

These Terms and Conditions are the standard terms which apply to provide to and use by Members and other users of facilities and services provided by **The Curve, Carlisle Road, Manningham, Bradford BD8 8DB. Telephone 01274 482247. Email: admin@thecurvefitness.com**
Registered in England under Company name The Curve at Manningham Baths Ltd, Company Registration Number 08244063, registered address: 99 Manningham Lane, Bradford BD1 3BN. VAT 179769725

By following the joining process to become a Member of The Curve you are accepting the terms and conditions in this Membership Agreement and you confirm that you are at least 18 years old. You should only join if you are willing to accept them. These documents form a legal agreement between us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of staff.

Membership

1. This Membership Agreement starts immediately you have accepted the terms during the joining process. By accepting the terms, **you are agreeing to pay any applicable Joining Fee, Administration Fee and Monthly Membership Amount which are shown at the start of the joining process and are not refundable other than your statutory cancellation rights (see number 4).**
2. Your chosen Membership Plan in Your application to join the Gym is Subject to the cancellation terms set out below. **Your membership renews automatically following the minimum period of Your Membership Plan and continues indefinitely on a month by month rolling basis until you give us no less than 30 days' notice** in writing by letter sent to The Curve, Carlisle Road, Manningham, Bradford BD8 8DB or email to admin@thecurvefitness.com. We will continue collection of Direct Debit Payments every month until such notice has been received. It is Your responsibility to cancel Your direct debit with the bank following any final payment.
3. In order for anyone to use the Gym they must have an active Membership, have completed a Physical Activity Readiness Questionnaire (PARQ) and had an induction. Free trials, guests of members can use the gym at the discretion of the management having completed a PARQ and had an induction.
4. Where the contract We make with You is not made on Our premises, then you have the right to cancel this Agreement within 14 days from the start of the Agreement (day one being the day you signed up to membership on-line) without giving any reason and We will reimburse you all Joining, Admin and Membership fee payments received from you within 14 days of receiving Your cancellation less any amount due for use of our facilities or services requested by you which we provided in that period. Your cancellation request must be received by us by letter, email or telephone. In case of dispute you must show that you have cancelled the Agreement in accordance with the cancellation terms. If You wish to cancel Your Membership in other circumstances, please refer to the Cancellations, Freezing, Transferring section of this Agreement for other circumstances in which You may do so.

Membership Fees and Payment

5. **Joining Fees or Admin Fees are payable at The Curve and are non-refundable (except for reason in clause 4).** Membership Fees are payable on a Monthly basis by Direct Debit. Your first Monthly Membership payment is due on the date shown at the end of the online joining process (also sent to you by email). The minimum number of Membership Fee payment required shall be determined by the Membership Plan. You agree to pay us the Monthly Fee payment whether or not there is any temporary interruption in services during the period.
6. **If any payment due from You is returned unpaid or not honoured, you will pay us on demand an initial administration fee of £10.**
7. We may deny You access to the Gym whilst any Membership Fees payable by You or other sums are due and remain outstanding and/or terminate Your Membership with immediate effect.
8. **If You have paid for Your Membership Fees for the full term of Membership, please note these are not refundable. However, you may transfer your membership to a non-member (in accordance with clause 18).**
9. If Your Membership Fees are not paid for a period of more than 30 days then please note **all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd.** All accounts, without exception, will be subject to a surcharge of 15% plus VAT to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement

