



TERMS AND CONDITIONS

Information About Us

1. www.nrggym.com is a site operated by NRG GYM LIMITED (“We”); we are a Limited Company registered in England and Wales under registration number 07733307.

Terms For Joining

1. You can complete the sign-up process either online (at www.nrggym.com) or at a Branch. Please make sure that the details that you provide to us about yourself are complete and accurate.
2. You must choose whether to become either a 12-Month Member, a Monthly Member or an annual Member at sign up. You will agree to pay the Joining Fee (if applicable) and any Promotional Code must be applied at this point. It is at the point where you pay your first month fee (and Joining Fee if applicable) that a contract is formed between you and us (“Contract”).
3. You must confirm that you are at least 16 years old (unless on a youth membership), and you have read, and will abide by, the Health Declaration. We reserve the right to amend the Rules at any time.
4. You must provide a recent head shot style photograph of yourself
5. Upon completion of your sign-up process, you will receive a confirmation email from us, containing information about how to access the gym and your Membership starts immediately.
6. You must ensure that all the details provided when you sign up and on your Health Declaration are true and correct. We reserve the right to refuse and/or cancel your Membership sign up application if we reasonably believe that the information you have provided is incorrect and/or false.

Day Passes

1. Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
2. Free passes have no resale value and cannot be exchanged for cash or any other product or service.
3. Passes must be used on consecutive days
4. Free passes should be booked to start before the advertised expiry date. Any passes set for redemption after this date may be cancelled without warning.

5. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
6. You will be entitled to all the rights and privileges exercisable for the type of Membership chosen.
7. You cannot transfer this daily membership to anyone else nor transfer to another date.

Blue Light and 999 Membership

1. If you work for a 999 service or work for the NHS
2. Must provide proof of your employment.
3. Must sign up on site

Special Promotions

1. We will offer special promotions to current members at selected gyms from time to time including “Refer-a-Friend” and “Free Friends Friday”
2. We reserve the right to withdraw special promotions from some or all of our gyms at any time without notice.
3. To qualify for a special promotion a member must have started their second month of membership and have no debt on their account
4. Refer-a-Friend promotion: Referring member will receive 1 month’s free membership and the referred member will not have to pay a joining fee
5. For the referring member to qualify for a free month of membership the referred member must have started their second month of membership and have no debt on their account

Accessing the Gym

1. To access the gym you must use the QR scanning function on the NRG app that must be downloaded to your own mobile device with location services enabled.
2. If the gym manager is satisfied that you are not able to use the NRG app then the gym manager will issue you a Pin Access code at their absolute discretion
3. If you are issued with a Pin Access code this is issued solely for your use, and you must not let any other Member or non-member use your Pin Access code to access the site.
4. You are responsible for keeping your Pin Access code secure and confidential at all times.
5. In the interests of the safety and security of all our Members, use of Pin Access Codes and QR code scanning are monitored and individuals may be asked to provide proof of identification.
6. If we have reasonable grounds for believing that you knowingly provided your Access Code or own mobile device to another individual or individuals or allowed unauthorised entry following your entry to the gym (e.g. Pin or device sharing), we may hold you responsible for the conduct of such individual(s) while at such site and hold you liable for any loss we suffer as a consequence of that conduct.

Payment

1. If you are a 12-Month Member, you agree to pay the Joining Fee (if applicable), along with the first Monthly Fee upfront and commit to Direct Debits or Recurring Card Payments for further Monthly Fees for 12 months.

2. If you are a Monthly Member, you agree to pay the Joining Fee (if applicable) along with the first Monthly Fee upfront and a rolling payment of the Monthly Fee with no ongoing contract.
3. You must inform us of a Promotional Code on sign up. You agree to pay the Promotional Code rate applicable to your Joining Fee and/or Monthly Fee for the period of that Promotional Code. After that period has ended, we can then debit the normal Monthly Fee in respect of following months until your Membership is ended.
4. We will continue to debit all Monthly Fees even if you do not attend the site and/or if there are circumstances which affect access to and use of the site. Other than during an emergency, where there are occasions when we must close all, or certain parts, of the site, we will provide reasonable notice in advance and will use reasonable endeavours to ensure that such closures are during quiet periods.
5. If any payment due from you is not received or a Direct Debit is not honoured for any reason, you must pay us an administration fee of £25.
6. We may change the Monthly Fee for Monthly Members at any time by providing you with a minimum of 2 weeks' notice. You can cancel your Membership within this 2-week period, but if you do not, we will automatically apply the updated Monthly Fee. We will not change the Monthly Fee for 12-Month Members during their Fixed 12-Member Period but do reserve the right to amend a Fixed Members Monthly Fee after that period ends.
7. If your initial Monthly Fee was part of any offer or Promotional Code, your Monthly Fee will be charged at the agreed promotional period and will then automatically change to the regular Monthly Fee at the end of the promotional/offer period.
8. If you fail to pay any amount due under this Contract for a period of more than 30 days, then we may pass this debt to a third-party collection agency for collection. All reasonable costs incurred in the collection of this debt (including tracing you) by the collection agency shall be borne by you.
9. We reserve the right to end any promotion and/or Promotional Code without warning at any time.
10. From time to time, we may need to increase the price of a Membership. We will give you at least 2 weeks' 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:
 - a. If you are a Monthly Member, 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.
 - b. If you are a 12-Month Member, you may terminate your Membership within 30 days of being given such notification of a price increase.

