

# Terms and Conditions

Updated December 2025

## Information About Us

These terms and conditions apply to the use of this Website ([www.nrggym.com](http://www.nrggym.com)), the App and our services. By accessing this Website, the App, our gyms, you agree to be bound by the Terms set out below.

## Definitions

Terms – means these terms and conditions together with the Special Terms.

Special Terms – means the special terms and conditions applicable to Plus Members and Premium Members.

Plus Members – means members subscribed to the Plus membership tier, as described on our Website from time to time.

Premium Members – means members subscribed to the Premium membership tier, as described on our Website from time to time.

Promotion – means any offer or incentive made available by us relating to one or more of our gyms from time to time.

Promotional Code – means a time-limited and non-transferrable code issued by us which applies a Promotion when used at sign-up or at renewals, where specified.

App – means the mobile application offered by us as an all-in-one solution to manage your account, book classes, gain entry to the club, as well as other features such as monitoring your workouts, tracking progress, and monitoring your fitness goals with insights and motivation.

We/us – means 1) NRG Gym Limited, registered office Wellesley House, Duke of Wellington Avenue, London, England, SE18 6SS, registered in England and Wales under registration number 07733307, together with our subsidiaries 2) Pumpgym Limited, registered office Wellesley House, Duke of Wellington Avenue, London, England, SE18 6SS, registered in England and Wales under registration number 07472331, from time to time.

You/your – means user of this Website, the App and/or a member for our services.

## Terms For Joining

1. You can complete the sign-up process either online (at [www.nrggym.com](http://www.nrggym.com)) or at a gym. 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 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. A legally binding contract is formed between you and us when you pay your first Membership fee (and any Joining Fee if applicable) ("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 Medical Health and Fitness Declaration. We reserve the right to amend the Terms from time to time (including but not limited to health and safety,

legal, or operational reasons). Where any changes are materially disadvantageous to you, we will give reasonable advance notice and you may cancel your Membership without penalty.

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 will start immediately.

You must ensure that all the details provided when you sign up and on your Medical Health and Fitness 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.

### Membership Packages

NRG Membership packages at a glance.

The table below is a summary only. Full details of each Membership type are set out in the clauses below.

Membership type	Commitment	How you pay	Access to gyms	Key benefits	Cancellation & flexibility
<b>Day Pass</b>	No ongoing commitment	One-off payment	Single gym	<ul style="list-style-type: none"> <li>• Full gym access for the day purchased</li> <li>• Ideal for casual or short-term use</li> </ul>	<ul style="list-style-type: none"> <li>• Non-transferable</li> <li>• No refunds or cash value</li> <li>• Must be used before expiry</li> </ul>
<b>Monthly Member</b>	Rolling membership	Monthly	Home gym only	<ul style="list-style-type: none"> <li>• No long-term contract</li> <li>• Flexible option</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum term effectively 60 days</li> <li>• 30 days' notice required after commitment period</li> </ul>
<b>Annual Member (upfront payment)</b>	12-month commitment	Paid in full upfront	Home gym only	<ul style="list-style-type: none"> <li>• One upfront payment</li> <li>• No monthly billing</li> </ul>	<ul style="list-style-type: none"> <li>• Generally non-refundable after cooling-off period</li> <li>• Fixed for the full year</li> </ul>
<b>Plus Member</b>	Depends on base membership	Monthly or upfront (depending on plan)	All NRG gyms (some access restrictions may apply)	<ul style="list-style-type: none"> <li>• Multi-gym access across the UK</li> <li>• Book classes up to 14 days in advance</li> </ul>	<ul style="list-style-type: none"> <li>• Subject to underlying membership cancellation terms</li> </ul>
<b>Premium Member</b>	Rolling membership	Monthly or upfront	All NRG gyms (some access	<ul style="list-style-type: none"> <li>• Multi-gym access</li> </ul>	<ul style="list-style-type: none"> <li>• Health Hero is a third-party benefit and may</li> </ul>

		(depending on plan)	restrictions may apply)	• Free Health Hero access for you and your dependants	be withdrawn on notice
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### **Day Passes**

1. Your membership will be activated on the date of purchase, running until 23:59 on the date of purchase.
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. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
5. You will be entitled to all the rights and privileges exercisable for the type of Membership chosen.
6. You cannot transfer this daily membership to anyone else nor transfer to another date.

