

1. OUR CONTRACT WITH YOU

- 1.1 This Agreement sets out the terms which will apply to your membership of the gym facilities and equipment ("**Facilities**") and personal training services ("**Services**") of PLM Health & Fitness Limited at Unit 7, Abbey Works, Back King Street, Whalley, BB7 9SP and any other health and fitness clubs that we may decide to operate in the future ("**the Club**").
- 1.2 This Agreement, the New Member Form and any policies which are referred to in this Agreement, form the legally binding contract between us and you ("**the Contract**") which will come into force in accordance with clause 2.5. Please make sure that you have read these documents carefully and understand them. If you have any questions, please ask a member of our team at the Club.
- 1.3 Your attention in particular is drawn to the provisions setting out the extent of our liability to you (clause 12) and information on how to contact us (clause 14).
- 1.4 We may change the Contract terms from time to time in order to comply with any changes in relevant laws and regulatory requirements, for health and safety reasons or if the changes are for the benefit of the majority of our members of the Club. If we have to revise the Contract terms and the changes are to your detriment, we will give you notice of any changes by displaying the changes in the Club for one full calendar month before the changes take effect. If you are not happy with the changes you can choose to cancel your membership by submitting a Membership Cancellation Form in accordance with clause 9 below.
- 1.5 We may, at any time, choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment options.

2. BECOMING A MEMBER

- 2.1 If you wish to become a member of the Club you will need to complete and submit a New Member Form, make any payments set out within the New Member Form and set up your direct debit (if you are paying by direct debit) and undergo a health check and induction (see clause 3 below).
- 2.2 You may need to pay an activation fee which will be set out in your New Member Form.
- 2.3 In order to be a member you must be at least 18 years of age.
- 2.4 Please check that the details on the New Member Form are complete and accurate, before you sign and submit the New Member Form. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.
- 2.5 When you sign and submit the New Member Form to us, this does not mean we have accepted your application for membership. Our acceptance will take place when we provide you with written confirmation that your application has been accepted, at which point the terms of the New Member Form and this Agreement will become binding on you and the Contract will come into existence between you and us.
- 2.6 If we are unable to accept your application for membership we will inform you of this in writing. We are under no obligation to accept your application for membership.
- 2.7 If we accept your application we will:
- assign a membership number to you and you should quote this number in all subsequent correspondence with us regarding your membership and when booking personal training sessions; and
 - provide you with a keypad code or swipecard in order to gain access to the Facilities. Any swipecards provided will remain our property at all times.
- 2.8 Upon acceptance of your application for membership, you will be entitled to all of the rights and privileges exercisable by members holding the class of membership for which you have been accepted.
- 2.9 Where there is any conflict in or between the terms of this Agreement or the New Member Form, the New Member Form will take precedence.

3. HEALTH CHECK AND INDUCTION

Health Check

- 3.1 As a pre-condition to membership and prior to use of any of the Facilities or Services, you will be required to undergo a health check. A health check consists of 2 parts:
- completion of a physical activity readiness questionnaire ("PAR-Q")** which will record details, as verified by you, including your current state of health, any medical conditions that you may have and any medication you are taking. Please see a copy of the PAR-Q for further details of the information that we will require, copies of which are available on request;
 - development of a training and exercise programme.** We will also ask you questions concerning your diet, the type and amount of exercises you take (and have taken in the recent past) and your general life style and will discuss with you the type of training and exercise programme that you would like to (and can) follow. After we have agreed on the training and exercise programme.
(both steps together being the "**Health Check**")

Completion of Health Check and Ongoing Obligation to Keep Us Updated

- 3.2 On completion of the Health Check you will be required to sign the PAR-Q to confirm that the information that you have provided is complete and accurate, and what we have agreed and stated in the PAR-Q is recorded accurately.

- 3.3 If at any time during your membership any information previously provided becomes inaccurate (for example where you are diagnosed with a medical condition that you have not previously disclosed to us) you must inform us as soon as reasonably practicable and in any event before you make any further use of the Facilities or Services.
- 3.4 We reserve the right to request that you complete updated Health Checks and/or PAR-Qs from time to time.
- 3.5 We reserve the right to refuse you access to the Facilities and/or the Services if it becomes apparent prior to or during your use or receipt of any Facilities or Services that you have any medical or other condition that may put you at risk if you were to continue to use the Facilities or Services. In these circumstances, we will not be liable to you for any loss in connection with our cancellation.

