

TERMS AND CONDITIONS

1. Membership Agreement

Thank you for choosing to join move and become part of the move family. These Terms & Conditions explain your rights and responsibilities as a member, and how we'll support your fitness journey.

Your agreement is with us, Trafford Leisure CIC as an agent acting on behalf of Trafford Council ("Trafford Leisure CIC" "us" "we" "our"). We are a registered company in England (registration number 09764023) whose registered office is Mitchell Charlesworth, 3rd Floor, 44 Peter St, Manchester M2 5GP.

By joining, you agree to follow and be bound by these Terms & Conditions, along with the centre-specific rules and policies available on our website: www.twmove.co.uk, or as communicated to you through other appropriate channels from time to time, including email, app notifications or signage at centres. Your agreement with us is based on your choices when purchasing your membership, these terms and conditions, and the rules and regulations which apply at the centre you are using will ensure you can carry your activities out safely.

The additional information for you to enjoy your membership fully can be found on the footer of our [Website](#) under quick links and legals. These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them. **You should only join if you have read them and accept them.**

Please note that these documents may be updated from time to time, and new policies may be introduced for the benefit of all members. We encourage you to refer back to them regularly to stay informed.

If you are joining as part of a **joint membership**, the person who completes the registration (the **Lead Member**) is responsible for:

- Accepting these Terms & Conditions on behalf of all individuals included in the membership
- Ensuring that all members understand and comply with the rules and policies of move
- Managing the membership account, including payments, updates to personal details, and any changes or cancellations

The Lead Member acts as the primary point of contact for all communications related to the membership. Any changes, notices, or updates will be sent to the Lead Member, who is expected to share relevant information with other members under the joint account.

If any member under the joint membership has questions or concerns, they are encouraged to:

- Speak directly with the Lead Member
- Contact our Customer Hub
- Visit one of our centres and speak with a member of our team

2. Membership Plans & Types

Trafford Leisure offers various types of membership. The facilities available to you, the amount you pay and the times when you can use the centre will depend on your choice of membership. The membership you have chosen has been described when you have joined online and will also be confirmed in the email you receive within 3 days of joining. Full details of types of membership can also be found on the website www.twmove.co.uk/move-memberships/

If you have chosen a membership that is discounted, such as a concession membership you will need to provide the necessary documentation every twelve months to enjoy the discounted benefit you enjoy with these memberships. If these are not updated every 12 months you will automatically default to a move well membership package and price unless you choose an alternative package. Your membership is personal to you and is non-transferable. You must not lend your membership fob, band or card that is assigned to you to access facilities and activities to another person. If another person uses your fob, band, card or similar, the agreement will be withdrawn, and a penalty charge may be levied.

Trafford Leisure retain sole discretion and reserve the right to:

- **Membership Type Adjustments:**
We may modify or discontinue certain membership types. If your membership is affected, we will notify you in advance. Changes may result in a fee adjustment, which will be communicated with at least one full calendar months' notice.
- **Access Privileges:**
We may change the access rights associated with multi-site memberships. This could include limiting or expanding access to specific centres or facilities. Change the access privileges of members with Membership packages that allow access to multiple gym locations.
- **Temporary Closures:**
From time to time, we may need to close one or more centres or specific areas within a centre to carry out maintenance, repairs, refurbishments, deep cleaning, or for other operational reasons. We will provide reasonable notice where possible and aim to reopen facilities promptly.
Note: You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

- **Facility & Service Changes:**

We may increase, reduce, or withdraw certain facilities, services, or activities either temporarily or permanently. This includes changes to opening hours, class schedules, or availability of amenities. Where feasible, we will give at least 7 days' notice of such changes.

- **Membership Revocation:**

We may revoke or terminate a membership at our discretion, at any time and without notice, including but without limitation to if there is a breach of these Terms & Conditions, misuse of facilities, or behaviour that negatively impacts other members or staff. In such cases, no refund will be provided for any unused portion of the membership.

