TUFF | V2

TERMS & CONDITIONS

1 GENERAL

TUFF V2 is the trading name of TUFF V2 LIMITED, a company incorporated in England and Wales with registered number 13204438.

In these terms and conditions ('you' and 'your') means you the member, ('we' 'us' 'the gym' and 'our') means TUFF V2.

All memberships are subject to these Terms and Conditions and the rules and regulations issued by TUFF V2. By agreeing to become a member of TUFF V2, you accept and agree to comply with all terms, conditions, rules and regulations. These terms and conditions take precedence over any previous terms and conditions or any oral representations made.

1.1 Prior to using any facilities at TUFF V2 you must complete a PAR Q.

1.2 You must advise staff of any disability, including but not limited to blindness, deafness, heart condition and epilepsy, prior to using the facilities. This will help us in seeking to avoid accidents, injuries or misadventures to you and others.

1.3 While using the facilities you accept responsibility for your state of health and physical condition. You should not take part in any physical activity that you may not be fit for. If you suffer any unusual symptoms when using the gym facilities, you must immediately stop the activity and tell a member of staff.

1.4 You must not use the facilities if you have an infectious disease or condition.

1.5 If you or any guest or child that is with you suffers an accident or injury on the TUFF V2 premises, it must be reported immediately to the most senior staff member on duty.

1.6 You must behave appropriately, respectfully and dress appropriately whilst on the TUFF V2 premises.

1.7 It may be necessary for us to close or withdraw all or any part of the gym facilities at any time for repair, maintenance, alteration or for safety reasons.

2 MEMBERSHIP

We offer different types of gym membership (fees vary between membership types):

2.1 Monthly Membership

2.2 Prepaid Membership Passes

All memberships are sold on either a full access or restricted access basis

2.1 MONTHLY MEMBERSHIP

2.2.1 If you have a Monthly Membership you will be committed to a minimum 12 month term plus 30 days' notice after expiry of your minimum term. (Please see the terms regarding giving notice in clause 3 below).

2.1.2 Your membership fee must be paid monthly, by direct debit, in advance of us providing the services for the month to which the payment relates.

2.2 PREPAID MEMBERSHIP PASS

2.2.1 If you have an Advance Paid Membership you will be committed to and you must pay us in advance and in full, for the agreed minimum membership period either 1 Day, 1 week, 1 month, 3 months, 6 months or 12 months whatever minimum membership period is applicable to your particular pass.

2.2.2 It is important for you to note that you cannot cancel or downgrade your Prepaid Membership Pass to another form of membership and this membership once paid for is non-refundable.

2.2.3 The following provision does not apply to any Prepaid Membership Pass:

2.2.3.1 Clause 8 (Freezing Membership)

2.2.4 You cannot cancel a Prepaid Membership Pass; it will expire automatically without notice.

3 NOTICES

3.1 You must give a minimum of 30 days' paid notice, the notice period will start on the day the valid termination request is received and cancel at the end of your final month. For example: if the termination notice is received 03 Dec, your membership will terminate on 31st Jan.

3.2 Notices from you to the gym must be emailed to info@tuffv2.co.uk and addressed to the general manager. It may be necessary to send recorded mail through the post and retain a receipt of postage. Notices from the gym to you will be sent to the email we hold on file for you. It is your responsibility to ensure your personal details including phone number and email address are kept up to date and accessible.

3.3 Cancellation of your direct debit instruction is not accepted as a request to terminate your membership.

4 CANCELLING OR CHANGING YOUR MEMBERSHIP

4.1 Subject to the provisions of this clause you cannot cancel or downgrade your membership during its minimum term. The minimum term for each membership is set out above and is repeated as follows: Monthly Membership (12 months), Advance Paid Membership (1 day, 1 week, weeks, 1 month, 3 months, 6 months or 12 months).

4.2 Any change to your membership must be made by you by 20th of the month either via your online account, or by emailing the management at info@tuffv2.co.uk. Any changes made shall incur a reasonable administration fee. Changes to your membership requested after 20th of the month may not be valid until a later month.

4.3 Any cancellation of your membership must be made by sending an email to the gym at info@tuffv2.co.uk. Cancellation of your membership requested after the required notice period may not be valid until a later month. For all cancellations we require a cancellation reason and requested date to stop the membership.

4.4 Joining fees and subscriptions will not be refunded. We hope that TUFF V2 provides everything you expected. However, if you do change your mind within 10 days of your start date, we will allow you to cancel your membership but your joining fee, or if no joining fee was payable a minimum of £25, will not be returned by us and will not be refunded.

5 CHANGING YOUR DETAILS

It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your postal or email address or telephone number are notified to us or updated using your app. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.

6 PAYING YOUR MEMBERSHIP FEE

6.1 If you do not pay your membership fee we will contact you to let you know via email. You will receive several automated payment reminders to pay your arrears.

