

# HAMILTON'S HONOUR LIMITED - TERMS AND CONDITIONS

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

## Summary of some of your key rights:

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract to use our services.

In this contract:

- **'We', 'us', 'our', or 'the Club'** means Hamilton's Honour Ltd.
- **'You' or 'your'** means the person buying services from us.
- **'Joining Date'** means the date your membership begins.

If you don't understand any of this contract and want to talk to us about it, please speak with us in store or contact us by:

- Email: [info@hamiltonshonour.co.uk](mailto:info@hamiltonshonour.co.uk) and we will try to contact you back the same working day, however delay may occur depending on how busy we are ;

## Do you need extra help?

If you would like a copy of the information that we hold on you or request for us to delete it you can, pursuant to the General Data Protection Regulation. If you wish to make such a request, then contact us at [info@hamiltonshonour.co.uk](mailto:info@hamiltonshonour.co.uk)

## Who are we?

We are Hamilton's Honour Limited a company registered in England and Wales under company number: 12201052

Our registered office is at: 103 South Knighton Road South Knighton, Leicester, Leicestershire, United Kingdom, LE2 3LT

## 1 Introduction

- 1.1 If you agree to enter into one of our membership options from us you agree to be legally bound by this contract.
- 1.2 When buying or using any of our services you also agree to be legally bound by:

- 1.2.1 our terms and conditions and any documents referred to in them, if you are a member of Hamilton's Honour Limited
- 1.2.2 extra terms which may add to, or replace some of, this contract. This may happen for security, legal, commercial or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and

all of the above documents form part of this contract as though set out in full here.

## **2 Information we give you**

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. We will do this in store or this can be found on our website, before you enter into one of our membership options provided by us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 15).

### **Information we will give you**

We will give you information on:

- a. the main characteristics of the membership you want to buy
- b. who we are, where we are based and how you can contact us
- c. the total price of the type of memberships available
- d. the arrangements for payment, carrying out of the services, and the time by which we will carry out the services
- e. our complaint handling policy
- f. our after-sales services
- g. our commercial guarantee
- h. how long the contract is for and how to end it

- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## **3 Your privacy and personal information**

- 3.1 Our **Privacy Policy** is attached and at [www.hamiltonshonour.co.uk](http://www.hamiltonshonour.co.uk)
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **4 Our contract with you**

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
- 4.2.1 Capacity at the club
  - 4.2.2 we cannot authorise your payment;
  - 4.2.3 the credit check performed does not meet the requirements
  - 4.2.4 we do not feel you are a suitable candidate for our club memberships
  - 4.2.5 money is still owed from previous memberships
- 4.3 We will only accept your order when we confirm this in store or we will email you to confirm this (**Confirmation Email**). At this point:
- 4.3.1 a legally binding contract will be in place between you and us; and
  - 4.3.2 you will then be entitled to enjoy Hamilton's Honour Ltd's Club facilities subject to the rights and restrictions that come with the membership you have agreed to.
- 4.4 If you are under the age of 16 you will not be eligible to obtain a membership at our club, but you may be entitled to enter our premises and use some of our equipment when you are accompanied by an adult. In this case proof from the adult being the child's parent or guardian is needed. Once this is obtained we will permit the child under the age of 16 to use the Club's facilities. The child under the age of 16 will not be allowed to use the Club's facilities unless it is apparent that the child's parent/guardian is present.
- 4.5 When applying for one of our memberships at the Club or online, you will have completed a health declaration. The information you have provided must be true and accurate and your continued use of the club's equipment and facilities is confirmation that the information you provided is still true and accurate and therefore agree that you are fit and healthy enough to use the equipment, use our facilities and take part in our classes and doing so will not be detrimental to your health or safety.

## **5 Duration of membership**

- 5.1 Your membership will start on your Joining Date. Subject to clause 10 the contract between us and you will last for 12 months ("**the Fixed Term**"). The membership will then continue after the Fixed Term unless it ends in accordance with clauses 10 below.

