



XLFC Ltd.
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www.xlfc.uk

XLFC Membership Agreement [Updated: 01.02.2025]

Introduction.

This is an Agreement between you (the "Member" or "You"/"you") and XLFC Ltd. ("XLFC Weight-loss Football," "XLFC", "us," "We," or "we"), a company registered in England and Wales (registration number 15745307), whose registered office is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.

By completing the joining process at our website (www.xlfc.uk) and becoming a Member of XLFC Weight-loss Football, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read the membership agreement in full and accepted the terms within it.

Definitions.

- **Administration Fee:** Any fee raised for changing membership terms or arising out of any breach of the membership rules and terms within this membership agreement.
- **Freeze Membership:** Members are able to freeze their membership for up to a 6 month period should they pick up an injury that requires an extended period of rehabilitation. The freeze will take effect from the start of your next billing date. This date will be made clear upon freezing. The member must notify us by the 25th of any given calendar month, should they wish to freeze their membership.
- Should the membership freeze need to extend beyond 6 months, the member will need to notify XLFC via email, to discuss whether they wish to retain their membership or cancel. (No re-joining fee will be payable - however should you have a squad number, this may be reallocated to someone else once your membership is cancelled).
- Once frozen, members are not permitted to take part in strength and conditioning / football sessions / football matches, however are permitted to weigh-in and take

advantage of other member benefits. (more information below)

- Freezing your membership will reduce your monthly payment to £15.00. When unfreezing your membership, members must notify XLFC via email of their intention to return and are not permitted to return until the start of the next calendar month. (If you notify us of your intention to return on the 14th of June for example – you will not be eligible to return until the 1st July).
- **Membership:** Your agreement only applies to the location to which you initially registered unless any terms and conditions are applied. Membership does not grant permission to move between locations unless relocating on a permanent basis.
- Anyone wishing to move to another XLFC location, must notify us via email of their intention to move, no less than 1 month prior to the move taking place.
- **Monthly Membership price:** Upon joining, this is the amount you agree to pay for each month of membership. Each subsequent month of your Membership, will be taken directly from your bank account by recurring automatic payments.
- **Fixed Membership price:** upon joining, this is the amount you agree to pay upfront for your fixed term membership type where applicable.
- **Fixed Membership:** This is a membership term type. Upon joining you pay an upfront membership fee to obtain a membership for a set period of time (e.g. 9 or 12 months) from the day of joining. The end date of this term will be visible in the member area of our registration platform.
- **Promotional Rate:** In relation to any Monthly Membership Amount and/or the amount payable from time to time for any category of Membership, the introductory or other promotional amount you agree to pay during the introductory period specified in the promotional or introductory offer.
- **Taster Session [or “Taster”]:** An introductory session for potential XLFC members, booked via our official website www.xlfc.uk at the rate of £10.00 per session. [Full terms and conditions below].

Starting your Membership.

1. Our joining process is an online process. Full membership prices and options can be found on our website [www.xlfc.uk/whatweoffer], to be read and understood by you as part of the joining process. By completing the online joining process and becoming a Member of XLFC Weight-loss Football, you are accepting all the terms and conditions in this Membership Agreement [insofar as they are applicable]. You should only join if you have read them and accept them in full.
2. Prior to joining, potential members have the option to take part in a paid “Taster Session” at any live XLFC location. Taster Sessions are charged at a rate of £10.00 per session unless offers are applied. This may result in tasters being free of charge.
3. To cancel or reschedule a Taster Session, please update the booking online a minimum of 48 hours in advance of the booking taking place.
4. Taster Session bookings cancelled within this time period can be refunded via your original method of payment. Refunds can take 5-7 working days to be refunded [subject to your banking provider].
5. Taster Session bookings not cancelled or rearranged 48 hours prior cannot be amended or refunded where payment was taken.