### **Student, Blue Light and 999 Membership**

If you are a Student, work for a 999 service or work for the NHS:

1. Sign up must be made at the applicable gym at reception.
2. Proof of employment must be provided, including for any and all subsequent renewals.

### **Special Terms for Plus and Premium**

1. As a Plus member, you have access to all other NRG sites across the UK. If you are a member of Bedford, Colchester, Hatfield, Northampton, Norwich gym, you will be required to contact the reception to gain access to the other gyms, and access will only be possible during staffed hours. If you are not a member of the Bedford, Colchester, Hatfield, Northampton, Norwich gyms, you will be required to contact the reception to gain access into these gyms, and access will only be possible during staffed hours.
2. As a Premium member, you can book classes 14 days ahead. These can be booked via your NRG app.
3. As a Premium member, you have access to all other NRG sites across the UK.
4. As a Premium member, you and your dependants will have free access to Health Hero. You will sign up to the service directly with Health Hero. Eligible members will receive an email confirmation when access to Health Hero becomes available with instructions on how to access the services. Health Hero operates as an independent third party, NRG Gym acts solely as an introducer between members and Health Hero. NRG accepts no liability for any services offered by Health Hero. NRG reserves the right to remove Health Hero at any time, and where practicable on 14 days' notice; if NRG removes Health Hero, you will be able to terminate your Premium membership without penalty for operational or commercial reasons, and will provide reasonable notice where practicable. Access to Health Hero is via a portal which can be found online.

## Special Promotions

1. We will offer special promotions to current members at selected gyms from time to time including “Refer-a-Friend”
2. We reserve the right to withdraw special promotions prospectively from some or all of our gyms. This will not affect promotions already applied or earned.
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
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 App that must be downloaded to your own mobile device with location services enabled. If you have accessibility needs and cannot use our turnstiles, the gym manager may issue a Pin Access code at their discretion, acting reasonably and proportionately.
2. If you are unable to use the App for another reason, you agree to only access the gym during staffed hours where you can be manually signed in upon arrival)
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):
  - a. we reserve the right to either cancel your Contract with immediate effect, or to charge you an administration fee of up to £30.00 for a first offence, rising to £50.00 for a second offence, reflecting our reasonable administrative costs
  - b. 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.
7. 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.
8. We require all members to comply with our policies to support the safety of all our members and staff. You must comply with our policies, and safety measures set out at <https://nrggym.com/train-with-confidence/>, as updated and amended.
9. You confirm that you have an adequate level of fitness and sufficient knowledge to train safely in an NRG Gym, including use of the gym equipment (and free weights). Where you do not have sufficient knowledge, you will take an induction course from a member of the NRG staff before using the gym or relevant equipment.

## Payment

1. 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, but the relevant notice period required as laid out in the Cancellation Period Section of this document.

2. 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.
3. We will continue to debit all Monthly Fees even if you do not attend the gym or use the services, except where access is unavailable for a prolonged period, without affecting your statutory rights. Other than during an emergency, where there are occasions when we must close all, or certain parts, of the gym, we will provide reasonable notice in advance and will use reasonable endeavours to ensure that such closures are during quiet periods.
4. If any payment due from you is not received or a Direct Debit is not honoured for any reason, you may be liable to pay an administration fee of up to £25.00
5. We may change the Monthly Fee for Monthly Members from time to time to reflect increased operating, regulatory or other business costs. We will give you at least 14 calendar days' notice after which the new Monthly Fee will apply. You may cancel your Membership before the changes take effect without penalty. 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.
6. If you fail to pay any amount due under this Contract for a period of more than 30 days, then we may cancel your Contract and 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.
7. We reserve the right to end any promotion and/or Promotional Code without warning at any time on a prospective basis, which will not affect discounts already applied during a confirmed promotional period.

### **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.
2. You may freeze your membership for up to three consecutive months.
3. During this freeze period you will be charged a reduced membership fee of £2.99 per month. For freeze periods exceeding three months, a fee of £4.99 per month will apply.
4. If you are a Premium member, a fee of £4.99 per month will apply for freeze periods, but you will still have access to Health Hero and other benefits.
5. Cancellation notice period and freeze periods cannot run concurrently.