## **6 Joining fess and Membership Fees**

- 6.1 On your Joining Date you must pay for your membership fees by:
- (a) By paying in advance for the whole Fixed Term; or
  - (b) By paying your membership fees in monthly equal instalments in advance across the Fixed Term

- 6.2 Information about payment options can be discussed either at the club with one of the members of staff or details can be found online on our website.
- 6.3 At the end of your Fixed Term, unless your contract with us has ended in accordance with clauses 10, it shall be renewed for a further Fixed Term (“**Subsequent Fixed Term**”). The same process will be used for the Subsequent Fixed term as was used for the Fixed Term as per clauses 5 and 6.
- 6.4 You will have the option to end the contract at the end of the Fixed Term, subject to you providing us 30 days’ notice prior to date the Fixed Term ends, pursuant to clause 10. However, if you do not inform us that you want to end the contract and you are paying by direct debit we will assume that you want this to continue and we will collect payment from you.
- 6.5 If you have paid in advance for the entire Fixed Term on your Joining Date, we will provide you with one months’ notice prior the end date of the Fixed Term, so that you can decide whether to continue for the Subsequent Term. You will have the option to pay monthly through direct debit as per clause 6.1(b), subject to us accepting this method of payment. If you do not notify us that you wish to discontinue the contract or that you want to change the payment method for the Subsequent Fixed term, then we will assume that payment for the entire Subsequent Fixed Term is to be paid on the anniversary of the Joining Date.

## **7 Carrying out of the services**

- 7.1 We will carry out the services that we provide to our members within the working hours of the Club.
- 7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 7.2.1 Any circumstances that are out of our control, pursuant to clause 17.1; and
- 7.2.2 Renovation of the property including the interior and exterior
- 7.3 Our staff will act professionally and will show consideration towards you.
- 7.4 Our staff will not act harmfully, violently, offensively, inappropriately, or use foul language towards any of its members or other staff and or the general public.
- 7.5 If any staff member acts in a way as described in clause 7.4, this will constitute a breach of the terms and conditions and you will be entitled to terminate your contract pursuant to clause 10.3(c)

## **8 Charges and payment**

- 8.1 Prices of our memberships are shown on our website, or if you are joining at the Club, then a member of staff will advise you on the pricing of the two membership options and are disclosed in clause 8.4 below.
- 8.2 All payments by credit card or debit card need to be authorised by the relevant card issuer.

- 8.3 If we do not receive payment within 30 days of payment being due, we may charge interest on any balance outstanding at the rate of 4 percentage points a year above HSBC Bank plc's base rate. We will email you to let you know if we intend to do this.
- 8.4 The price of the services:
- 8.4.1 For the advanced payment of the entire Fixed Term of £650.00
- 8.4.2 For monthly equal instalments via direct debit of £59.00 per month.
- 8.4.3 includes VAT at the applicable rate;
- 8.5 if the rate of VAT changes whilst you are a member, we will adjust this accordingly, and will result in a change to your membership fees.
- 8.6 We may reserve the right to increase the membership fees at any time pursuant to clause 14.2, however we will provide you with at least 30 days' notice in writing. If you do not want to pay the additional fees then you may cancel the contract pursuant to clause 10.
- 8.7 If you are paying via monthly direct debit, and you miss a payment because your direct debit has been cancelled or failed, charges will be incurred for late payment to cover administration costs

## **9 Your Conduct at the Club**

- 9.1 You agree that you will comply with the clause 9.2 below whilst at the club or when on Club Premises. Any additional rules or terms that we have in place which are shown at the club will also need to be complied with, if not this can result in being forced to leave the club and the club's premises.
- 9.2 You agree that you will:
- (a) Dress in a manner appropriate for using the club and its facilities for the activities you are undertaking, and in particular avoid any clothing that may cause offence to staff or any member of the general public
  - (b) Show consideration for other members and staff
  - (c) Not to act in a derogatory, violent or offensive manner towards members and staff
- 9.3 As a member of our Club, you will be entitled to 4 guest passes to allocate to friends and family. We will do a basic credentials check upon entry to the Club, where the Guest will be required to provide photo ID and proof of address in order to use our Clubs facilities.
- 9.4 Any person who has been a guest of a member previously cannot use another free guest pass from that member in the same year.
- 9.5 Pursuant to clause 4.4, children under the age of 16 are permitted to use the club's facilities, however they must be accompanied by an adult member, being their Parent or Guardian. Children under the age of 16 must not use the free-weight area.

