

ACTION BLACK UK MEMBERSHIP AGREEMENT

PART 1: ACTION FLEX MEMBERSHIP PLAN TERMS AND CONDITIONS

1. ACTION FLEX PLAN MEMBERSHIP PLAN FEATURES

- 1.1 The ACTION FLEX membership plan has the following features:
- (a) Minimum 30 day commitment.
 - (b) Registration fee payable up front.
 - (c) Monthly membership fee payable in full, in advance.
 - (d) Cancellation on 30 days' notice (no cancellation fee payable).
 - (e) No membership freeze available.
 - (f) Membership cannot be transferred.
 - (g) No guest passes.
 - (h) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a minimum period of 30 days from the Activation Date (the "**Minimum Term**"). After the Minimum Term, this Agreement continues indefinitely unless and until terminated in accordance with the provisions of this Agreement.

3. SERVICES PROVIDED UNDER ACTION FLEX MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to autonomous training facilities (known as the Garage).
 - (b) Access to semi-personalised group training sessions led by a coach.
 - (c) Access to fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not use the contracted services whilst the facility is operational and available, the Member remains liable to pay all fees due under this agreement.
- 3.4 The Member may access services at any global ACTION BLACK facility open to the public, up to a maximum of three (3) times per calendar year. Such access is subject to availability at each venue and compliance with the usage conditions in force at the relevant venue.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the "**Cooling-off Period**") without giving any reason. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period if the Member completes and signs the Membership Registration Form in person at the Premises.

4.3 Outside the Cooling-Off Period, the Member may terminate this Agreement as set out in the termination clause below.

5. FEES AND CHARGES

- 5.1 The Member agrees to pay the registration fee set out on the Membership Registration Form, upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the monthly membership fee set out in the Membership Registration Form for the Minimum Term, as well as any subsequent monthly membership fees until termination of the Agreement.
- 5.3 The monthly membership fees are payable in advance for the duration of the Agreement. The first instalment for the Minimum Term is payable upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of each instalment on the designated payment date.
- 5.5 ACTION BLACK reserves the right to introduce an annual administration fee, upon no less than 30 days' written notice to the Member.
- 5.6 All fees are subject to Value Added Tax (VAT) at the prevailing standard rate. The fee quoted to the Member at the point of registration is inclusive of VAT. Should the applicable VAT rate change by reason of a change in law, the VAT-inclusive fee will be adjusted accordingly and the Member will be notified in advance.
- 5.7 ACTION BLACK reserves the right to increase the monthly instalment payable after the Minimum Term. The Member will be given thirty (30) days' written notice before any fee adjustment takes effect.
- 5.8 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.9 Invoices will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.10 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded any fees paid to ACTION BLACK in full, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the registration fee and each monthly membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the registration fee and the membership fee for the Minimum Term are due and payable on signature (or online submission) of the Membership Registration Form. Subsequent monthly payments will be collected on the same date each month thereafter. If a payment date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.

- 6.4 If the Member wishes to change the card or bank account used for payment of membership fees, the Member must notify ACTION BLACK in writing at least 30 days before the next payment date and must be up to date with all payments.
- 6.5 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.6 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 The Member may terminate this Agreement at any time without incurring a cancellation fee, by providing at least 30 calendar days' written notice to ACTION BLACK at hello@actionblack.uk, provided the Member is up to date with all monthly payments and not in arrears.
- 7.2 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member is more than 3 calendar months in arrears on any payment.
 - (b) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (c) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (d) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (e) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).
 - (f) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.
- 7.3 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. MEMBERSHIP MAY NOT BE TRANSFERRED

- 8.1 Membership is personal to the Member and may not be assigned or transferred to any third party. The Member agrees not to allow any third party to use the Member's membership at any time.

PART 1: UNLIMITED BLACK MEMBERSHIP PLAN

1. UNLIMITED BLACK MEMBERSHIP PLAN FEATURES

1.1 The UNLIMITED BLACK membership plan has the following features:

- (a) Minimum 12 month commitment.
- (b) Registration fee payable up front.
- (c) First year's fees payable in 12 monthly instalments.
- (d) Automatic rollover after first 12 months.
- (e) Cancellation after first 12 months on 30 days' notice (no cancellation fee payable).
- (f) Cancellation during first 12 months incurs cancellation fee (equal to 50% of remaining 12 month commitment value).
- (g) Membership freeze available.
- (h) Membership can be transferred.
- (i) Guest passes available.
- (j) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

2.1 This Agreement commences on the Activation Date.

2.2 This Agreement continues for a minimum period of 12 months from the Activation Date (the "**Minimum Term**"). After the Minimum Term, this Agreement continues indefinitely unless and until terminated in accordance with the provisions of this Agreement.