6. After the Taster Session has taken place, should you wish to set up an on-going XLFC subscription, the session fee will be deducted from your first month's payment.
7. Should you decide that the subscription is not for you after the initial Taster Session, your payment [where applicable] is not refundable.
8. XLFC Taster Sessions are designed to give the participant the opportunity to experience the on-going weekly XLFC format and to establish if the programme is right for them. By taking part in an XLFC Taster Session you are confirming that you are at least 18 years of age, have a BMI of 27 or above and physically capable of taking part. Please note that you must provide on request valid proof of age if we believe you to be under the age of 18. If you are unable to provide valid proof of age on request you will not be allowed to take part in the session and your payment will not be refunded.
9. By booking a Taster Session, you accept that you will be liable for any damage caused to our equipment or facilities through your negligent use.
10. The information given by you in entering into this agreement is correct and will be relied upon by us.
11. XLFC staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.
12. To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.
13. This Membership Agreement starts once you have accepted the terms during the online joining process or by other means with us, such as our corporate membership agreements. By accepting the terms, you are agreeing to pay any applicable Joining Fee, Administration Fee, Membership Amount and Monthly Membership Amount. These are shown at the start of the joining process and again before you confirm your payment instruction.
14. Your Membership starts immediately after your free Taster Session and registration information will be sent to you via email to confirm the next steps. We may inform you during the online joining process that a waiting list is in operation, due to your chosen location opening soon, in which case your Membership starts when the location opens. We will inform you of this date via email.
15. You agree to comply with XLFC Weight-loss Football Membership Rules and you agree to use the facilities and equipment provided in the proper manner. You must consult a member of staff if you are unsure.
16. XLFC is not liable for any injury you suffer through the incorrect use of our equipment or facilities. By signing up for a membership, you acknowledge and accept full responsibility for any and all injuries, pulls, or other physical issues that may arise from participation in training sessions, matches, or any related activities. You hereby waive, release, and discharge XLFC, its staff, coaches, and affiliates from any and all liability, claims, or causes of action arising from such incidents, whether occurring on or off the premises.

17. By taking up a formal XLFC subscription, you confirm that you are at least 18 years old. Please note that you must provide on request valid proof of age if we believe you to be under the age of 18. If you are unable to provide valid proof of age on request your membership may be terminated.
18. You will be liable for any damage caused to our equipment or facilities through your negligent use.
19. 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.
20. XLFC reserves the right to adjust membership prices at its discretion. Any increase in membership fees will be communicated to members in writing at least 30 days prior to the effective date of the price change. Members will continue to be charged the current membership rate until the effective date of the increase. All membership fees are subject to change, and XLFC is under no obligation to keep the fees at the same rate for any given period.

Member health agreement declaration.

You warrant, declare and acknowledge that:

1. The information given by you in entering this agreement is correct and will be relied upon by us.
2. Our staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises or those premises used by us to conduct a session as part of the XLFC programme.
3. To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and well-being, but we at XLFC Weight-loss Football are concerned that you enjoy our facilities safely. To that end we consider that we should expect the following of each other.

From us:

1. Whilst we will respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
2. We shall endeavour to maintain a safe environment for you to enjoy your exercise.
3. We shall endeavour to ensure that our fitness trainers and football coaching staff are qualified to fitness industry and football association standards.
4. We shall always keep confidential any information that you give us regarding your health.

If you are a wheelchair or disabled user, sadly we are unable to facilitate membership for you at this time. We sincerely apologise for any inconvenience.

Locations where your membership is valid.

1. You are entitled to access and to use the facilities at your specified location defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.
2. We will make reasonable endeavours to make available to you the rights and privileges of membership of the locations you joined and have paid for. This includes access to the studio space and relevant equipment, changing areas [where and when applicable - typically on match days only], fitness staff and football coaches, independent self-employed trainers for general advice.
3. 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.
4. To ensure appropriate use of our locations, equipment and facilities we may monitor members' use of our locations. 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. XLFC memberships may also be used at other participating XLFC locations, subject to availability and operational capacity at those sessions. Access to alternative locations is not guaranteed and may be restricted where sessions are at or near capacity, or where advance booking is required.
6. The structure, format and delivery of XLFC sessions, activities and services may vary between locations and may evolve over time as part of the ongoing development of the XLFC programme.

Changing your membership - Freezing for injury/long term illness.

1. Membership types can be changed. Fees may apply. Details can be requested via email at [**info@xlfc.uk**](mailto:info@xlfc.uk)
2. If you have a discounted Membership and you change to a new Membership product, you will waive the right to the discount (or any Promotional Rate) on the original Membership and pay the standard price on the new Membership.
3. If you have a discounted Membership and your Membership is terminated, you will waive the right to the discount and pay the advertised Membership Amount or Monthly Membership Amount if you later choose to re-join XLFC Weight-loss Football.
4. We may, with reasonable notice and at our discretion, cancel weekly events at regional premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including at least 2 days a year for necessary maintenance or other work. We will endeavour to reopen

facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

5. We reserve the right to increase, reduce or withdraw certain facilities, services, or activities as well as change opening times in any location, either permanently or temporarily at any time. Where possible we will aim to give at least 1 weeks' notice of any changes.