### **Cancellation Period**

1. If you sign up to a Membership, 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/](http://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 a day pass rate for each day you have used the gym up to the point of cancellation, capped at one month's membership fees. Your access to the gym will end at the point of cancellation.
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. Any payment due within the 30 days' notice period will be due in full and not a pro rata amount.
6. For monthly members this means your initial minimum membership term will be 60 days (comprising a 30-day commitment period and a 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 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. (Cancelling your direct debit at the bank will not close your account, the account will remain live and may incur debt if a new payment method is not added).
  - b. Members paying via Harlands must cancel their Direct Debit directly with their bank under the reference HARLANDS, giving at least 5 working days' notice. Once cancelled, Harlands will process the cancellation automatically.
  - c. Cancellation notice cannot be placed whilst an account is in a freeze period. If a cancellation is requested during a frozen period, the final payment will be due on the next regular payment date following the end of the freeze period.

#### **Contract Termination By Us**

1. We may terminate this Contract with immediate effect for a valid reason, including if you:
  - a. Are in breach of any part of the Terms;
  - b. If a membership fee is unpaid for 30 days (or more)
  - c. We reasonably believe that the circumstances in your Medical Health and Fitness Declaration have changed or are incorrect and you have not updated us;
  - d. 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
  - e. We reasonably believe that you have willingly allowed any other person to use your Pin Access Code or mobile device to access the site.
  - f. Further and in the alternative, we reserve the right (at our reasonable discretion) to suspend and/or terminate your Membership if you breach these Terms.
2. 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.

#### **Intellectual property rights**

1. You must not use, reproduce, copy, modify, distribute, publish, transmit, commercially exploit or otherwise deal with any of our trade marks, logos, branding, copyrighted materials,

software, content or other intellectual property rights (**IPR**) except as expressly permitted under these Terms or with our prior written consent.

2. We are the owner or the licensee of all IPR in our Website and our App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
3. You must not use our IPR in any manner that is misleading, defamatory, brings us into disrepute, or suggests any form of endorsement or association without our prior written approval.
4. You may print off one copy, and may download extracts, of any page(s) from our Website and/or App for your personal reference.
5. 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.
6. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
7. You must not use any part of the materials on our Website or App for commercial purposes without obtaining a licence to do so from us or our licensors.
8. Any unauthorised use of our IPR may result in suspension or termination of your membership and may give rise to legal action. You must, at our option, return or destroy any copies of the materials you have made.

#### **Our site changes regularly**

We reserve the right to update our Website 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. Nothing in these Terms excludes or limits liability for death or personal injury caused by our negligence, fraud, or any other liability which cannot be excluded under English law.
2. 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
    - viii. 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.

### **Privacy Policy**

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 upload, post, transmit, share, permit to be shared, or otherwise make available through the Website, the App, or any of our systems or facilities any content that:
  - a. Is unlawful, fraudulent or misleading under English law;
  - b. Is offensive, abusive, obscene, indecent, hateful, discriminatory or defamatory;
  - c. Infringes the intellectual property rights or privacy rights of any third party; or
  - d. Is otherwise harmful or likely to cause distress or reputational damage.
2. You are responsible for ensuring that any content you upload or permit to be uploaded complies with these Terms and applicable law. We reserve the right to remove any such content and to suspend or terminate your membership without notice where we reasonably consider a breach has occurred.
3. 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.
4. NRG Gym may use secure automated systems, including AI tools, to assist with member communications and account management in accordance with our data protection practices and applicable privacy laws and you consent to these systems being used to read and respond to any communications with NRG Gym
5. 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.
6. 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 exclusive jurisdiction over any claim arising from, or related to these Terms.

2. These Terms 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.

#### **Reliance on information posted & disclaimer**

1. The materials contained on our Website and our App 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 our Website, App, or any of our gyms, and to the fullest extent permitted by English law. To the extent permitted under applicable law, we exclude all liability for loss or damages direct or indirect arising from use of our Website, App, or any of our gyms.

#### **Trademarks**

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

#### **Variations**

1. We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. We will notify you of material changes, including where the change adversely effects your membership, by e-mail (if we have your e-mail address) or via the App. Changes will not apply retrospectively. If you do not agree to the change, you may stop using our Website, the App or cancel your membership in accordance with the above.