

TERMS & CONDITIONS

1. Agreement

- a. This agreement shall only apply to payments due to the Client ("Supplier") and will take effect when it is signed by you.
- b. This agreement shall only apply to the period stated. Any free periods given by Supplier do not form part of this agreement.
2. We will lend you the amount of the loan detailed overleaf, which you agree to our paying to Supplier. You will repay the loan by Direct Debit at the agreed monthly instalment rate overleaf. You will repay any additional amounts which may become due to us by Direct Debit.
3. Supplier facilities, services and terms may vary. All customers should please refer and adhere to the Supplier terms and conditions for guest policy, hours of opening, code of conduct, liability policy and other operational procedures and Supplier policies. Any decisions by the Future Fitness are binding and final. Supplier has an obligation to provide the facilities as agreed, but reserves the right to alter facilities and will inform the customer of any alterations, improvements or variations.
4. You will remain liable to pay all the instalments overleaf to us even if you cancel your agreement with the Supplier.
5. If you fail to pay any instalment on its due date or any other monies due under this agreement, then, if you fail to remedy such breach after being served with proper notice we shall be entitled to terminate this agreement and demand immediate payment of the unpaid balance of the loan less any rebate, and any monies due under clause 6 below.

6. Miscellaneous costs and penalties

- a. If your account falls into arrears and is settled within 1 month a penalty fee of £5.00 will be added to your account. A further £10.00 penalty fee will be added for each subsequent month thereafter for accounts that remain in arrears.
- b. Returned cheques, credit cards or direct debits will incur a 10.00 penalty fee. A fee of £5.00 is made for a copy of your contract and a minimum fee of £2.50 will be made for card payments.
- c. Preparation of a final default notice and solicitor referral will result in a £20.00 penalty fee, in addition to all reasonable expenses, legal costs and court costs in taking steps to recover monies due under this agreement.
- d. If you fail to advise us immediately of any change of address, you shall pay on demand any costs we incur in tracing you.
- e. If you fail to rectify a breach of this agreement for a period of time of more than thirty days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party will be paid by you.
7. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of the agreement strictly at a future date.
8. You may terminate this agreement at any time by **advising the "Client" in writing** and paying the balance of the loan outstanding to us, plus any monies under clause 6 above.

9. Renewal Terms

- a. Provided that all of the monthly instalments set out in the Key Financial Information overleaf have been paid, your agreement with Supplier shall automatically continue on a month-by-month basis on the renewal date set out overleaf. The agreement will then become a continuous Renewal Monthly Agreement. Your monthly agreement payments will be collected by us at the instalment rate set out in the "normal monthly payments" box overleaf. The monthly payment amount may only be amended if we advise you in writing giving 30 days notice.
- b. We may cancel this Renewal Monthly Agreement at any time by providing 30 days prior written notice to you. After the minimum period, you may cancel this Renewal Monthly Agreement by providing 30 days prior written notice to the "Client" paying us for the full notice period.
10. We may assign the benefit of this agreement and our rights thereunder to a third party without notice being served upon you to that effect.

USE OF YOUR INFORMATION - DATA PROTECTION ACT

The information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are financially linked. Read the "Use of Associated records" below **before** you sign. In operating this agreement, we will search your record at Credit Reference Agencies. They will add to your record details of our search and your agreement and this will be seen by other organisations that make searches. This and any other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

We will also add to your record with the Credit Reference Agencies details of your agreement with us, the payments made under it and any default or failure to keep to its terms and any change of address. Details will also be shared with Supplier.

These records will be shared with the other organisations and used by us and them to help make decisions about credit and credit related services such as insurance for you and members of your household; trace debtors and recover debt.

For these purposes we or they may make further searches. Although these searches will be added to your record, they will not be shared by others. Please telephone us if you want to have details of those Credit Reference Agencies from which we obtain and to whom we pass information about you. You have the legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

USE OF ASSOCIATED RECORDS

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to "associated" records. Where any search is completed involving joint parties, you both consent to us recording details at Credit Reference Agencies. As a result an "association" will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "Disassociation" at the Credit Reference Agencies.

This Guarantee should be retained by the payer

THE DIRECT DEBIT GUARANTEE

- * This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- * If there are any changes to the amount, date or frequency of your Direct Debit Eazy Collect will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Eazy Collect to collect a payment, confirmation of the amount and date will be given to you at the time of request.
- * If an error is made in the payment of your Direct Debit, by Eazy Collect or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Eazy Collect asks you to.
- * You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.