6.2 We may refer any missed payments to a debt collection agency.

6.3 If you do not pay your membership fees for more than 30 days, we may at our discretion charge you an administration fee of £25. We may also charge you an administration fee of £10 for each missed payment.

6.4 If you do not pay for your membership we will prevent you from using the gym.

6.5 If you want to change your direct debit mandate from one bank to another you can do this by sending an email to info@tuffv2.co.uk by the 20th of the month. Failure to do so will result in the payment being requested from your existing bank account – should there be insufficient funds to cover the payment you may incur bank charges.

7 PRICING

7.1 We reserve the right to increase prices of the membership at any point during the term of the membership.

7.2 We reserve the right to pass on in full any changes in the prevailing rate of Value Added Tax (V.A.T).

8 FREEZING MEMBERSHIP

8.1 You may request to freeze your membership by contacting us by sending an email to info@tuffv2.co.uk. 10 days written notice must be given. Memberships to be frozen are at our discretion for a minimum of 1 month and a maximum of 3 months (apart from in exceptional circumstances). You may be requested to provide a doctor's certificate when such period is to be agreed at the time of freezing the membership.

8.2 There will be no charge for the duration of the freeze period.

8.3 Full membership fees will be re-instated and will commence from the agreed return date. Your commitment period will continue once re-instated.

8.4 Periods during which the membership is frozen do not form part of the continued duration of a 12 Month Membership and periods for which the membership is frozen will be added on to the contract term, extending the minimum term.

8.5 You must fully re-instate your membership subscription from frozen to active membership before terminating your membership, giving the required notice period as set out in clause 3.1.

8.6 You will not have access to use the club facilities whilst your membership is frozen..

9 MEMBERS' ACCESS

9.1 You will be required to download our member app to access the gym via QR code. Membership QR codes are not transferable and any member allowing their QR code to be used by another person shall be in serious breach of these Membership Terms and Conditions and will entitle the us to terminate membership without notice.

9.2 We reserve the right to refuse entry to the gym without an active QR code.

10 CHILDREN

10.1 All children aged under 16 must be supervised by a paying parent or guardian aged 18 or over. Completion of a waiver and general health questionnaire must be completed prior to using the gym.

10.2 There is no minimum age for children using the gym.

10.3 Children remain the responsibility of their parent or guardian at all times while on TUFF V2 premises and their parent or guardian agrees to ensure that each child adheres to the applicable terms, conditions, rules and regulations.

10.4 Children over the age of 8 years should use own sex changing rooms.

10.5 Anyone 16 years or over are able to train unaccompanied but must pay the adult rate for memberships/passes.

10.6 All under 18s are advised to attend an induction before training at TUFF V2.

11 LOCKERS

11.1 For security reasons and the benefit of other members you must ensure that all lockers are emptied at the end of each visit.

11.2 All lockers will be checked and emptied at the end of each day. If any contents remain we will retain any belongings for one weeks after removal after which we reserve the right to dispose of the contents in a responsible manner. We will not be responsible for any loss in this regard.

12 ADVANCE BOOKINGS

12.1 You may book any bookable facilities up to 15 days in advance online via your app or at the gym during opening hours.

12.2 All booked facilities must be confirmed when checking in, no later than 10 minutes prior to the booked time, otherwise the booked facility will be released to a member on the waiting list, or if there is no waiting list the booked facility will be made available to all members.

12.3 Any facilities or classes non-attended, will result in a temporary suspension from classes.

13 SMOKING

Smoking and the use of vapours is prohibited in all areas of TUFF V2 premises.

14 LIABILITY

14.1 We do not accept liability for any loss or damage to your property that may happen whilst on the TUFF V2 premises, unless such loss or damage is caused by our negligence.

14.2 Nothing in these General Terms and Conditions of Use, or the rules and regulations of TUFF V2 is intended to limit or exclude TUFF V2's liability for death or personal injury caused by its negligence, or any liability for fraud.

14.3 Nothing in these General Terms and Conditions of Use, or the rules and regulations of TUFF V2 is intended to limit or exclude any rights that members have as consumers.

14.4 We are not responsible for any harm that you suffer as a consequence of using TUFF V2 and our facilities, unless such harm is caused by our negligence.

15 HEALTH AND SAFETY

Members must read all Health and Safety notices displayed in the gym and comply with the recommendations.

16 SALE OF TUFF V2

In the event of the sale or disposal of TUFF V2 to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the gym and continue to pay your membership fees provided no changes to these terms or the gym rules having a material adverse effect on your use of the gym are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

17 DATA PROTECTION

17.1 We agree to comply with all relevant Data Protection Legislation which for the purpose of this Agreement shall mean the UK Data Protection Legislation and any other European Union legislation including the General Data Protection Regulation 2018 relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

17.2 We hold any information that you provide to us in accordance with our privacy policy on our website.