



Terms of your Contract

These terms and conditions set out the agreement between Morecore Ltd ("we", "us", "our"), trading as Morecore Jacks Gym, and You ("you", "your", "yourself", "member") for the membership and/or use of our facilities.

By continuing with this membership application, and whenever you use our facilities, you confirm that you understand and accept all of the terms and conditions outlined below. By agreeing to these terms, you acknowledge and agree that in entering into this agreement you are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these terms.

1. MEMBERSHIP

1.1 Your membership will begin on the day you join for a minimum contract period of 1 month, and is subject to the cancellation terms set out in Section 4 below.

1.2 Your membership is personal to you and will be validated on first entry with your photograph recorded on our systems for identification purposes.

1.3 Proof of concessionary or age related memberships must be provided upon request. The registration of Junior/Teen members must be completed by a parent or guardian, and it is deemed you understand the implications of these terms and conditions and, by signing this agreement, agrees to be responsible for the members behaviour and actions at all times.

1.4 Your membership is non-transferable and cannot be transferred to another person.

2. FEES AND PAYMENTS

2.1 You must pay a monthly pre-paid membership fee which is non-refundable (with the exception of the circumstances set out in clause 2.7)

2.2 Monthly fees are payable in full and shall remain payable irrespective of your use of the facility until such time that you cancel your membership as set out in Section 4 below.

2.3 Monthly prepaid memberships (and monthly Direct Debit memberships) are a full and binding contract, and will automatically continue until you notify us otherwise in writing as set out in Section 4 below.

2.4 Junior members turning 15 years old, and Teen members turning 18 years old, will automatically be transferred to the Teen (for Juniors) or Adult (for Teens) membership with the associated increase in membership fees. Junior members must be accompanied by a parent/guardian at all times on the gym premises.

2.5 Failure to make any due payment will initially result in the membership being suspended and admission to all relevant facilities will be denied until all outstanding payments have been made. We retain the right to recover all outstanding balances up until the point a formal cancellation is received as outlined in 4.2.

2.6 All Membership prices are reviewed from time-to-time and at least once per calendar year. If your membership fees are due to be changed, we will notify you at least 7 days before the change takes place.

2.7 We operate a cooling off period on all memberships purchased online. This means that if you have not used your membership and you change your mind, you can notify us of your decision to cancel within 14 days of applying and your joining fees will be refunded. You will waive your right to a cooling off period if you utilise the facilities / membership benefits during this cooling off period.

3. GENERAL CONDITIONS OF USE

3.1 Use of our facilities and participation in activities is subject to your adherence to the facility and activity rules. In all cases, our interpretation of the rules and these terms will take precedence and the decision of our staff is final.

3.2 By signing up to this membership you confirm that you wish to embark on a programme of physical activity and confirm that you do not have any medical conditions which may prevent or adversely affect your participation in exercise. You are deemed to understand that you have personal responsibility for your own health, and that you will not exercise beyond your ability.

3.3 If your health status changes you confirm that you will seek advice from your doctor, or other relevant health professional, before partaking in any further physical activity.

3.4 You must use the equipment and facilities in the correct manner. You must not use the equipment or facilities in any manner which constitutes a health and safety risk either to yourself or to others. We are not responsible for any personal injury or loss you suffer as a consequence of misuse of any equipment, or of any health condition that you may have.

3.5 You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs.

3.6 As a member you may make activity bookings via the Club Link App 10 days in advance. If you are unable to attend a pre-booked activity you confirm that you will cancel this using the App at least 24 hours in advance, or directly with us at least one hour before the start time of the activity.

3.7 Continued failure to cancel a pre-booked activity that you do not attend will be noted on your membership record and this may result in the blocking of further advanced bookings for peak times / activities.

3.8 Availability of the activity programme will vary from day-to-day and you are deemed to understand that this may restrict your use from time-to-time, and that no financial adjustment will be made to your fees.

3.9 We may need to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair or instructor availability and you are deemed to understand that no financial adjustment will be made to your fees.

3.10 We may change the gyms opening times to offer a reduced service during public holiday periods. Facilities may also close or be withdrawn for occasional special events. Notices will be displayed in the gym in advance notifying customers of any changes. No financial adjustment will be made to your fees in these circumstances.

3.11 We will use our best endeavours to give you as much notice of any changes as is reasonably possible. Your membership will provide you with access to more than one activity which will generally enable you to select an alternative should your regular activity become unavailable to you at any time for any reason.

3.12 Lockers are for the use of members using the facility only, and locker keys must not be taken off the premises. We have the right to gain access to any locker at any time if this is deemed necessary by the Manager.

3.13 We shall not be liable for any damage to, loss, or theft of personal property or vehicles while on our premises or within our car park.

4. CANCELLATION

4.1 If you do not cancel your contracted monthly membership as detailed in clause 1.1 it will automatically transfer to a monthly prepaid membership until you cancel by giving us one month's notice in writing.

4.2 Notice to cancel your membership will only be accepted by email to info@morecoregym.com. Queries on cancelled memberships can only be dealt with when this email has been received, and there will be no exceptions to this irrespective of your use of the facilities.

5. ANNUAL MEMBERSHIP SUSPENSION

5.1 In exceptional circumstances, annual memberships can be suspended for a maximum of 3 months if you are temporarily unable to participate in exercise for medical reasons. We may require reasonable evidence to support your request and we will activate the suspension from the date we receive that evidence. At the expiry of the maximum 3 month suspension the Membership will automatically be reinstated.

6. DATA PROTECTION

6.1 We process the personal data collected in your membership application in order to i) provide membership services to you, ii) for the management and administration of your membership, and iii) a purpose in connection with the marketing or sale of our services. We process the information in i) and ii) on the legal basis of it being necessary for your membership contract and in iii) on the basis of legitimate interest.

7. CONTRACT CHANGES

7.1 These terms and conditions may be reviewed and/or altered at any time. We will use reasonable endeavours to inform you of material or significant changes to the terms as far in advance as possible.

7.2 Any dispute or claim arising out of these terms and condition 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.

7.3 If any court of law finds that any provision contained in these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

7.4 A person who is not a party to these terms and conditions shall not have any rights under or in connection with them