



Customer Guarantee

Congratulations on joining Xpect Health and Fitness!

As a new customer, you will have paid a Get Active fee and made a commitment to a membership payment plan of a starter payment and 12 subsequent direct debit payments. In return for this commitment Xpect Braintree Ltd (the company) are providing you with a Customer Guarantee (guarantee) that is designed to permit you to continue to use the club in the unfortunate event that you lose your job through genuine redundancy. In the event that you find alternative work you are asked to inform the company in writing and the company will re-institute your payment plan.

Please read the following terms and conditions carefully.

Terms and conditions

1. The guarantee is only available to all new peak premier memberships bought between 1st October 2011 and 31st March 2012.
2. New peak premier members have been provided with a unique code to validate their guarantee and to obtain the certificate; this code can only be used once.
3. For the sake of clarity the guarantee is not applicable for the following membership types: peak or off-peak standard; child; evergreen; weekend; youth; student; annual and swimming.
4. The guarantee is only valid if the customer has been made redundant after 2 calendar months from the date of joining Xpect.
5. The guarantee must be activated within 14 days of joining the club.
6. The guarantee expires at the end of the contracted membership period, i.e. at the end of the month after the 12th direct debit payment.
7. The customer is entitled to suspend their monthly payments for a maximum period of 6 months or until they secure alternative employment, whatever period is the shortest.
8. During the period that their monthly payments are suspended the customer is permitted to use the facilities at Xpect.
9. The original contract period will be extended for the length of the agreed suspension period, i.e. until 12 direct debit payments have been made.
10. Customers will be required to provide a copy of the following: email notification displaying the guarantee; their P45 displaying the date that they left the employment of their employer and a letter from the employer stating that their role was made redundant and their employment had been terminated.
11. The company reserves the right to contact the customer's previous employer to verify that their post was made redundant.
12. The guarantee is only valid once and can not be used again if the customer is subsequently made redundant a further time.
13. The guarantee is not valid for customers who are self-employed, those trading as sole-traders or employed by a company where they own more than 25% of the ordinary share capital.