Freezing your membership.

1. As a monthly subscriber, you may freeze your membership for up to 6 months within a 12-month period by reducing your monthly subscription fee to a fixed fee of £15.00 per month.
2. If notified by the 25th of the month, the freeze begins on your next billing date and will automatically end after 6 months, unless you request an earlier reactivation or extension.
3. **To request a freeze, you must notify us via email at info@xlfc.uk by the 25th of the month.** This ensures the freeze starts at the beginning of the next calendar month. If you notify us after the 25th, the reduced rate may not take effect until the following month (+1 month post-notification).
4. No refunds will be made for days used up to the point of freezing.
5. When your membership is frozen you will not have access to strength and conditioning sessions, organised football coaching sessions, optional organised football fixtures where applicable. You will retain the ability to weigh-in should you wish to attend and do so, along with keeping access to all other XLFC benefits, including but not limited to 24/7 mental health support, third party ticket offers for organised football matches outside of XLFC, sports injury & performance specialist consultations (*Booked via our website at www.xlfc.uk*). For a full list of benefits, please contact us via email at info@xlfc.uk.
6. If you have a discounted monthly membership (or a specific month discounted due a third party offer) your discounted rate will remain for the specified period after your freeze has ended. During the freeze you will be required to pay the membership freezing fee of £15.
7. When a member freezes their subscription, they must reactivate it via email to our admin account: info@xlfc.uk
8. This can be done at any time during a calendar month, however your membership will only be reinstated at the start of the next calendar month, aligning with the billing cycle, at which point in time access to all classes and football related activities (namely strength and conditioning sessions / organised football sessions / 90 minute matches), will be re-instated and become available once again.
9. If you freeze your membership during a discounted month, any multi-month discount promotion will be cancelled. Upon reactivation, your membership fee will return to the full price.

Renewing your membership.

1. Memberships automatically renew on a monthly basis, therefore members do not need to renew their membership manually.
2. Should you wish to terminate your membership, no refunds will be provided for any time that has lapsed.
3. Members will be billed for the full calendar month and notification of your intention to cancel will only be accepted if received on or before the 25th of each calendar month, with a view to cancelling from the following month.

Managing your permissions and data.

1. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. You cannot opt out of these communications. You may opt out of email and SMS communications that we may otherwise send for promotional or marketing purposes, but if you do we cannot be held responsible for any loss incurred by you not receiving membership-related communications. All processing of your personal data will be in accordance with our Privacy & Cookie policy, available at <https://www.xlfc.uk/policies>
2. For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, locations used may operate 24-hour CCTV security. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Cookie policy, available at each specific locations management team. Contact XLFC Admin for any queries around CCTV at specific locations.
3. We will securely store personal data including membership information and recorded CCTV footage in accordance with our privacy policy which is available at <https://www.xlfc.uk/policies>
4. You can contact us with any queries or concerns by emailing info@xlfc.uk from (or quoting) the email address that we hold for you or by calling us on +44(0)1184693262.

Special terms for upfront memberships.

1. Upfront Memberships can be purchased for a one-off payment that differs between locations. Please contact us via email for further information should you wish to take advantage of an annual membership offer.
2. The end date of your membership can be found on your membership details within our registration platform and will be made available to you on request via email to

info@xlfc.uk.

3. Members with an annual upfront membership may cancel or freeze their membership at any time in the event of long-term or illness. If an injury or medical condition prevents a member from using the services, they may freeze their membership for the duration of their recovery. During the freeze period, a reduced fee of £10 per month applies within the initial 12-month membership period. If the freeze period extends beyond the 12-month prepaid subscription, the standard freeze rate of £15 per month will apply.
4. The membership fee for the entire annual term is non-refundable, and no prorated refunds will be issued for the months of the freeze.
5. Pay upfront members do not have access to change their memberships or their "home" locations unless relocating to a new area/location.
6. All pay upfront memberships can benefit from a range of discounts and perks from a selection of our external partners. The partners are responsible for establishing a separate set of terms and conditions with you. XLFC Weight-loss Football cannot be held responsible for the goods or services provided by these suppliers.
7. As a pay upfront member, you may select one additional location to access alongside your designated "home" location. This selection can be made via email up to twice per calendar month. You may change your additional location at any time, free of charge, with updates taking up to five working days to process. You may access any single additional location within the XLFC network at no extra cost. However, since pay upfront membership fees vary by location, if you frequently use a higher-priced location more than your home location within a given month, you will receive a warning regarding potential misuse. If this behavior continues within a reasonable time frame, we reserve the right to revoke your additional location access, limiting you to your home location only.