3. SERVICES PROVIDED UNDER UNLIMITED BLACK MEMBERSHIP PLAN

3.1 ACTION BLACK shall make available to the Member the following services at the Premises:

- (a) Access to autonomous training facilities (known as the Garage).
- (b) Access to semi-personalised group training sessions led by a coach.
- (c) Access to fitness classes.

3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.

3.3 If the Member does not use the contracted services whilst the facility is operational and available, the Member remains liable to pay all fees due under this agreement unless the Member has terminated the Agreement in accordance with the terms herein (in which event cancellation fees may become payable in accordance with the terms of this Agreement).

3.4 The Member may access services at any global ACTION BLACK facility open to the public. Such access is subject to availability at each venue and compliance with the usage conditions in force at the relevant venue.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the "**Cooling-off Period**") without giving any reason. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.

- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period if the Member completes and signs the Membership Registration Form in person at the Premises.
- 4.3 Outside the Cooling-Off Period, the Member may terminate this Agreement as set out in the termination clause below.

5. FEES AND CHARGES

- 5.1 The Member agrees to pay the registration fee set out on the Membership Registration Form, upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the monthly membership fee set out on the Membership Registration Form.
- 5.3 The monthly fee is payable in advance for the duration of the Agreement. The first instalment is payable upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of each instalment on the designated payment date.
- 5.5 ACTION BLACK reserves the right to introduce an annual administration fee after the Minimum Term, upon no less than 30 days' written notice to the Member.
- 5.6 All fees are subject to Value Added Tax (VAT) at the prevailing standard rate. The fee quoted to the Member at the point of registration is inclusive of VAT. Should the applicable VAT rate change by reason of a change in law, the VAT-inclusive fee will be adjusted accordingly and the Member will be notified in advance.
- 5.7 ACTION BLACK reserves the right to increase the monthly instalment payable after the Minimum Term. The Member will be given thirty (30) days' written notice before any fee adjustment takes effect.
- 5.8 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.9 Invoices will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.10 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded any fees paid to ACTION BLACK in full, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the registration fee and each monthly instalment of the membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the registration fee and the first month's membership fee are due and payable on signature (or online submission) of the Membership Registration Form. Subsequent monthly payments will be collected on the same date each month thereafter. If a payment date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.

- 6.4 If the Member wishes to change the card or bank account used for payment of membership fees, the Member must notify ACTION BLACK in writing at least 30 days before the next payment date and must be up to date with all payments.
- 6.5 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.6 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 The Member may terminate this Agreement **during the Minimum Term**, by providing at least 30 calendar days' written notice to ACTION BLACK at hello@actionblack.uk, provided the Member is up to date with all monthly payments and not in arrears. An early termination fee equivalent to 50% of the monthly fees due for the remainder of the Minimum Term will be charged to the Member. In exceptional circumstances, where a Member can provide satisfactory written evidence that the Member has moved houses or jobs beyond a reasonable distance from the Premises, ACTION BLACK in its discretion may waive or reduce the early termination fee.
- 7.2 The Member may terminate this Agreement at any time **after the Minimum Term** without incurring a cancellation fee, by providing at least 30 calendar days' written notice to ACTION BLACK at hello@actionblack.uk, provided the Member is up to date with all monthly payments and not in arrears.
- 7.3 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member is more than 3 calendar months in arrears on any payment.
 - (b) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (c) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (d) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (e) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).
 - (f) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.
- 7.4 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. FREEZING MEMBERSHIP

- 8.1 The Member is entitled to freeze the membership up to three (3) times per year during the Minimum Term, for a combined maximum total of 35 calendar days per year, with a minimum freeze period of 7 calendar days per freeze. ACTION BLACK may, in its discretion, agree to a longer freeze period in exceptional circumstances.
- 8.2 The Member must provide reasonable supporting evidence to request a freeze on medical or other exceptional grounds.

- 8.3 During a freeze, the Minimum Term is extended by the number of frozen days. Any outstanding arrears will continue to be recovered notwithstanding the freeze.
- 8.4 The Member must submit a freeze request in writing to hello@actionblack.uk.

