

OFFICE GYM CLUB CORNWALL

MEMBERSHIP AGREEMENT & TERMS OF USE

MintFit Leisure Limited (trading as Office Gym Club Cornwall) Effective Date: 1 July 2026

1. Introduction

This Membership Agreement (“the Agreement”) sets out the terms under which MintFit Leisure Limited, trading as **Office Gym Club Cornwall** (“the Gym”), provides membership access and related services to you (“the Member”). By purchasing, renewing, or accessing the Gym, you agree to be bound by this Agreement, the Gym’s **Waiver & Release of Liability**, and all published rules and policies. This Agreement complies with **UK consumer protection law**, including the Consumer Rights Act 2015, the Consumer Contracts Regulations 2013, and CMA fairness guidance.

2. Eligibility & Membership Activation

- Membership is available to individuals aged **18 or over**.
- Membership begins once payment is successfully processed.
- Access credentials (key fobs, codes, or digital access) are personal and must not be shared.
- All members must check in upon entry for safety and insurance compliance.

3. Membership Types & Pricing (New Members from July 2026 see Annex A)

4. Existing Members (Pre-July 2026)

- Existing members retain their **current pricing** and **legacy terms**.
- Existing members **must contact the Gym directly** to cancel.
- Legacy freeze rules and renewal cycles remain unchanged.
- Existing members may switch to new plans voluntarily but cannot revert to legacy pricing once changed.

5. Payment Terms

- All new memberships are billed via **Stripe**.
- Payments are taken in **advance**.
- Failed payments will result in temporary suspension until resolved.
- Repeated failed payments may result in termination.
- Administrative fees may apply for late or failed payments (fair and proportionate under UK law).

Where a member has paid for a monthly or fixed-term membership, the contract operates on a rolling basis and all fees paid are non-refundable except where required by UK law. Failure to provide the required cancellation notice **does not entitle the member to a refund**. All memberships, whether monthly or fixed-term, remain non-refundable except where required by UK law.

6. Cancellation Policy

6.1 New Members (Post-July 2026)

- Cancel directly through Stripe – link found on the MyMembership section on our website www.officegymclub.com
- Minimum 10 days’ notice before the next billing date.
- Responsibility for cancellation rests with the Member.

6.2 Existing Members (Pre-July 2026)

- Must cancel by contacting the Gym directly in writing.
- Notice periods follow legacy terms ie 10 days written notice.

6.3 Prepaid Memberships

- Non-refundable.
- Cannot be paused or extended unless authorised.

7. Freeze Policy

- Monthly members may freeze up to **two times per year**, totalling **three months** maximum.
- The mechanism supports difficult circumstances, with a minimum break of 1 month.
- Freezes pause access but do not replace cancellation notice requirements.
- Medical or exceptional freezes may be granted at management discretion.

8. Conduct & Safety Requirements

Members agree to:

- Use equipment responsibly and follow all safety instructions.
- Maintain hygiene standards and appropriate gym attire.
- Re-rack weights and limit cardio equipment use to **20 minutes** during peak times.
- Treat staff and other members respectfully.
- Avoid harassment, disruptive behaviour, or misuse of equipment.
- Not smoke or vape anywhere on the premises.
- Not bring animals except registered service animals.

The Gym operates with partial supervision; members train at their own risk.

9. Filming & Photography

- Filming for personal progress is permitted.
- Filming for commercial or promotional use requires written approval.
- Members must not film others without their consent.

10. Guests

- Guests must hold a valid guest pass.
- Members are responsible for their guest's conduct.
- Guest names must be registered before entry.
- No unauthorised Personal Training. PT's must obtain a licence from us first

11. Parking

- Parking is free only while using the Gym. You are not permitted to leave a vehicle at site.
- Unauthorised parking may incur a **£30 daily charge**.

12. CCTV & Security

- CCTV operates throughout the premises for safety, security, and incident management.
- Footage may be reviewed for legitimate operational or legal purposes.

13. Liability & Waiver

- Members acknowledge that physical exercise carries inherent risks.
- The Gym is not liable for injury, loss, or theft unless caused by negligence.
- Members agree to train within their own ability and follow all safety guidance.
- This waiver complies with UK consumer law and does not remove statutory rights.

14. Suspension & Termination

The Gym may suspend or terminate membership for:

- Non-payment
- Breach of rules
- Unsafe conduct or unreasonable use of any equipment
- Misuse of access credentials
- Abusive or disruptive behaviour or harassment towards us
- Mistreatment of facilities, parking/driveways

Circumventing, ignoring, or attempting to undermine the terms of this Agreement may result in suspension or termination of membership, in accordance with UK consumer protection and fair contract principles.

15. Changes to Terms

The Gym may update pricing or terms periodically. Members will receive reasonable notice of any material changes. Continued use of the Gym constitutes acceptance of updated terms.

16. Agreement

By joining or renewing, the Member confirms they have read, understood, and agree to this Membership Agreement, including the Waiver & Release of Liability.

Annex A

3.1 Standard Monthly Membership

- £53 per month.
- Minimum commitment: **two months**.
- Cancellation: **10 days' notice** after minimum term.
- Freeze allowance: **two freezes per calendar year**, maximum combined duration **three months**.
- Full self-service management via **Stripe** (cancel, switch, update details).

3.2 3-Month Discounted Membership

- £139 per quarter.
- Saves £20 compared to monthly billing.
- Auto-renews every three months unless cancelled.
- Switchable to any other plan at any time.
- Freeze options only with management approval.

3.3 Monthly Duo Membership

- £95 per month for two individuals.
- Same terms as Standard Monthly Membership.

3.4 Prepaid Memberships

- **6-Month Prepaid:** £279
- **12-Month Prepaid:** £539
- Do **not** auto-renew.
- Non-refundable except where required by law.

3.5 Short-Term Access

- **One-Month Pass:** £65 (no freezes, no contract).
- **Day Pass:** £14 (includes £10 discount code for new members joining on a plan over £5)