Cancellation, Freezing, Transferring

10. In addition to Your rights to cancel under clause 4 You may **CANCEL YOUR MEMBERSHIP** by giving at least **one month's prior written or emailed notice (details at the start of this agreement) for the following reasons:**
11. If you suffer a long-term illness, injury, pregnancy provided appropriate written proof, which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer.
12. If You relocate to a permanent address which is more than 15 miles away from The Curve upon providing a utility bill or bank statement with the permanent address.
13. If you are made Redundant upon providing appropriate proof from Your employer or other loss of livelihood.
14. You may **FREEZE YOUR MEMBERSHIP for the following reasons:** Temporary illness or Injury, which, in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.
15. You may freeze Your Membership for reasons not covered above. Non-medical suspension may be for a maximum period of one month only per the length of Your Membership Plan. During such suspension normal Membership Fees shall be replaced with a reduced charge of 50% of normal Membership Fee. If you have paid for Your Membership in full, an additional fee must be paid to have the membership frozen in accordance with above.
16. Periods of freezing under clauses 14, 15 and 16 shall not form part of the minimum period of Your Membership (for example, if You have 8 months left of Your minimum period of Membership and You freeze for 2 months, You will still have 8 months remaining following the end of the freeze period) irrespective of whether any additional fees have been paid.
17. Your Membership can be transferred to another person. If You wish to **TRANSFER YOUR MEMBERSHIP**, You should do so in person at The Curve with the person you are transferring your membership to. Unless You are to continue paying the Membership Fees on behalf of the transferee, the transferee shall be required to provide new payment details. The transferee will not be charged for any sums already paid by You as the original Member but will be bound under the terms of the same Agreement
18. We will provide You with a **Membership card** at the start of Your Membership. You may not enter the Gym or use any of its facilities without a valid Membership card. If You lose Your Membership card, You will have to pay Us a charge of **£5 for a replacement. Giving YOUR card to others to use will result in suspension of your membership.**
19. **RAMADAN** It is at our discretion whether we allow you to receive a month back for the month of Ramadan. During Ramadan, direct debit payments should continue as usual. Cancellation of direct debits will incur an administration fee. The month is given back at the end of your contract provided there has been no defaults, transference of membership or cancellation of direct debit. Should you cancel during your membership period due to pregnancy, illness or injury or redundancy – the month for Ramadan can be taken at a future date or transferred to another person. If you cancel due to relocation, the month can be transferred to another person. We do not refund the Ramadan month.

Equipment and Facilities

20. If You become aware of any damaged or defective equipment You should immediately cease using such equipment and inform a member of Our staff;
21. We may withdraw Equipment at any time and for any reason including, but not limited to, maintenance, repair and alteration;
22. We make equipment and facilities available on a first-come-first-served basis subject to any agreement to the contrary with Us.
23. We reserve the right to limit access times to The Curve where required (e.g. during Ramadan) and 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

Classes

24. You must book in advance to attend any class. No priority is given and places are allocated on a first-come-first-served basis;
25. Classes are bookable directly from Your membership site from 7.00am three days in advance, or you can book in person or telephoning The Curve;
26. If a class requires the payment of an additional fee over and above the Membership Fee, You must pay it at the time of booking;
27. If a class requires specific clothing, footwear, or other items which You must provide, details of the class will specify those requirements. If You do not comply with those requirements, We may not allow You to participate in the class;
28. When You attend a class, You must arrive at least 10 minutes before the scheduled time of the class. If You arrive later than this time, You risk losing Your place in the class to

- another Member even if You have booked it
29. If a class involves a warm-up session, and You arrive after the warm-up session has begun, We will not permit You to participate in the class for health and safety reasons.
 30. If you have booked a class and are unable to attend, please leave the class on the booking page of Your membership site or call The Curve and inform reception staff. The Curve reserve the right to ban Members who abuse the booking system from attending classes.
 31. PLEASE NOTE: There are NO CLASSES during the month of Ramadan.

