

## The Gym Group – Additional Terms & Conditions for the 12-Month Student Membership.

## Introduction

The following terms apply to the 12-month fixed term student membership (the "**12-Month Student Membership**" or "Student Membership") sold between 00:01 Monday 04<sup>th</sup> April 2022 until further notice. These terms are in addition to:

- Membership Agreement and Terms and Conditions (<u>https://www.thegymgroup.com/legal/</u>)
- Privacy & Cookie Policy (<u>https://www.thegymgroup.com/privacy-cookie-policy/</u>)

By completing the joining process on our website and purchasing aa Student Membership you are accepting all the terms and conditions in this document. You should only join if you have read them and accept them.

Where applicable the terms of the Privacy & Cookie Policy prevail in the event of an inconsistency.

## Additional Terms

- The 12-month Student Membership can be purchased for a one-off payment determined by the location of the gym, depending on the gym location. Please see our website for individual gym pricing: <u>https://www.thegymgroup.com/find-a-gym/</u>
- 2. The duration of the Student Membership is 12 Months as stated on the membership product and commences from the day you purchase your membership.
- 3. The **12-Month Student Membership** fee is non-refundable, except within the initial 14-day statutory period. For your cancellation rights please refer to "Ending your Membership" in our main Membership Agreement (<u>https://www.thegymgroup.com/legal/membership-agreement/</u>).
- 4. Unless specifically related to the **12-Month Student Membership**, no other discount can be used in conjunction with the Student Membership. Specifically, joining fee promotions available for monthly membership products do not apply to the Student Membership product.
- 5. To be eligible to purchase a 12-Month Student Membership you must confirm that you are in Full or Part-time education. You must be able to validate your Student Membership eligibility on request. We ask that you bring proof of your student status with you (for example, a Student ID card) when attending The Gym. We reserve the right to authenticate your status at any time via ID spot checks. We reserve the right to cancel your membership with immediate effect and without a refund if you are unable to provide proof.
- 6. Our 2022 **12-Month Student Membership** includes our DOIT monthly membership benefits (with the exception of being fixed term rather than no contract), which are available to review in our standard Membership Agreement and Terms and Conditions



(<u>https://www.thegymgroup.com/legal/membership-agreement/</u>), plus the following benefits:

- a. "Access to 2 Gyms".
  - i. "Access to 2 Gyms" enables you to select both a "Primary" and "Secondary" gym location.
  - ii. You can choose any open gym as your Primary location. However, the Primary gym selected must be the location that you will use most frequently during the lifetime of your Student Membership.
  - iii. You can choose any open gym as your Secondary gym. If over the course of your membership you select a Secondary gym that is more expensive than your Primary gym and you visit this location more frequently than your Primary gym, we will charge you for the difference in price at the end of your membership term. We reserve the right to monitor gym usage to ensure that the correct payment is made. Please note that certain gyms will not be available to select as a secondary gym:
    - Birmingham Hagley Road
    - Edinburgh City
    - Glasgow West End
    - Guildford
    - Handforth Wilmslow
    - Leeds Headingley
    - London Angel
    - London Oxford Street
    - London Stepney Green
    - London Tottenham Hale
    - London Waterloo
    - Manchester Fallowfield
  - iv. You can change the location of your Secondary gym via the online Member Area and will be charged an administration fee of £5 each time you do this.
  - v. Primary and Secondary Gym access lasts for the lifetime of your Student Membership.
  - vi. This benefit is included in the Student Membership and cannot be removed or refunded once purchased.
  - b. "Unlimited access to FitQuest, Body Composition & Fitness Measurement Technology"
    - Unlimited access to Body Composition & Fitness Measurement Technology" will be provided by our in-gym FitQuest machine, available in every gym with the exception of:
      - Chichester
      - Cambridge
      - York Foss Island
      - Sydenham
      - Oxford Abingdon
      - Leeds Headingley
      - and any gym opened after August 2021
    - ii. To take a measurement please use your PIN code to unlock the FitQuest machine and then follow the on-screen instructions.



- iii. You can take measurements as regularly as you wish during the lifetime of your Student Membership, but please note that your account will be configured to your unique data (date of birth, height, gender etc) so the results are only applicable to you, and your PIN must not be shared with other Gym users at any time (see <u>https://www.thegymgroup.com/legal/the-gym-group-membership-rules/</u>).
- iv. Access to this technology lasts for the lifetime of your Student Membership.
- v. This benefit is included in the Student Membership and cannot be removed or refunded once purchased.
- 7. The 12-Month Student Membership is available at open gyms only and some exclusions may apply. There is limited availability at each gym. We reserve the right to remove the Student Membership from individual gym locations at any time and without notice. The 12 Month fixed term student membership is excluded from the following gyms:
  - Leyland
  - Manchester Ashton Old Road
  - Manchester Old Trafford
- 8. You will be notified that your **12-Month Student Membership** is coming to an end approximately one month before it finishes, as you may wish to continue with us on a monthly membership once the fixed term period ends. When on a monthly Direct Debit you can cancel at any point and without further cost. For your full cancellation rights please refer to "Ending your Membership" in our main Membership Agreement (<u>https://www.thegymgroup.com/legal/membership-agreement/</u>).
- 9. We reserve the right to make reasonable changes to the Gym Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.
- 10. We recommend that you print out a copy of these Additional Terms for your records and future reference.



Last updated: 25/04/2022