this Agreement.
8. If you have a Membership that gives you access to a single specified gym, and that gym closes indefinitely, this Agreement will end and you will receive a pro-rata refund of your Membership Amount or most recently paid Monthly Membership Amount, as applicable.
9. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
10. We consider the safety of our members and our staff to be paramount. We reserve the right to refuse any application for Membership or terminate an existing Membership where we consider that that Membership may pose a risk to the health and/or safety of other members or staff. If this happens, we will notify you of this and refund all unused Joining Fees, Administration Fees, Membership Amount or Monthly Membership Amount.

### **13. Suspension or Termination.**

1. P&E Sports May suspend or terminate your membership without refund if you:
  - breach these Terms & Conditions;
  - engage in behaviour that is unsafe, abusive, or disruptive; or
  - allow non-members unauthorized access.

2. Serious breaches (including abusive behaviour) will result in immediate termination and may be reported to the authorities.

#### **14. Additional services**

1. Personal Training Sessions and “additional services” do not form part of this Agreement and are not provided by P&E Sports.
1. Any “additional services” (including, for example, Personal Training Sessions) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for “additional services”, you are entering into an agreement with those individuals and not with us.
2. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
3. We may provide services you can book onto such as a kickstart session or personal reviews of your training needs. Such services are provided without additional charge.

#### **15. Group Fitness Classes**

1. Class bookings open [7 days] in advance and close [one hour] before the class start time.
2. Members must check in at reception or via the app before the class begins.
3. If a member has not checked in within 5 minutes of the class start time, the space may be released to another member on the waiting list.
4. Cancellations must be made at least 1 hour before the class start time.
5. Members who repeatedly fail to attend booked classes (“no-shows”) may have their booking privileges temporarily suspended.
6. Class instructors may refuse entry if the warm-up has already begun for safety reasons.

#### **16. Guest Passes and Visitor Policy**

General

1. P&E Sports may offer guest passes or day passes at its discretion to allow non-members temporary access to the facilities. Guest passes are subject to availability and may be withdrawn or restricted at any time without notice.
2. Guests must complete a health and safety waiver and, where applicable, provide proof of age and identity before entry.
3. All guests must comply fully with these Terms & Conditions and any additional rules displayed on site.

### **Responsibility of the Member**

1. Members introducing guests are responsible for their guests' conduct at all times while on the premises.
2. Members must remain present with their guests during their visit unless otherwise authorised by staff.
3. Any breach of conduct or damage caused by a guest will be the responsibility of the introducing member, who may be liable for repair or replacement costs.

### **Guest Access and Fees**

1. Guest passes may be free or chargeable, depending on current promotions or pricing at P&E Sports.
2. All guest fees must be paid prior to entry and are non-refundable once the guest has entered the premises.
3. Guest passes are valid only on the date of issue and cannot be exchanged, resold, or transferred.

### **Safety and Supervision.**

1. All guests must complete a brief safety induction or confirm that they understand how to use the equipment safely.
2. P&E Sports reserves the right to refuse entry to any guest who appears unfit, under the influence of drugs or alcohol, or likely to endanger themselves or others.
3. Guests under the age of 16 must be supervised by a parent, guardian, or approved instructor at all times.
4. Behaviour and Compliance.
5. Guests are expected to behave respectfully toward all staff and members.
6. Any aggressive, abusive, or unsafe behaviour by a guest will result in immediate removal and may result in the suspension or termination of the associated member's account.

## Liability

1. Guests enter and use the facilities entirely at their own risk.
2. P&E Sports accepts no liability for injury, loss, or damage sustained by guests while on the premises, except where caused by our negligence.
3. By using a guest pass, the guest acknowledges that they have read, understood, and agreed to these Terms & Conditions.

## 17. Managing your permissions and data

1. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving gym-related communications. All processing of your personal data will be in accordance with our Privacy, CCTV & Cookie policy
2. For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security at all our gyms. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy. Access to such footage will also be governed by the provisions of that policy.
3. We will securely store personal data including membership information and recorded CCTV footage.
4. You can contact us with any queries or concerns by emailing [sportscentres@pandesports.com](mailto:sportscentres@pandesports.com) from (or quoting) the email address that we hold for you.

## 18. Photography and Filming

1. From time to time, P&E Sports may take photographs and/or video recordings within the gym, studio, class, and club areas for marketing, promotional, and social media purposes. This may include the filming or photography of gym floors, fitness classes, events, and training sessions.
2. By attending the premises, members acknowledge that they may be included in such content. Any member who does not wish to be photographed or filmed must inform a member of staff at the time the photography or filming is taking place, and P&E Sports will take reasonable steps to ensure they are not included.

3. Any images or recordings used by P&E Sports will be handled in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## **19. Member satisfaction surveys**

1. From time to time we may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by e-mail.
2. At our discretion member satisfaction survey participation may be associated with a prize draw offering cash prizes of varying amounts to participants. Members that respond to such an invitation by completing the satisfaction survey by the advertised closing date will be entered into the draw.
3. Eligible participants will only be entered once into a particular draw. A winner will be chosen at random from all entrants to that draw within 90 days of the closing date. Winners will be contacted after the prize is drawn to arrange receipt of the prize.

## **20. Other clauses**

1. Only you, the person named in the online joining process, can benefit from this Agreement.
2. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
3. P&E Sports, its parent companies, its clients, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of P&E Sports or its agents, employees or subcontractors, our liability to you will be limited to £500.
4. We may make reasonable changes to P&E Sports Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.
5. This Agreement is governed by the law of England and Wales.
6. You should print a copy of this Agreement for future reference.

These Terms & Conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.