Membership Subject to Results of Health Check

- 3.6 Please note that after the Health Check has been carried out, we may decide that we cannot grant you membership. For example, if we believe that any form of training or exercise we can offer is not suitable for you or if the form and type of training and exercise that you require is not medically safe for you to undertake. In such cases we will require you to consult with a medical doctor (such as your own GP). In such cases, before we can reconsider your application for membership, we will require a report or letter from a medical doctor to indicate that you can undertake exercise and training including details of any types of exercise and training that should be avoided by you (if applicable).

4. MEMBERSHIP PACKAGES, BENEFITS AND OUR OBLIGATIONS TO YOU

- 4.1 Your level of membership is as set out in the New Member Form or any amendment requested by you and accepted by us from time to time in accordance with the Contract.
- 4.2 Details of the various levels of membership and associated benefits available to you as a member are as set out in our membership brochures as may be amended from time to time or on our website at www.plmfitness.com as updated from time to time.
- 4.3 Our membership packages are all based on a 12 month contract and you are committing to being a member, and paying the membership fees, for at least 12 full calendar months. If you want to commit to a further 12 months, you must renew your 12-month commitment period before the [15th] day of the last month of the 12 month term, otherwise the Contract will auto renew in accordance with clause 9.4.
- 4.4 We will provide all Services with reasonable skill and care and will make every effort to provide the Services at the times agreed with you. However, there may be delays due to an event beyond our control and we will not have any liability in such event other than to offer you an alternative appointment time, unless you have a right to cancel as set out in clause 11 where an event outside our control continues to prevent us from providing the Services.
- 4.5 We reserve the right to alter, change, add to, reduce or cease various Facilities and utilise the Facilities for special events, private parties, seminars, tournaments or other activities that we may deem desirable from time to time.
- 4.6 If, through events outside of our control, we are unable to provide the full range of Facilities applicable to your level of membership, you will remain liable for all membership fees. This is subject to your right of cancellation under clause 11 where an event outside our control continues to prevent us from providing access to the Facilities.
- 4.7 In the unlikely event that there is a problem with the Facilities or Services we have provided please contact us and tell us as soon as reasonably possible.
- 4.8 It is not possible for us to guarantee any particular result or outcome as a result of us providing the Facilities and/or Services to you.

5. ACCESS TO AND USE OF THE FACILITIES

- 5.1 Subject to the remainder of this clause, the Facilities will be made available to you during the times specified in your level of membership. We reserve the right to close the gym or withdraw the use of all or part of the Facilities where required for maintenance or remedial works, health and safety reasons or when classes or other events are in progress. Compensation will not be given for such closures. Where possible, we will give you as much notice of any closure as is practicable in the circumstances.
- 5.2 You are entitled to use the Facilities whilst you remain a member, provided that you are not in arrears in respect of any instalment due to us or in breach of any conditions of the Contract, Behaviour Policy or any other policy which may be in force from time to time.
- 5.3 You are not permitted to bring guests into the Club or to allow guests to use the Facilities. If you bring any guests to the Club in breach of this clause, we will not be held liable for any damage, injury or loss incurred by the guest as a consequence of the guest's attendance at the Club.
- 5.4 You are not permitted to lend your swipecard or disclose any keypad code to any other person to grant them access to the Facilities.
- 5.5 You should only use equipment or Facilities in respect of which you have received guidance as to its use from a member of our staff and must observe all health and safety notices at all times. If you are in any doubt, do not use the equipment without first consulting a member of staff. We will not be held liable for any damage, injury or loss incurred by you where you use any equipment without first having been shown how to safely use such equipment.
- 5.6 You acknowledge that the Facilities are not manned at all times and therefore your use of the Facilities may not be supervised in person by a member of staff.
- 5.7 Unless we otherwise agree in writing, you may only access the Club specified on the New Member Form.

6. BEHAVIOUR POLICY

- 6.1 Whilst in attendance at our premises you must comply with our Behaviour Policy, a copy of which is available upon request. Eating [outside of the designated café area], smoking and drinking alcohol within the Club is not permitted.
- 6.2 Failure to comply with the Behaviour Policy may result in the suspension or termination of your membership without notice.
- 6.3 Where your membership is suspended or terminated due to a breach of the Behaviour Policy, you will not be entitled to any refund or other compensation in respect of membership fees (or other fees) paid to us.
- 6.4 We will not have any liability to you if damage, injury or loss occurs as a result of a failure to abide by our Behaviour Policy.