9. TRANSFERRING MEMBERSHIP

- 9.1 Except as provided in clause 9.2 below, the Member may not allow any third party to use the Member's membership at any time.
- 9.2 The Member is entitled to transfer the membership to a third party during the Minimum Term, subject to payment of an administration fee prior to completing the transfer. The transfer is subject to the new member agreeing to the terms of this Agreement, including without limitation the payment of the membership fees.

10. GUEST PASSES

- 10.1 The Member is entitled to invite up to 5 different guests per month to use the gym on a complimentary basis, on terms specified by ACTION BLACK from time to time.
- 10.2 Guests may not be current or former ACTION BLACK members, nor have previously benefited from a guest pass within the previous 6 months.

PART 1: UPFRONT ANNUAL MEMBERSHIP PLAN

1. UPFRONT ANNUAL MEMBERSHIP PLAN FEATURES

- 1.1 The UPFRONT ANNUAL membership plan has the following features:
- (a) Minimum 12 month commitment.
 - (b) Registration fee payable up front.
 - (c) First year's fees payable up front.
 - (d) Automatic rollover after first 12 months.
 - (e) No cancellation (except during Cooling-off Period, where applicable).
 - (f) Membership freeze available.
 - (g) Membership can be transferred.
 - (h) Guest passes available.
 - (i) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a minimum period of 12 months from the Activation Date (the "**Minimum Term**"). After the Minimum Term, this Agreement continues indefinitely unless and until terminated in accordance with the provisions of this Agreement.

3. SERVICES PROVIDED UNDER UPFRONT ANNUAL MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to autonomous training facilities (known as the Garage).
 - (b) Access to semi-personalised group training sessions led by a coach.
 - (c) Access to fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not use the contracted services whilst the facility is operational and available, the Member remains liable to pay all fees due under this agreement.
- 3.4 The Member may access services at any global ACTION BLACK facility open to the public. Such access is subject to availability at each venue and compliance with the usage conditions in force at the relevant venue.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the "**Cooling-off Period**") without giving any reason. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period if the Member completes and signs the Membership Registration Form in person at the Premises.

4.3 Outside the Cooling-Off Period, the Member may terminate this Agreement as set out in the termination clause below.

5. FEES AND CHARGES

- 5.1 The Member agrees to pay the registration fee set out on the Membership Registration Form, upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the first year's membership fee in full on signature (or online submission) of the Membership Registration Form.
- 5.3 The Member agrees to pay the monthly membership fee after the Minimum Term until termination of this Agreement.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of each instalment on the designated payment date.
- 5.5 ACTION BLACK reserves the right to introduce an annual administration fee after the Minimum Term, upon no less than 30 days' written notice to the Member.
- 5.6 All fees are subject to Value Added Tax (VAT) at the prevailing standard rate. The fee quoted to the Member at the point of registration is inclusive of VAT. Should the applicable VAT rate change by reason of a change in law, the VAT-inclusive fee will be adjusted accordingly and the Member will be notified in advance.
- 5.7 ACTION BLACK reserves the right to increase the monthly membership fee payable after the Minimum Term. The Member will be given thirty (30) days' written notice before any fee adjustment takes effect.
- 5.8 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.9 Invoices will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.10 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded any fees paid to ACTION BLACK in full, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the registration fee and the membership fees via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the registration fee and the first year's membership fee are due and payable, in full, on signature (or online submission) of the Membership Registration Form.
- 6.3 Following the Minimum Term, payments of the monthly membership fee will be collected on the anniversary of the Activation Date and thereafter on the same date each month. If a payment date falls on a non-business day, the payment will be collected on the next business day.
- 6.4 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.

- 6.5 If the Member wishes to change the card or bank account used for payment of membership fees, the Member must notify ACTION BLACK in writing at least 30 days before the next payment date and must be up to date with all payments.
- 6.6 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.7 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 The Member may terminate this Agreement at any time **after the Minimum Term** without incurring a cancellation fee, by providing at least 30 calendar days' written notice to ACTION BLACK at hello@actionblack.uk, provided the Member is up to date with all monthly payments and not in arrears.
- 7.2 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member is more than 3 calendar months in arrears on any payment.
 - (b) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (c) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (d) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (e) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).
 - (f) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.
- 7.3 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. FREEZING MEMBERSHIP

- 8.1 The Member is entitled to freeze the membership up to three (3) times per year during the Minimum Term, for a combined maximum total of 35 calendar days per year, with a minimum freeze period of 7 calendar days per freeze. ACTION BLACK may, in its discretion, agree to a longer freeze period in exceptional circumstances.
- 8.2 The Member must provide reasonable supporting evidence to request a freeze on medical or other exceptional grounds.
- 8.3 During a freeze, the Minimum Term is extended by the number of frozen days. Any outstanding arrears will continue to be recovered notwithstanding the freeze.
- 8.4 The Member must submit a freeze request in writing to hello@actionblack.uk.