Payment.

1. If your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card. You will be notified of any applicable Membership Amount at the end of the online joining process, and this amount will be confirmed to you by email.
2. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank (or recurring international Credit Card payment for overseas members) for the Monthly Membership Amount.
3. Your first Monthly Membership Amount is due on the date shown at the end of the online joining process (which will also be confirmed to you by email). Following your initial payment, XLFC may align your future billing date to the beginning of each calendar month for operational and administrative purposes. Where this applies, you will be notified in advance.
4. Monthly Membership payments are due within 7 days of the invoice or payment request being issued unless otherwise agreed in writing by XLFC.
5. If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly

Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we may debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.

6. We reserve the right, at our discretion, to change your Monthly Membership Amount fee. If this happens, XLFC will notify you by email no less than 30 days before the change is made. You are able to cancel your membership within this period, and if we don't hear from you within the period the new Monthly Membership Amount fee will apply automatically.
7. You agree to pay us the Monthly Membership Amount regardless of whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason, no refunds will be due.
8. If any payment due from you is returned unpaid, cancelled, declined or not honoured within 7 days of the invoice or payment request being issued, XLFC may temporarily suspend access to sessions, matches, teams, locations, competitions, group chats, applications and other membership services until the outstanding balance has been resolved.
9. XLFC will make reasonable efforts to issue payment reminders through its communication systems, including email and/or app notifications. It is the Member's responsibility to ensure payment details remain up to date and to contact XLFC directly if they are experiencing issues with payment or require support.
10. If outstanding balances remain unpaid by the end of the calendar month in which they fall due, and no communication has been received from the Member, XLFC reserves the right to terminate the Membership and remove access to all XLFC services and platforms.

Ending your membership.

1. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period. You may email us at info@xlfc.uk or call us via telephone on the number found at <https://www.xlfc.uk/contact>
2. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
3. If you have requested an immediate membership start date and you cancel your Membership within the 14-day period, proportionate charges will be due. We will refund to you any Joining Fee, Membership Amount and Monthly Membership Amount you have paid us, but the refunded amount will be reduced by the higher of (a) the one-day rate (for the location at the time you joined) and (b) an amount in proportion to the number of days between the start of your Membership and the date you communicated to us that you wanted to cancel. Refunds will be made no later

than 14 days after the day on which we were informed about your decision to cancel, and will be made using the same means of payment you used for the initial transaction.

4. After the 14-day cancellation period you may terminate your Membership at any time by cancelling your direct debit mandate with your bank, or by contacting our member service team if you pay via recurring card payment. No refunds will be given for unused billing periods; if you would like to continue using your membership until the end of your billing period please contact our member service team prior to cancelling your payments, otherwise your membership will cease immediately.
5. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due.
6. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the XLFC Weight-loss Football Membership Rules/Codes of Conduct which can be found at <https://www.xlfc.uk/policies>
7. In this event you will no longer be able to access any of our facilities and we will not give any refund.
8. If we do not terminate your Membership if you breach any of the XLFC Weight-loss Football Membership Rules/Codes of Conduct, or if we give you extra time to pay if you do not pay your Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due, that will not prevent us from subsequently enforcing the terms of this Agreement.
9. If you have a Membership that gives you access to a single specified location, and that location closes indefinitely, this Agreement will end and you will receive a pro-rata refund of your Membership Amount or most recently paid Monthly Membership Amount, as applicable.
10. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.
11. We consider the safety of our members and our staff to be paramount. We reserve the right to refuse any application for Membership or terminate an existing Membership where we consider that that Membership may pose a risk to the health and/or safety of other members or staff. If this happens, we will notify you of this and refund all unused Joining Fees, Administration Fees, Membership Amount or Monthly Membership Amount.

What your membership covers.

