



Health is Wealth Fitness Studio – Annual Membership Terms and Conditions

By purchasing this membership, you are entering into a 12-month membership agreement. Payment is collected monthly for convenience; this is not a month to month membership. Stopping or cancelling your payment method does not, by itself, cancel your contractual obligations.

If you want to have flexibility you need to choose the Month by Month Membership at £32 per month.

1. Eligibility and Consent

- a. If you are under the legal age of consent or require the assistance of a care provider, your form must also be signed by a parent, guardian, or care provider.
- b. By signing this form, you confirm that you have read and fully understood the contents of the accompanying questionnaire.

2. Physical Activity Clearance

- a. The physical activity clearance provided is valid for a maximum period of 12 months from the date of completion.
- b. The clearance becomes invalid if your physical condition changes within that time.
- c. A copy of this form will be securely retained by Dale Wilson, Manager of Health is Wealth Fitness Studio, located at Aspatria Rugby Club. All information will be kept confidential.

3. Membership Commitment

- a. By signing the online form in the application, you agree to enter into a **binding 12-month contract** with Health is Wealth Fitness Studio at Aspatria Rugby Club, unless you have opted for a monthly membership (see Clause 4).
- b. You are required to make regular monthly payments throughout the duration of this contract.
- c. Failure to maintain monthly payments will result in cancellation of your membership within **seven (7) days** of the missed payment.

4. Cancellation and Payment Obligations

a. Statutory Cooling-Off Period

As all memberships are purchased online, members have the right to cancel their membership within **14 days** of the contract start date in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.



- To exercise this right, written notice must be provided within the **14-day period**.
- If the member has accessed the gym or used facilities during this period, Health is Wealth Fitness Studio reserves the right to charge a pro-rata amount for services used prior to cancellation.
- After the 14 day cooling-off period has expired, the membership becomes **fully binding** and cancellation is no longer permitted except as outlined in these terms.

b. Annual Membership Commitment

Annual memberships are a **12-month minimum term contract**. Early cancellation is not permitted outside the statutory cooling-off period except where explicitly stated in these terms.

If your membership is cancelled due to non-payment, you will remain liable for the **full 12-month contract amount**, unless you are on a month-by-month membership.

c. Month-by-Month Memberships

Month-by-month memberships are available at a rate of **£32 per month**, with no long-term commitment. Cancellation is available at any time with no additional financial obligation beyond the current billing month.

d. Recovery of Outstanding Fees

In the event that any fees remain unpaid at the conclusion of the contractual term, Health is Wealth Fitness Studio reserves the right to pursue recovery of all outstanding balances through appropriate legal means, including but not limited to debt collection services or legal action.

The member shall be responsible for any additional costs incurred during the recovery process, including reasonable administrative fees, collection agency charges, and legal expenses.

5. Confidentiality

All personal and medical information provided in this form will be treated as strictly confidential and used solely for the purposes of assessing physical activity readiness and maintaining accurate membership records.