Gym Rules

32. We will give You a copy of the Membership Rules on enrolment at The Curve, or on Your first visit. They are also made available to read on the noticeboard at reception.
33. We only make Membership available to a "Consumer" (as defined above), and Your application to become a Member will be deemed to be Your confirmation that You are a "Consumer". If at any time We find that you are not a "Consumer", We may without liability to You cancel Your Membership forthwith by giving You a cancellation notice provided that We refund any Membership fees to You paid to Us for any period after the date of cancellation;
34. You must abide by the Membership Rules at all times when You use the Gym. If You do not, We will be entitled to suspend or terminate Your Membership with no refund of fees;
35. You are responsible for Your own state of health, physical condition and wellbeing at all times;
36. The Curve is a Grade 2 Listed building and as such, please be aware of uneven surfaces around the gym floor
37. You may only use the equipment and facilities provided by the Gym in the correct manner and must not use them in any manner which constitutes a health and safety risk either to You or to others;
38. You should not attempt to use any equipment or facilities until a suitably qualified instructor has instructed You in the correct use of the same;
39. If You have any medical condition or are taking any medication which may affect Your ability to exercise or use any equipment or facilities provided by the Gym in any way, You must inform Us of it and act in accordance with any instructions provided by Us as a result;
40. You must carry a towel with You when using the Gym and should wipe down equipment after use; the Gym also provide paper and spray should you forget Your towel;
41. You should not use the Gym when under the influence of alcohol or illegal drugs or immediately following a heavy meal;
42. You should not leave any personal belongings in the Gym overnight, or leave a padlock. It is Your responsibility to remove items. Padlocks/items left in the changing room will be disposed of.
43. It is Your responsibility to look after Your locker key. Should you lose Your key, The Curve will attempt to access Your locker without causing any damage to the locker. If we are unable to do so, you agree to call out a locksmith at Your expense.
44. You should dress appropriately when using the Gym. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided in the changing areas;
45. We do not allow smoking inside The Curve or anywhere else on The Curve's property including use of e-cigarettes and similar;
46. You should not use the Sauna/Steam room until you have read the health and safety advice on usage;
47. Items not allowed in the Sauna/Steam room include Oils, Newspapers, Food, Hair Dyes and Creams, Exfoliators;
48. Shower before using Sauna/Steam room and wear appropriate clothing as described outside Sauna/Steam room;
49. You must be dry before entering the Dry Area of the Changing Room;
50. No Shaving or Hair Dye to be used in the showers
51. The Sauna, Steam Room and Showers will be closed 15 minutes prior closing time;
52. Use the sanitary bins provided in the toilets for used sanitary products only
53. Chewing gum is to be disposed of in the bins;
54. You must not take any photography or movie shots at The Curve using a camera, mobile phone or PDA without the express permission of The Club Manager;
55. This list is not exhaustive and will be reviewed from time to time. The full updated list will always be available on the noticeboard at reception.
56. We cannot accept liability for any loss or damage to Your property in the Gym unless that loss or damage was caused by our negligence

In General

57. You may opt out of email communications that we may send but if you do we cannot be held responsible for any loss incurred by you not received gym-related communications. To opt out email admin@thecurvefitness.com or inform staff at reception.
58. You consent to, and waive any and all claims in respect of Your image being recorded by 24-hour CCTV at the entrance and the foyer of The Curve for security purposes and reviewed at our discretion by our female employees only.
59. We may close our premises with reasonable notice and at our discretion for reasonable periods of time to carry out maintenance, repairs, refurbishment or for other reasons out of our control and will not be responsible to you for not being able to access our facilities in these circumstances. PLEASE NOTE: During the month of Ramadan we reduce our hours Monday to Sunday and there are NO classes during this time.

Additional Services

60. Any additional services including Personal Training Sessions & Sports Massage which you contract for or agree to pay for, do not form part of Your Membership Agreement and the Terms and 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.
61. 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.

Limitation of Liability

62. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;
63. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation;

Changes to Terms and Conditions We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

How We Use Your Personal Information (Data Protection) In so far as establishing, maintaining and ending Your Membership and providing facilities and services to You involves Us in collecting, using, or holding or otherwise processing any Data obtained from You which is personal data (including, but not limited to, Your name and address), We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Act 1998 and Your rights under that Act and these Terms and Conditions; We may use Your personal information as follows: To establish, maintain and end Your Membership and provide Our facilities and services to You; To process Your payment for the facilities and services; In case of breach of membership as per clause 10, we will pass on Your details to Sinclair, Goldberg Price Ltd.

Complaints We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our facilities, services or any other complaint about the Gym or any of Our staff, please raise the matter with The Club Manager who can be contacted at The Curve or by email admin@thecurvefitness.com.

No Waiver No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

Severance If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions means and the remainder of the provision in question shall not be affected.

Law and Jurisdiction These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the court of England, Wales, Scotland or Northern Ireland, as determined by Your residency.