9. TRANSFERRING MEMBERSHIP

- 9.1 Except as provided in clause 9.2 below, the Member may not allow any third party to use the Member's membership at any time.

9.2 The Member is entitled to transfer the membership to a third party during the Minimum Term, subject to payment of an administration fee prior to completing the transfer. The transfer is subject to the new member agreeing to the terms of this Agreement, including without limitation the payment of the membership fees.

10. GUEST PASSES

10.1 The Member is entitled to invite up to 5 different guests per month to use the gym on a complimentary basis, on terms specified by ACTION BLACK from time to time.

10.2 Guests may not be current or former ACTION BLACK members, nor have previously benefited from a guest pass within the previous 6 months.

PART 1: 3 MONTHS ACTION TASTER PLAN TERMS AND CONDITIONS

1. 3 MONTHS ACTION TASTER MEMBERSHIP PLAN FEATURES

- 1.1 The 3 MONTHS ACTION PLAN TASTER membership plan has the following features:
- (a) 3 month commitment.
 - (b) Registration fee payable up front.
 - (c) Membership fee payable in full, in advance.
 - (d) No cancellation (except during Cooling-off Period, where applicable).
 - (e) No membership freeze available.
 - (f) Membership cannot be transferred.
 - (g) No guest passes.
 - (h) Access to the services below, in accordance with the terms and conditions set out in this Agreement.
 - (i) Can only be purchased by a Member once per lifetime.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a fixed period of 3 months from the Activation Date (the “**Term**”) and terminated automatically upon expiry of the Term.

3. SERVICES PROVIDED UNDER 3 MONTHS TASTER MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to autonomous training facilities (known as the Garage).
 - (b) Access to semi-personalised group training sessions led by a coach.
 - (c) Access to fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not use the contracted services whilst the facility is operational and available, the Member remains liable to pay all fees due under this agreement.
- 3.4 The Member may access services at any global ACTION BLACK facility open to the public, once during the Term. Such access is subject to availability at each venue and compliance with the usage conditions in force at the respective location.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the “**Cooling-off Period**”) without giving any reason. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period if the Member completes and signs the Membership Registration Form in person at the Premises.
- 4.3 Outside the Cooling-Off Period, , the Member may not terminate this Agreement.

5. FEES AND CHARGES

- 5.1 The Member agrees to pay the registration fee set out on the Membership Registration Form, upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the membership fee set out in the Membership Registration Form.
- 5.3 The membership fee is payable in advance upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of the fees on the designated payment date.
- 5.5 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.6 An invoice will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.7 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded any fees paid to ACTION BLACK in full, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the registration fee and membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the registration fee and membership fee are due and payable on signature (or online submission) of the Membership Registration Form. If a payment date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.
- 6.4 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.5 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member is more than 3 calendar months in arrears on any payment.
 - (b) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (c) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (d) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.

- (e) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).
 - (f) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.
- 7.2 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. MEMBERSHIP MAY NOT BE TRANSFERRED

- 8.1 Membership is personal to the Member and may not be assigned or transferred to any third party. The Member agrees not to allow any third party to use the Member's membership at any time.

PART 1: SINGLE ACTION CLASS TERMS AND CONDITIONS

1. SINGLE ACTION CLASS MEMBERSHIP PLAN FEATURES

- 1.1 The SINGLE ACTION CLASS membership plan has the following features:
- (a) Entitles the Member to attend a single action class.
 - (b) Must be used within 30 days.
 - (c) Membership fee for the single action class payable in full, in advance.
 - (d) No registration fee.
 - (e) No cancellation (except during Cooling-off Period, where applicable).
 - (f) No membership freeze available.
 - (g) Membership cannot be transferred.
 - (h) No guest passes.
 - (i) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a period of 30 days, but terminates immediately after the Member attends the single action class.

3. SERVICES PROVIDED UNDER SINGLE ACTION CLASS MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to a single action fitness class.
 - (b) Access to autonomous training facilities (known as the Garage) before or after attending the action fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not attend the single action class within 30 days of the Activation Date, the Member remains liable to pay all fees due under this agreement.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the “Cooling-off Period”) without giving any reason, provided the Member has not attended the single action class. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period or otherwise if the Member completes and signs the Membership Registration Form in person at the Premises.
- 4.3 Outside the Cooling-Off Period, the Member may not terminate this Agreement.

