

MEMBERSHIP TERMS AND CONDITIONS

Definitions. In this membership agreement, "Studio Owner" or "we" means the Studio Owner identified above. "Studio" means the Studio identified above. "RETRA" means RETRA PADDINGTON Limited. "You" and "Member" means the person(s) whose name(s) and signature(s) appear on this document.

1. PHYSICAL CONDITION

- 1.1 I confirm that (a) I have no health issue or impairment that prevents me from the use of the Studio, (b) if any doubt arises as to whether I am fit for using the Studio, it is my responsibility to seek advice by a medical doctor who should confirm the ability to exercise in the Studio prior to any further use of the Studio, and (c) hold the necessary insurances to cover any training incident or other incident in or as a result of my use of the Studio.
- 1.2 The Studio Owner shall have no obligation to perform a fitness assessment or similar testing to determine the my physical condition. If an assessment is done at the Studio, it is for the sole purpose of compiling comparative data in order to track the my progress in a program and not for diagnostic purposes.
- 1.3 I warrant and represent that I will not use the Studio or any of the Studio Owner's facilities, services or products whilst I am suffering from any infections or contagious illness, disease or other ailment or whilst I am suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

2. MEMBERS INDUCTION

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional induction with a member of our staff before use. I understand that an introduction to the Studio facilities are a requirement prior to using the Studio facilities.

3. MEMBERSHIP TYPE

The type of membership that applies to you is set out on the first page of this membership agreement. If your membership is month to month, you will pay the monthly fee set out on the first page of this membership agreement by direct debit each month and on the same date every month, ongoing. If your membership is pre-paid, you acknowledge that the fee paid by you is on or before the date of this membership agreement is not refundable in any circumstances and you cannot freeze any pre-paid membership.

4. DIRECT DEBIT FEES AND CHARGES

- 4.1 The joining fee (if one is payable) and first month's membership fees are collected from you by us either Debit / Credit card at time of purchase, or by Direct Debit approximately 5 working days from your membership application date. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and direct debit agreement and entitle the member to an induction session, bookable online.
- 4.2 Your second Direct Debit for monthly membership fees will be collected exactly 1 month after you joined, unless you joined prior to the Studio opening in which case they will be collected one month after the Studio's Grand Opening Day. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
- 4.3 If any Direct Debit 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 £10.00. If, despite us having notified you of a missed payment, further 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 online within 7 days of becoming due.
- 4.4 You are responsible for updating addresses, contact information and bank details and must inform the Studio Owner of any changes during the duration of your membership.

5. DIRECT DEBIT PRICES

- 5.1 We reserve the right to alter the price of your monthly membership. We will give you at least 1 full months' notice of any incoming 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.

6. MEMBERSHIP TERMINATION

6.1 MONTHLY DIRECT DEBIT MEMBERSHIPS

- 6.1.1 You may terminate your membership at any point by cancelling your Direct Debit with your bank, allowing 5 working days for the bank to action this.
- 6.1.2 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.

6.2 PRE-PAID MEMBERSHIPS

- 6.2.1 You cannot freeze your membership on any fixed term membership.
- 6.2.2 Any pre-paid membership is non-refundable.

7. MONEY BACK GUARANTEE

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 this membership agreement. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) 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.

8. MEMBERSHIP FREEZE

If your membership is a month to month membership, you have the right to freeze your membership for a maximum of 3 months annually. You must provide the Studio with written notice at least 5 days prior to your monthly billing date for the month for which the freeze is to take effect. You will incur a £5.00 processing charge for each frozen month.

9. DAMAGED, LOST OR STOLEN PROPERTY

- 9.1 I understand that I am solely responsible for my personal belonging and will need to cover any damage which I may cause to the Studio Owner, the Studio facilities, services, products or equipment, or to other members or the staff, if such damage is caused by my willful act and/or negligence.
- 9.2 The Studio Owner does not take any responsibility for any damage, loss or theft of any of your personal belongings, even if locked in a locker.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 I acknowledge that I am aware of the inherent risks of injury or ill health resulting from use of the Studio and from participation in exercise generally. I agree to participate in all activities at my own risk and responsibility whether supervised or not by staff.
- 10.2 Notwithstanding anything to the contrary contained in this membership agreement or elsewhere, to the maximum extent permitted by applicable law, the Studio Owner shall not be responsible for any loss or damage that was not foreseeable or caused by a breach of contract or violation of law by me or other parties and I agree to release and hold harmless the Studio Owner from and against all actions, which may be brought by me or on behalf of me in respect of any incident arising out of injury, loss, or death caused to me or my property in any way whatsoever.

11. MINIMUM AGE

Membership holders of RETRA must be a minimum of 14 years of age. All minors under the age of 16 are restricted to not use free weights at the Studio, and must co-sign the membership agreement with a Parent / Guardian.

12. PERSONAL E-MAIL ADDRESS.

I understand that by providing my e-mail address, I will receive occasional e-mails from RETRA updating me on my membership benefits. However, I will always have the option to opt-out from receiving these updates by replying and requesting to be unsubscribed.

13. CODE OF CONDUCT

The Member shall respect the behavioral and operating principles and follow them on all occasions. This includes, but is not limited to (a) wearing appropriate and clean clothes and shoes, (b) using a towel at every workout, if required, and leaving machines or workout stations and surfaces clean after usage, and (c) behaving in a friendly and respectful manner towards the other members in the Studio as well as the staff.

14. PRIVACY STATEMENT

- 14.1 From when you apply for membership we will have access to personal information about you, such as information relating to your fitness and finances. We will protect this information and only use, disclose or deal with this information in accordance with our Privacy Policy.
- 14.2 The latest version of the Privacy Policy is available on our website. If you provide your email address you consent to occasional emails from RETRA and Studio Owner updating you on your membership benefits. You agree that RETRA and Studio Owner may use your e-mail address and other personal information as stated in the Privacy Policy. However, I will always have the option to opt-out from receiving these updates by replying and requesting to be unsubscribed.
- 14.3 At any time you may also update your privacy preferences by following the instructions provided in the Privacy Policy. By signing this membership agreement, you confirm that the above has been explained to you and you consent to your personal information being transferred for the purposes as specified herein.

15. VIDEO MONITORING

We may use video monitoring in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facilities, please contact us.

16. SEVERANCE

If any provision of this membership agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this membership agreement and the remainder of such provision shall continue in full force and effect.

17. ASSIGNMENT

We may assign the benefit of this membership agreement and our rights thereunder to a third party on notice to you. Any other transfer of this membership agreement requires our prior written consent.