- **Fee Adjustments:**

We reserve the right to review and increase membership fees. You will be given at least one full calendar months' notice before any fee change takes effect.

These changes are made to ensure the safety, quality, and sustainability of our services for all members. If a change significantly affects your membership experience, please reach out direct to discuss matters.

3. Becoming a member of the move family

Our joining process is an online process. Full membership plans, types and prices can be found on our [move](#) website selected by you as part of the joining process. Some categories of membership may not be available at all facilities, please contact the [Customer Hub](#) for more details or visit our [website](#).

By completing the online joining process and becoming a member of move family, you are accepting all the terms and conditions in this Membership Agreement (insofar as they are applicable).

By accepting the terms, you are agreeing to pay any applicable Joining Fee, Administration Fee, Membership Amount and Monthly Membership Amount.

Your Membership starts immediately. We may inform you during the online joining process that a waiting list is in operation, this can be for several reasons including customer safety and/or due to your chosen gym opening soon, in which case you will be offered access to a different gym in the meantime, or your membership starts when you are informed you have been taken off the waitlist. We will inform you of this date via email.

You agree to use the gym facilities and equipment in the proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.

You confirm that you are at least 16 years old. Please note that you must provide on request valid proof of age if we believe you to be under the age of 16. If you are unable to provide valid proof of age on request your membership may be terminated.

You will be liable for any damage caused to our equipment or facilities through your negligent use.

You agree to tell us immediately of any changes to your personal details, including contact information; this should be done in the online member area.

4. Access and Use of Centres

move offers fitness gym areas, group exercise classes, swimming pools, The Cove spa, treatment rooms, health and wellbeing spaces, meeting rooms, cafés, sports halls, spaces for hire and children's activities. Some facilities and activities are not included in membership types and carry extra charges.

You are entitled to access and to use the centres defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.

We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym or gyms you joined and have paid for. This includes access to the centres and equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.

To ensure appropriate use of our centres, equipment and facilities we may monitor members' use of our centres. On occasions we may deem your behaviour to be potential abuse of the system, if this occurs, we will communicate to you and give reasonable time to correct the behaviour before we may take action.

5. Cooling off & Cancellation

The Cooling-off period

You or the Lead Member can choose to cancel your membership within 14 days of joining, without giving a reason. This is known as the cooling-off period.

If you joined during a pre-sale period (i.e. before a centre officially opens), your cooling-off period extends to 14 days after the centre's opening date.

To cancel during the cooling-off period:

- Complete our [Apply to Cancel Form](#)
- A member of our Customer Hub team will contact you within **10 working days**

Important Note:

If you begin using your membership within the 14-day cooling-off period (e.g. attend a class, use the gym, or access any facility), you are deemed to have started the service. In doing so, you waive your right to a full refund under the cooling-off terms.

In such cases, any refund issued will be proportionate, based on the time and services used before cancellation.

After the Cooling-off period

The Lead Member can choose to cancel your membership by providing one full calendar months' notice via our [Apply to Cancel](#) once your minimum Direct Debit payments have been honoured. Once your cancellation application is received a member of our team will contact you within 10 working days. All final cancellations will be confirmed via email acknowledging the date that the membership will end and any final payment that may be due. Please do not cancel the Direct Debit, until the cancellation correspondence is received.

Where additional members have joined on a **move** membership with multiple people, secondary members who wish to remain a member can speak to the [Customer Hub](#) regarding setting up their own individual or new joint membership.

Where the minimum payment terms have not been met, we are unable to cancel your membership for **move**. The only exceptions to this are due to medical illness, pregnancy, redundancy or moving out of the area (10 miles away from your nearest centre). Please contact the [Customer Hub](#) in this instance.

Refunds

We do not offer refunds for partial months, unused time, or missed sessions, except where required by law (such as under consumer protection regulations).