5. FEES AND CHARGES

- 5.1 No registration fee is payable upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the membership fee set out in the Membership Registration Form.
- 5.3 The membership fee is payable in advance upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of the fees on the designated payment date.
- 5.5 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.6 An invoice will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.7 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded the full fee paid to ACTION BLACK. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the membership fee is due and payable on signature (or online submission) of the Membership Registration Form. If this date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.
- 6.4 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.5 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (b) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (c) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (d) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its

services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).

(e) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.

7.2 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. MEMBERSHIP MAY NOT BE TRANSFERRED

8.1 Membership is personal to the Member and may not be assigned or transferred to any third party. The Member agrees not to allow any third party to use the Member's membership at any time.

PART 1: ACTION BLACK 3 FOR 2 TERMS AND CONDITIONS

1. ACTION BLACK 3 FOR 2 MEMBERSHIP PLAN FEATURES

- 1.1 The ACTION BLACK 3 FOR 2 membership plan has the following features:
- (a) Entitles the Member to attend 3 action classes.
 - (b) Must be used within 30 days.
 - (c) Membership fee for the 3 for 2 action classes payable in full, in advance.
 - (d) No registration fee.
 - (e) No cancellation (except during Cooling-off Period, where applicable).
 - (f) No membership freeze available.
 - (g) Membership cannot be transferred.
 - (h) No guest passes.
 - (i) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a period of 30 days, but terminates immediately after the Member attends the third action class.

3. SERVICES PROVIDED UNDER ACTION BLACK 3 FOR 2 MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to 3 action fitness classes.
 - (b) Access to autonomous training facilities (known as the Garage) before or after attending the action fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not attend 3 action classes within 30 days of the Activation Date, the Member remains liable to pay all fees due under this agreement.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the “Cooling-off Period”) without giving any reason, provided the Member has not attended any action classes. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period or otherwise if the Member completes and signs the Membership Registration Form in person at the Premises.
- 4.3 Outside the Cooling-Off Period, the Member may not terminate this Agreement.

5. FEES AND CHARGES

- 5.1 No registration fee is payable upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the membership fee set out in the Membership Registration Form.
- 5.3 The membership fee is payable in advance upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of the fees on the designated payment date.
- 5.5 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.6 An invoice will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk
- 5.7 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded the full fee paid to ACTION BLACK, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the membership fee is due and payable on signature (or online submission) of the Membership Registration Form. If this date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.
- 6.4 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.5 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 Without affecting any other right or remedy available to it, ACTION BLACK may terminate this Agreement with immediate effect and without compensation to the Member by giving written notice to the Member if:
 - (a) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (b) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (c) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (d) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its

services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).

(e) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.

7.2 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. MEMBERSHIP MAY NOT BE TRANSFERRED

8.1 Membership is personal to the Member and may not be assigned or transferred to any third party. The Member agrees not to allow any third party to use the Member's membership at any time.

PART 1: MULTI ACTION CLASS BUNDLE TERMS AND CONDITIONS

1. MULTI ACTION CLASS BUNDLE MEMBERSHIP PLAN FEATURES

- 1.1 The MULTI ACTION CLASS BUNDLE membership plan has the following features:
- (a) Entitles the Member to attend 8 action classes.
 - (b) Must be used within 30 days.
 - (c) Membership fee for the MULTI ACTION CLASS BUNDLE payable in full, in advance.
 - (d) No registration fee.
 - (e) No cancellation (except during Cooling-off Period, where applicable).
 - (f) No membership freeze available.
 - (g) Membership cannot be transferred.
 - (h) No guest passes.
 - (i) Access to the services below, in accordance with the terms and conditions set out in this Agreement.

2. DURATION AND ACTIVATION

- 2.1 This Agreement commences on the Activation Date.
- 2.2 This Agreement continues for a period of 30 days, but terminates immediately after the Member attends the third action class.