1. Your XLFC Membership is designed to provide access to a structured football-based fitness programme focused on improving overall health, fitness, wellbeing and enjoyment through regular physical activity and community support. (XLFC)
2. As part of your Membership, XLFC will make reasonable efforts to provide access to the following core services at your registered XLFC location:
 - Access to weekly football-led fitness and training activities, subject to operational requirements, venue availability and seasonal scheduling

- Small-sided games and football-based activities
 - Weight-loss and progress tracking where applicable
 - Access to qualified coaches and instructors
 - Community support, accountability and team-based activities
 - Access to participating XLFC locations subject to availability and operational capacity
 - Additional player benefits, partnerships and incentives where applicable
3. XLFC may also organise optional football matches, charity fixtures, tournaments, leagues or 11-a-side games for Members from time to time. These activities are considered an additional benefit and progression opportunity and do not form part of the guaranteed core Membership offering.
 4. Whilst XLFC will always endeavour to arrange matches and playing opportunities where possible, the number, frequency and format of matches may vary and are subject to factors outside of XLFC's control, including but not limited to:
 - Pitch availability
 - Opposition availability
 - Referee availability
 - Venue restrictions
 - League structures and scheduling
 - Weather and facility closures
 - Squad sizes and operational requirements
 5. Where applicable, XLFC may offer access to optional squads, leagues, representative fixtures or additional football activities, which may be subject to separate eligibility requirements, availability, behavioural standards, payment status and/or additional fees where applicable.
 6. XLFC reserves the right to amend, suspend or withdraw any non-core activities, matches, leagues or additional services at its discretion where operationally necessary.
 7. Membership fees are based on access to the core XLFC programme and are not calculated based on the number of matches, fixtures or playing opportunities provided in any given month.
 8. Historic or previous match frequency, fixture availability or playing opportunities do not create any ongoing entitlement or guarantee of future match provision.
 9. Any references made in marketing materials, social media, onboarding communications or previous seasons regarding fixtures, leagues or match frequency are illustrative only and may change at any time based on operational requirements.

Additional Services.

1. "Additional Services" do not form part of this Agreement and are not provided by XLFC Weight-loss Football.
2. Any "additional services" (including, for example, Personal Training Sessions, Sports Therapy and Massage Therapy) which you undertake at certain locations or agree to

pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement or agree to take part in any “additional services”, you are entering into an agreement with those individuals and not with XLFC.

3. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the “additional services” which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
4. We may provide induction services or personal reviews of your training needs. Such services are provided without additional charge.

Member satisfaction surveys.

1. From time to time we may choose to invite some of our members to participate in a survey of satisfaction. This invitation will usually be by e-mail.
2. At our discretion member satisfaction survey participation may be associated with a prize draw offering cash prizes of varying amounts to participants. Members that respond to such an invitation by completing the satisfaction survey by the advertised closing date will be entered into the draw.
3. Eligible participants will only be entered once into a particular draw. A winner will be chosen at random from all entrants to that draw within 90 days of the closing date. Winners will be contacted after the prize is drawn to arrange receipt of the prize.

Other clauses.

1. Only you, the person named in the online joining process, can benefit from this Agreement.
2. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
3. XLFC Ltd., its parent companies, its agents, employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring onto any of our premises. If such loss, damage or theft is caused by the negligent acts or omissions of XLFC Weight-loss Football or its agents, employees or subcontractors, our liability to you will be limited to £500.
4. XLFC may make reasonable changes to XLFC Weight-loss Football Membership Rules and the Membership Agreement at any time. It is your responsibility to check online at regular intervals for changes to these documents.
5. We regularly use Social Media for promotional purposes, therefore unless notified otherwise by you in writing, your taking up membership with XLFC implies acceptance of being featured in this content, which may include but is not limited to photographs, social media graphics, video content, blog content, news articles, press releases and other promotional materials used by XLFC to promote its services.
6. This Agreement is governed by the law of England and Wales.

7. You should print a copy of this Agreement for future reference.

Contact Information: For further information or to report a concern, please contact XLFC directly via email: info@xlfc.uk

Sincerely,



Chris Broadhurst

Chief Executive Officer - XLFC Weight-loss Football [XLFC Ltd.]

Approved by the XLFC Ltd. Board of Directors: 01.02.2025

#PLAYYOURWAY

WWW.XLFC.UK