## 10 Your rights to end the contract

- 10.1 **Advanced payment of Fixed Term Contract on Joining Date:** you will be able to end the contract early if you have made the payment for the entire Fixed term on your Joining Date, however you will not be repaid for the months of the Fixed Term left.
- 10.2 **Monthly direct debit payment:** You will be entitled to end the contract, subject to providing us with 30 days written notice at any time, such notice will expire on the last day of the following month.
- 10.3 You may end the contract if:
- (a) We inform you that the terms are changing and this change is detrimental to you;
  - (b) Our membership fees have increased and it is not financially feasible for you to continue with these payments;
  - (c) We commit a serious breach of our terms and conditions;
  - (d) You move or are in the process of moving area and travelling to our club is no longer practical for you; and
  - (e) You obtain a serious or severe injury which prevents you from using our club facilities or taking part in the activities. In this instance we may, entirely at our discretion, freeze your account for a maximum of 3 months until you are ready to use our facilities once more, however if you wish to end the contract you can do so.
- 10.4 If you have entered into the contract either at the club or online you will have 14 days from the Joining Date where you have the right to cancel your contract ("**Cooling off Period**"), without giving a reason. If you would like to use this right then you will need to confirm this in writing to us. If you have complied with this said provision, then any payment made by you will be refunded in full.
- 10.5 If you do not have a good reason to end the contract as per clause 10.3, then your contract will end 30 days after you have notified us with your intention to end the contract. However please note there will be a termination fee of £25.00. Unless you tell us otherwise, this will be collected directly from your bank account for which you have provided us with details of as part of your membership application and by accepting these terms you allow us to do so. We will provide you with reasonable notice before taking this payment.

## 11 Our Rights to end the contract

- 11.1 we may end the contract and your membership immediately at any time by giving you notice in writing if:
- (a) you commit a serious breach of these terms and conditions
  - (b) you commit repeated breaches of these terms no matter how minor
  - (c) you fail to make payment that is due. We will provide you with 30 days to rectify late payment. However, if payment is not made within those 30 days, then we may end the contract.
  - (d) your membership has previously been revoked and this is under review and you have joined our club without our prior written consent.
  - (e) it is apparent that your membership at the Club is deemed a danger to the members, staff and or public.

- (f) the club closes or is unusable for the foreseeable future, we may end your contract with us, by providing you with 30 days' notice.

## **12 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **13 Limit on our responsibility to you**

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

13.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;

## **14 Our Right to make changes**

14.1 We reserve the right to make changes to the Club's facilities and equipment at our discretion from time to time for the following reasons:

- (a) Improve our service to you;
- (b) health and safety; and
- (c) old equipment no longer being to a satisfactory quality
- (d) any other reason

14.2 we reserve the right to revise our membership fees at our discretion from time to time. We will provide you with 30 days' notice written notice of this change, and if you do not want to pay the increased fees, then you may end the contract subject to clause 10.3 and 10.5. If you have paid the entire Fixed Term on the Joining Date, then we will honour that until the end of the Fixed term, and thereafter the increase will take effect.

## **15 Disputes**

15.1 We will try to resolve any disputes with you quickly and efficiently.

15.2 If you are unhappy with:

15.2.1 the services;

15.2.2 our service to you generally; or

15.2.3 any other matter,

please contact us as soon as possible.

15.3 If we cannot resolve a dispute using our internal complaint handling procedure, we will:

15.3.1 let you know that we cannot settle the dispute with you, and

15.3.2 give you certain information required by law about our alternative dispute resolution provider.

**16 Jurisdiction**

16.1 The laws of England and Wales will apply to this contract.

16.2 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

**17 General**

17.1 we are not responsible for circumstances outside of our control. This includes but is not limited to, Pandemics (including Covid-19), Government action and an act of war.

17.2 If there is a delay in enforcing this contract, we can still do so at a later date. If there is any breach of the terms and conditions by you, but we do not act on it immediately, we do reserve the right to, at a later date.

**18 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

Signed by	..... Signature of Individual
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