7. MEMBERSHIP FEES AND PAYMENT

- 7.1 All applicable fees relating to your membership, including any sign up fees, service charges and monthly fees are as set out in the New Member Form, membership brochures and on our website from time to time.
- 7.2 We aim to keep the information in our brochures and on our website up-to-date, however please note that the content in our brochures or on our website (including prices) may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our brochures or website, or any content in or on them, will be free from errors or omissions.
- 7.3 All fees include any VAT that may be chargeable. However, if the rate of VAT changes prior to the date of performance or during the membership term, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 7.4 Membership fees shall be paid in accordance with the membership option chosen, as set out in the New Member Form, which may be annually in advance or monthly in advance by direct debit on the date set out in the New Member Form.
- 7.5 When you tell us about a change to your bank account details, we may ask you to sign a new direct debit form.
- 7.6 If you are not sure about the fees you are paying please speak to a member of our team at the Club.
- 7.7 During your membership, you must pay your membership fees whether you use the Facilities and Services or not (unless we have frozen your membership in accordance with clause 9.8).
- 7.8 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 7.9 If you fail to pay us the membership fees for any reason within [7] days of the due date, we will contact you to request payment. Whilst you owe us payments you will not be allowed to enter the Club. Once your payments are up to date you will be allowed to use the Club. You will still have to pay all membership fees for the 12 month term.
- 7.10 If after the [second] month we have contacted you, you still owe us the payment we may terminate your membership with immediate effect. We may try to take a second direct debit to collect the payment that has failed and we may charge you interest as set out above.
- 7.11 We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any costs associated with this including court costs. Or we may choose to take the payment from your credit card or debit card using the credit card or debit card details you have given us.
- 7.12 We reserve the right to amend our monthly membership fees from time to time. If we amend our monthly membership fees, we will give you at least one month's written notice of any changes to the fees before they take effect. You can choose to cancel your membership by submitting a Membership Cancellation Form in accordance with clause 9 below.
- 7.13 We offer special membership rates to members of the emergency services. Further details (including eligibility details) are available upon request.
- 7.14 We will not be responsible or refund any subscriptions if you later change to a discounted rate under clause 7.13 that you could previously have been eligible for.
- 7.15 When your membership ends for any reason and we have taken the final payment from you, you are responsible for cancelling your direct debit. If you do this before your membership has ended we may not be able to collect any remaining payments you owe and we will contact you about this in line with your New Member Form.

8. PERSONAL TRAINING SESSIONS, INCLUDING NON-ATTENDANCE AND CANCELLATION

- 8.1 If you do not attend a booked personal training session ("**Session**") without letting us know in advance then we reserve the right to charge you a cancellation fee as set out below:
 - (a) where the cancellation is not less than 24 hours before the booked time for the Session, you will not be responsible for any cancellation fee;
 - (b) where the cancellation is 24 hours or less before the booked time for the Session, you may be responsible for the full cost of the session.
- 8.2 If we cancel a Session due to an event outside of our control or the unavailability of key personnel or key materials without which we cannot provide the Session, we will promptly contact you to let you know and arrange an alternative time for the Session where possible. Compensation will not normally be given for such cancellations.

8.3 Sessions are normally given in 1-hour time slots. The 1-hour time slot includes a few minutes at the beginning and end of each Session to set up / put away any equipment, to ask you about any medical conditions, issues, problems or queries that you may have, and to allow you to change your clothing.

8.4 If at any time during a Session we consider that:

- (a) you appear to be unwell; and/or
- (b) you are not following our reasonable instructions; and/or
- (c) you are behaving or acting unreasonably or are offensive

then we have the right to stop the Session and not continue the Session. Compensation will not be given if a Session is stopped in such circumstances.

9. YOUR RIGHTS TO ALTER OR CANCEL YOUR MEMBERSHIP

9.1 Subject to the remainder of this clause, if you wish to cancel your membership you may do so by completing a Membership Cancellation Form or speaking to a member of staff.

9.2 Upon cancellation or freezing of your membership for any reason you shall return any property that belongs to us including all keys and swipe cards to the Club.

Membership Cancellation Prior to Receipt of Services

9.3 Before we begin to provide access to the Facilities and/or Services in accordance with the terms of your membership, you have the following rights to cancel your membership:

- (a) you may cancel your membership within 7 calendar days of our acceptance of your application for membership by contacting us. We will confirm your cancellation in writing to you; and
- (b) where you have made any payment of membership fees in advance of receipt of access to the Facilities or Services that have not yet been provided to you, we will refund these amounts to you.

Membership Cancellation for Convenience

9.4 Memberships shall be subject to a fixed 12 month term (as set out in the New Member Form) commencing on the date of our acceptance to you ("**Initial Term**"). We will contact you at least 30 days prior to the end of the Initial Term and unless you give us at least 14 days' prior written notice to expire on or before the end of the Term or to renew your Contract in accordance with clause 4.3, your membership will automatically renew and continue on a monthly basis but you can cancel it in line with clause 9.5. If you wish to opt out of auto renewal please let us know when returning the New Member Form to us.