This means:

If you choose not to use your membership for any period of time, you will not be entitled to a refund for that time.

If you cancel your membership mid-month, your access will continue until the end of the billing cycle, but no partial refund will be issued.

6. Membership Pause (Freeze)

In the event of prolonged absence such as serious illness or injury we are able to temporarily pause or 'freeze' your membership. This benefit is for full calendar months only and available for a minimum of 1 calendar month up to a maximum of 6 calendar months. It carries a reduced fee of £5 per member per month.

Freezes can only commence after the first Direct Debit has been taken (including any pro rata payment). Any promotional offer or discount period attributed to the freeze period will not be extended. To activate this benefit, please contact the [Customer Hub](#)

before 20th of the month to be effective the 1st of the following month. The request to freeze must be supported with valid evidence from a medical professional.

At the end of the 'frozen period' your monthly Direct Debit will revert to the appropriate fee automatically.

Members choosing to pay annually will receive an extension to their contract in line with the agreed freeze period and payment for the freeze fee will be taken by the Customer Hub.

When your membership is frozen you will not have access to our facilities, activities and programmes. In order to reactivate your access you can cancel your freeze at any time.

If you have a discounted membership your discounted rate will remain for the specified period after your freeze has ended.

When a member freezes their account, they must reactivate their account in the member area of the site. This can be done at any time, and a pro-rata payment will be taken for the remaining period before their next billing cycle, in which they will have access and use the gym.

A multi-month discount promotion will be cancelled if a freeze is implemented during a discounted month. Upon unfreezing your payment will revert to the full price.

7. Membership Fees

Price Review

When we make changes to the monthly membership fees, we will tell you about any change that will apply to you and will give you at least one full calendar month's notice before the changes come into effect.

Missing Payments

Please note that if you miss one Direct Debit payment, you will be deemed to have breached your contract. Access to the centres will be stopped until the account is brought up to date.

Debt Recovery

If your account falls into arrears and any membership fees remain unpaid, Trafford Leisure reserves the right to take appropriate action to recover the outstanding balance.

This may include, but is not limited to:

- Referring your account to our appointed Debt Recovery Representatives (C.A.R.S), who will contact you directly to arrange repayment
- Suspending your access to all facilities until the account is brought up to date
- Applying late payment fees or administrative charges where applicable
- Initiating legal proceedings or enforcement action if necessary
- Using other lawful means or third-party agencies to recover the debt

We strongly encourage you to contact our Customer Hub as soon as possible if you are experiencing financial difficulties or anticipate issues with payment. We may be able to offer support or alternative arrangements.

8. Membership Transfer

A membership may only be used by the named person who holds the membership record. Should any other person be found to be using a membership held by another, the membership will be withdrawn and a penalty charge levied of up to £100 against the main lead member. Usage will be monitored and if abused, the membership may be cancelled with no refund provided for any unused part of the membership.

Memberships are non-transferable. In exceptional cases (e.g. relocation, bereavement), a one-time transfer may be considered upon written request and management approval.

9. Changes to Services & Terms

When we make changes to your membership that may affect you, we will e-mail the lead member providing one full calendar months' notice. We may make reasonable changes to these terms and conditions if the changes are to the benefit of most of our members at **move**. If you are not happy with the changes, you can cancel as explained in section 3 of these terms and conditions.

There may be a time when we struggle to provide a service or facility for you beyond our reasonable control at your centre. If this happens and we cannot provide a service or facility at your centre or an alternative centre within a 10 mile radius within one calendar month, you (or we) can cancel our agreement immediately after giving notice in writing.

10. Conduct and Behaviour

We expect our members to behave in a considerate manner and will not accept any inappropriate behaviour towards other members or any member of our team. Disruptive, abusive, or unsafe behaviour is prohibited and may result in suspension or termination of membership without refund. We reserve the right to refuse admission for members behaving in such a manner.