3. SERVICES PROVIDED UNDER MULTI ACTION CLASS BUNDLE MEMBERSHIP PLAN

- 3.1 ACTION BLACK shall make available to the Member the following services at the Premises:
- (a) Access to 8 action fitness classes.
 - (b) Access to autonomous training facilities (known as the Garage) before or after attending the action fitness classes.
- 3.2 ACTION BLACK shall be deemed to have fulfilled its service obligations when the ACTION BLACK facility is operational and available to the Member during published opening hours. ACTION BLACK does not guarantee continuous, uninterrupted access to facilities or equipment, which may be temporarily unavailable due to technical issues, maintenance, refurbishment, relocation, or circumstances beyond ACTION BLACK's reasonable control.
- 3.3 If the Member does not attend 8 action classes within 30 days of the Activation Date, the Member remains liable to pay all fees due under this agreement.

4. RIGHT TO CANCEL DURING COOLING-OFF PERIOD

- 4.1 Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Member is entitled to cancel this agreement within 14 days of the Activation Date (the “Cooling-off Period”) without giving any reason, provided the Member has not attended any action classes. The Member must give written notice to cancel to ACTION BLACK at hello@actionblack.uk.
- 4.2 The Member does not have a right to cancel this Agreement during the Cooling-off Period or otherwise if the Member completes and signs the Membership Registration Form in person at the Premises.
- 4.3 Outside the Cooling-Off Period, the Member may not terminate this Agreement.

5. FEES AND CHARGES

- 5.1 No registration fee is payable upon signature (or online submission) of the Membership Registration Form.
- 5.2 The Member agrees to pay the membership fee set out in the Membership Registration Form.
- 5.3 The membership fee is payable in advance upon signature (or online submission) of the Membership Registration Form.
- 5.4 The fees are payable exclusively by debit or credit card via Continuous Payment Authority (CPA). The Member must ensure that sufficient funds are available for payment of the fees on the designated payment date.
- 5.5 No refunds will be made for any reason, except as expressly provided in this Agreement.
- 5.6 An invoice will be sent electronically to the email address set out by the Member on the Membership Registration Form. The Member may request a copy at any time by contacting hello@actionblack.uk.
- 5.7 If the Member validly cancels this Agreement during the Cooling-off Period, the Member will be refunded the full fee paid to ACTION BLACK, less the cost of any services used by the Member during the Cooling-off Period. Any such refund will be made within 14 calendar days of receipt by ACTION BLACK of the Member's notice to cancel, using the method used for payment.

6. PAYMENT TERMS

- 6.1 The Member authorizes ACTION BLACK to collect the membership fee via Continuous Payment Authority (CPA) from the designated debit or credit card set out on the Membership Registration Form.
- 6.2 The Member acknowledges and agrees that the membership fee is due and payable on signature (or online submission) of the Membership Registration Form. If this date falls on a non-business day, the payment will be collected on the next business day.
- 6.3 If a payment fails due to insufficient funds or any other reason, ACTION BLACK may re-attempt collection. Repeated failed payments may result in the Member's access to the Premises being suspended until all outstanding amounts are settled. Interest will be charged on overdue amounts at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Member is liable to pay the interest together with the overdue amount.
- 6.4 If the Member's card is lost, stolen, blocked, or expires, the Member must notify ACTION BLACK promptly and provide updated payment details within 10 calendar days to avoid suspension of access to the Services.
- 6.5 Any surcharges on payments charged by the Member's bank are payable by the Member.

7. TERMINATION

- 7.1 ACTION BLACK may terminate this Agreement immediately and without compensation to the Member in the following circumstances:
 - (a) The Member materially breaches any term of this Agreement and fails to remedy such breach within 14 calendar days of written notice.
 - (b) The Member engages in conduct that endangers the health, safety or well-being of other members, ACTION BLACK staff, or third parties on the Premises.
 - (c) The Member engages in abusive, threatening, discriminatory, offensive, aggressive or otherwise unacceptable behaviour towards ACTION BLACK staff or other members or third parties.
 - (d) The Member causes proven reputational harm to ACTION BLACK's business, including but not limited to: the deliberate publication of false or misleading information about ACTION BLACK, its services, or its staff on physical, digital, or social media platforms; acts of defamation, libel, or

malicious falsehood (provided that nothing in this clause shall restrict the Member's right to make genuine, honest, and fair complaints or reviews of ACTION BLACK).

(e) The Member steals any physical item or personal information or other belongings from another member, ACTION BLACK staff or any third party.

7.2 Termination of this Agreement does not affect ACTION BLACK's right to recover any outstanding amounts owed by the Member. The Member shall be liable for any reasonable costs of debt recovery.

8. MEMBERSHIP MAY NOT BE TRANSFERRED

8.1 Membership is personal to the Member and may not be assigned or transferred to any third party. The Member agrees not to allow any third party to use the Member's membership at any time.