9.5 If you wish to cancel your membership, please complete and submit a Membership Cancellation Form. You will be liable for the membership fees for the duration of the then current term (which may be the Initial Term or any renewed term). Please see the Membership Cancellation Form for further details of the terms and fees that will apply to the cancellation of your membership.

9.6 We will contact you in writing to confirm receipt of your request for cancellation and to confirm the cancellation date and any fees that will be payable by you as a result of the cancellation. If you do not receive this confirmation, you must assume that we have not received your cancellation request.

Membership Cancellation for Breach or Detriment

9.7 Once you have begun to receive access to the Facilities, or any other benefits of your membership, you may cancel your membership with immediate effect by giving us written notice if:

- (a) we break this Agreement in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;
- (b) we close the whole of the Club for refurbishment for more than one month at a time;
- (c) if we significantly reduce the opening hours or Facilities (unless this is temporary and we need to for health and safety reasons, for maintenance, or for improvements that will benefit most members, in which case we will offer other Facilities or freeze your membership as appropriate);
- (d) we go into liquidation or a receiver or an administrator is appointed over our assets;
- (e) we change the terms of this Agreement under clauses 1.4 or 7.12 to your material disadvantage; or
- (f) subject to clause 11.4, we are affected by an event outside our control.

Freezing your Membership where your Circumstances Change

9.8 Where you have begun to receive access to the Facilities, or any other benefits of your membership, and your circumstances change which makes continued use of the Facilities impractical or unaffordable (including due to pregnancy, serious illness, serious injury, relocation or redundancy) then you may write to us to request the freezing of your membership. We shall consider each request on a case by case basis and where we do agree to freeze your membership we will not charge you monthly membership fees while your membership is frozen.

Restarting your Membership after Cancellation

9.9 You may start your membership again at any time. You will need to sign a New Member Form and set up a new direct debit with us.

9.10 You may not be able to restart your membership until you have paid any amounts you owe us (if any) and we can refuse to let you restart your membership again.

10. OUR RIGHTS TO FREEZE OR CANCEL YOUR MEMBERSHIP

- 10.1 We may freeze your membership (and we will not charge you monthly membership fees while your membership is frozen) or cancel your membership at any time with immediate effect by giving you written notice if:
- (a) you do not pay us when you are supposed to as set out in clause 7. This does not affect our right to charge you interest under clause 7; or
 - (b) you breach our Behaviour Policy or any other policy in force from time to time; or
 - (c) you do, or attempt to, provide, offer, engage in, advertise or promote, whether or not for payment or other reward, at the Club any activities which do or may compete in any way with the Services or any activities provided, offered, engaged, advertised or promoted by us or our authorised personnel, including but not limited to personal training or other training, coaching or instruction to any individual or group;
 - (d) you break the Contract in any other material way, or repeatedly break the Contract, and you do not correct or fix the situation within 7 days of us asking you to in writing;
 - (e) you allow another person to use your swipe card to get into the Club (unless you have told us that your swipecard has been lost or stolen); or
 - (f) subject to clause 11.4, we are affected by an event outside of control.
- 10.2 If we cancel your membership under clause 10.1, we will not allow you to join the Club in the future and you will not be allowed to enter the Club.
- 10.3 If we permanently close the Club, we will, where possible, give you at least one full calendar months notice in writing. We will send this to the address you have given us. We will also put a notice on the Club's information board. We will end your membership at the end of the month's notice and refund any membership fees you have already paid for the remaining commitment period.
- 10.4 If we receive official notice (for example, from a bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an event outside our control.
- 11.2 An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, delays affecting suppliers or not being able to get suitable materials on time or at all, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3 If an event outside our control takes place that affects the performance of our obligations under this Agreement:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of the Services or other benefits of your membership to you, we will restart the performance and re-schedule any appointments (as applicable) as soon as reasonably possible after the event outside our control is over.
- 11.4 Either party may cancel your membership if an event outside our control takes place and we cannot provide the Services and Facilities or Services and Facilities are significantly reduced for longer than 4 weeks in accordance with the cancellation rights in clause 9.7 (your rights) and clause 10.1 (our rights).