Theft or intentional damage to the move centre and/or equipment will result in financial penalties or termination of membership and possible legal action.

Members are expected to act respectfully and responsibly when using our apps and booking system. Disruptive or inconsiderate behaviour, excessive booking and cancelling behaviour, including repeated late cancellations or no shows, may result in temporary or permanent suspension.

11. Change of Details

Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically with you as per BACs regulations. Please contact the Customer Hub to notify us of any changes.

12. Membership Bands/Fobs and Photo Identification

You will be issued with either a wristband or a key fob as part of your membership to gain access to your centre(s). Please keep these safe and ensure you use the card, wristband or key fob to gain access to our facilities on every visit. Your wristband or key fob will also enable you to access specific activity areas, the Technogym equipment in the Fitness Gym and lockers.

In the event you lose your keyfob, a replacement one can be purchased at site at a cost of £5.00 or a replacement wristband will cost £7.50. The wristband or fob may only be used by the person it has been issued to.

On your first visit to the Centre, you will be required to have your photograph taken. We will store the photograph in accordance with our privacy policy.

Your photograph will not be used in any other way other than for identification purposes.

13. Physical and Mental Wellbeing

Your health and wellbeing is important to us, and we recognise and promote the positive impact physical activity can have on your health and wellbeing. You are responsible for monitoring your own physical condition. In joining move you are accepting to adhere to our "[Health Commitment Statement](#)"

14. Privacy and Data Protection

Trafford Leisure fully endorses and adheres to General Data Protection Regulations (GDPR). Our [Privacy Statement](#) can be found on the footer of our [Website](#) under quick links and legals.

It is very important that we have the most up to date information on you or if appropriate your child or family. It is your responsibility to keep us informed of any changes of personal details.

15. Limitation of Liability

While we take all reasonable steps to ensure a safe and secure environment for our members, Trafford Leisure CIC cannot accept liability for certain types of loss or damage, as outlined below:

Personal Belongings

We are not responsible for:

- Loss, theft, or damage to personal belongings brought into our centres, including items stored in lockers or communal areas.
- Items left unattended or not secured properly.

Members are advised to:

- Use lockers provided and secure valuables appropriately.
- Avoid bringing high-value items into the centre where possible.

Personal Injury

We do not accept liability for:

- Injuries resulting from misuse of equipment or facilities
- Injuries caused by failure to follow staff instructions, safety signage, or centre rules
- Accidents arising from personal negligence or actions outside our control

We do not exclude or limit our liability where it would be unlawful to do so, including:

- Liability for death or personal injury caused by our negligence
- Liability for fraud or fraudulent misrepresentation
- Any other liability that cannot be excluded under UK consumer law

Third Parties

- We are not liable for the actions or omissions of independent personal trainers, contractors, or other third parties operating within our centres unless they are acting under our direct supervision or control.

Additional Services

Some services offered at our centres, including but without limitation to, Personal Training, Massage Therapy, etc. are provided by independent professionals and are not included in your membership agreement with Trafford Leisure.

- These services are contracted directly between you and the provider.
- Trafford Leisure is not responsible for the delivery, quality, or outcomes of these services.
- We do not accept liability for any injury, loss, or damage arising from the use of these services, except where required by law.

16. Contact Details and Links

For all enquiries please contact us at the Customer Hub:

E customerhub@traffordleisure.co.uk

M 0161 7492570

Thank you for choosing to join **move and/or the move family**, and we hope that you enjoy the full use of your membership to enable you to move more every day. Please remember to use the quick links and legal documents that can be found at the footer of our website

<http://www.twmove.co.uk>

Support Office Address

Trafford Leisure Support Office

Altrincham Golf Course

Stockport Road, Timperley

WA15 7LP

TW move and The Cove Spa App Links

Android: <https://play.google.com/store/apps/details?id=com.innovatise.twmo...>

IOS: <https://apps.apple.com/gb/app/twmove/id1523809350>

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