Membership Freeze

1. You can freeze your Membership at any time, for any reason, for a minimum of 1 month, providing you give 30 days' notice by email. You can freeze the Membership for up to 3 months (the "Freeze Period"). You may only request 1 Freeze Period in any 12 months' period. If you are a 12-Month Member, your contract duration will pause and then recommence after the freeze.
2. During the freeze period you will be charged a reduced membership fee of £2.99 per month

Cancellation Period

1. If you sign up to a Membership online or at one of our sites, you have the right to cancel this Contract within 14 days of completing your sign-up process without giving any reason as a "Cooling Off Period". To do so you must inform us by email to the management team of the gym (nrggym.com/contact/). You must send your cancellation request before the Cooling Off Period expires.
2. If you cancel within the Cooling Off Period without accessing the gym, then we will refund you the Joining Fee (if applicable) and any other Membership Fees you may have paid and your access to the gym will end.
3. If you cancel within the Cooling Off Period and have entered the gym then you will be charged for one month of membership. and your access to the gym will end.
4. Outside of the Cooling off period you must complete the minimum term of your membership "Commitment period" before a cancellation request can be processed
5. After completion of the commitment period, you must give a minimum of 30 days' notice of cancellation
6. For monthly members this means your initial minimum membership term will be 60 days (30 days commitment period plus 30 days' notice period)

Contract Termination By You

1. Once the relevant Commitment Period has expired you may only terminate this Contract in the following ways:
 - a. If you are a Monthly Member you can cancel your membership by emailing us (nrggym.com/contact/) and we will do the work for you, including cancelling your direct debit or recurring card payment if it hasn't already been requested from your bank.
 - b. 12-Month Members have agreed to sign up for the 12-Month Commitment Period and therefore can only terminate this Contract within the 12-Month Period in the following extenuating circumstances.
 - i. Relocation: in the event that your new permanent address is more than 15 miles away from your site; or
 - ii. Long term (over 3 month) illness or injury: in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer; or
 - iii. Redundancy: in the event of redundancy from your employer or other loss of livelihood;
 - iv. Pregnancy: if you become pregnant;
 - v. Within 30 days of giving you a notification of a price increase pursuant to 'Payment, point 10'.

Contract Termination By Us

1. We may terminate this Contract with immediate effect for any reason, including if you:
 - a. Are in breach of any part of the Rules;
 - b. We reasonably believe that the circumstances in your Health Declaration have changed or are incorrect and you have not updated us;

- c. If the staff at your site reasonably believe your behaviour (such as complaints from other Members) is not of the standard expected of a Member; and/or
 - d. We reasonably believe that you have willingly allowed any other person to use your Pin Access Code or mobile device to access the site.
2. Further and in the alternative, we reserve the right (at our reasonable discretion) to suspend and/or discuss your Membership if you breach the Rules

Terms of website use

1. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Reliance on information posted & disclaimer

1. The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.
2. We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

Accessing our site

1. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

Intellectual property rights

1. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
4. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
5. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
6. If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our site changes regularly

1. We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

1. The material displayed on our site is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
 - a. All conditions, warranties and other terms which might otherwise be implied by statute, common law, or the law of equity.
 - b. Any liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - i. loss of income or revenue;
 - ii. loss of business;
 - iii. loss of profits or contracts;
 - iv. loss of anticipated savings;
 - v. loss of data;
 - vi. loss of goodwill;
 - vii. wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Information about you and your visits to our site

1. We process information about you in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Viruses, hacking, and other offences

1. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
2. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary

material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Links from our site

1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

Jurisdiction and applicable law

1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.
2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Trade marks

1. The 'NRG' logo is a UK registered trademark of NRG GYM LIMITED.

Variations

1. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Thank you for visiting our site.