12. OUR LIABILITY TO YOU – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 As a consumer, you have legal rights in relation to any Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in this Agreement will affect these legal rights.
- 12.2 We only supply Services for private purposes. You agree not to use the Services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other loss that cannot be excluded by law.
- 12.4 Subject to clause 12.3 above, we exclude all liability for:
- (a) any death, damage, injury or loss caused by you carrying out exercises incorrectly or contrary to instructions or advice of a health professional; or
 - (b) any death, damage, injury or loss caused by the breach of duty or negligence of a third party unconnected with our provision of use of the Facilities or Services.

- 12.5 In accordance with clause 3 above, we will not be liable for any damage, injury or loss incurred by you, where you make use of the Facilities without having completed an Induction. You will hold us harmless from any and all loss, cost, injury, damage or other liability sustained in breach of this clause 12.5.
- 12.6 You understand that whilst the Facilities may (subject to your membership rights) be accessible by you 24 hours a day, 365 days a year, the Facilities will not be staffed by us at all times. Subject to clause 12.3 above, for the avoidance of doubt we exclude any liability for death, damage, injury or loss caused by your use of the Facilities during times that the Facilities are not staffed.
- 12.7 We cannot accept liability for loss or damage to your property in the Club or the car park unless that loss or damage was caused by our negligence.
- 12.8 When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the Club.
- 12.9 We will not have any liability to you if damage, injury or loss occurs as a result of a failure to provide information or as a result of the supply of inaccurate or incomplete information on a PAR-Q or otherwise. Nor will we be liable for any unknown medical conditions.
- 12.10 By law, we do not have to pay you compensation for any service, facility or equipment not being available for health and safety reasons or if it is for the benefit of our members.
- 12.11 We can make changes to the type of facilities we provide, and we will give you notice of any such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.
- 12.12 You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.
- 12.13 You should consult your doctor before you start any exercise programme or class if you are not sure whether it is suitable.
- 12.14 Subject only to clause 12.3, in no event shall our total liability to you for any one event or series of related events exceed the sum of [150%] of the total amount paid by you for your membership and/or the services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose.

13. YOUR PERSONAL INFORMATION

- 13.1 We will record any personal information you give us in line with the current data-protection laws.
- 13.2 We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By joining one of our membership options, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.
- 13.3 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.
- 13.4 Where you have given us any personal information, we only use such personal information in accordance with our Privacy Policy. Please take time to read our Privacy Policy, as it includes important terms which apply to you.

14. INFORMATION ABOUT US AND HOW TO CONTACT US

- 14.1 PLM Health and Fitness Limited is a company registered in England and Wales. Our company registration number is 10400974 and our registered office is at 12 Edison Court, Wrexham Technology Park, Wrexham, Wales LL13 7YT.
- 14.2 If you have any questions or if you have any complaints, please telephone us on 01254 781777. If we cannot resolve the matter please email us at info@plmfitness.com.
- 14.3 If we have to contact you, we will do so by telephone, email, or by post to the contact details you provided to us on the New Member Form, or such other details as we may have on file for you from time to time. You must keep us up to date with any changes to your address or other contact details by filling in an administration form at the Club.

15. PROOF

- 15.1 We may need you to provide satisfactory proof of:
- Your eligibility for any type of membership, either before your membership starts or at any time during your membership;
 - Your entitlement to cancel or freeze your membership;
 - Any email you sent to confirm cancellation, or the date you posted your cancellation notice (or both).
- 15.2 If you cannot provide satisfactory proof, for example you cannot show the date of postage, we will not be able to cancel your membership and your membership may continue.
- 15.3 If you cannot provide satisfactory proof of eligibility for a particular discounted membership, we will automatically upgrade you to the full rate and inform you in writing in line with the direct debit guarantee.
- 15.4 [We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.]

16. OTHER IMPORTANT TERMS

- 16.1 We may transfer our rights and obligations under this Agreement to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Agreement.

- 16.2 You may only transfer your rights or your obligations under this Agreement to another person if we agree in writing.
- 16.3 This Agreement is between you and us. Unless otherwise set out in this Agreement, no other person shall have any rights to enforce any of its terms.
- 16.4 Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.6 This Agreement is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 16.7 When we use the words "**writing**" or "**written**" in this Agreement, this will include e-mail unless we say otherwise.

For your own benefit and protection you should read the New Member Form and this Agreement carefully before signing. If you do not understand any point please ask for further information.

HEALTH COMMITMENT STATEMENT

Your health is your responsibility. The management and staff of PLM Health & Fitness Ltd are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our Commitment To You

We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.

We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your Commitment To Us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices and follow them.
3. Exercise carries its own risks. You should not carry out any activities which you have been told you are not suitable for. You should let us know immediately if you feel ill when using our equipment or facilities.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.