

Terms & Conditions

1. **Definitions**
- 1.1 **Application Form:** the Membership Application, direct debit instruction and the Club Rules.
- 1.2 **the Club Rules:** the terms and conditions set out in sections 1-10 below together with any other conditions stated on the Application Form or additional Club Rules required by law as amended from time to time.
- 1.3 **Fees:** the payments made by Members in connection with their Membership. The Club reserves the right to change the level of fees from time to time. The Fees fall into the following categories:
Administration/ Joining Fee: are payments incurred for the initial commencement of Memberships.
Monthly Membership Fees: these are the payments made by you for use of the facilities at the Club appropriate to your category of Membership. They are paid monthly in advance by Direct Debit.
Advance Membership Fees: these are the payments made by you for use of the facilities at the Club appropriate to your category of Membership. They are paid in advance by cash or credit card.
Other Fees: these are the charges made for sales of goods made at the Club and additional charges made for locker rental, personal training, refreshments and any other services.
Membership Categories: The Memberships that the Club honours are:
 - 1.4 **Members:** the individuals who have applied to and been accepted by the Club to use its facilities with the Club Rules.
 - 1.5 **Minimum Notice Period:** the minimum notice period to cancel Membership is one month from the date of your next Direct Debit collection.
 - 1.6 **you:** the person/s entering into this contract on behalf of yourself/ourselves
2. **About the Club**
- 2.1 The Club has the principal object of providing health and leisure facilities for Members. The Club has appointed a management team to run the Club on a day to day basis in accordance with the Club Rules.
- 2.2 The Club's management team may amend the Club Rules in order to ensure the health and safety of Members. Temporary amendments will be displayed in the Club Rules or to the location of the Club. If Changes are not acceptable to you, then you may cancel your membership by giving us the Minimum Notice Period and all Monthly membership fees paid in advance, less any sums that are owed to us, will be refunded to you in full.
- 2.3 All Fees belong to the Club and refunds of Fees will only be given as stated in these Rules. The Initial Joining Fee may not be refunded in whole or part on cancellation of Club Membership by you or if your Membership is terminated by us (see clause 3.3). If we terminate your Membership due to non-payment of Monthly Membership Fees (see clause 5.2), the Initial Subscription Fee will not be refunded in whole or part.
- 2.4 In signing the Application Form, you are agreeing:
 - (a) to pay the Fees of the Club; and
 - (b) to comply with the Club Rules.
- 2.5 We may sell or transfer the benefit of our Agreement with you or the ownership of the Club to another person, firm or company at any time without notice to Members. However, if this transfer results in a change of the Club Rules, the changes to the Club Rules will only be made after (not less than one month's) notice to Members when you will have the same rights of cancellation as in clause 2.2
3. **About your Membership**
- 3.1 If we cease to work the Club due to its sale or transfer, your Membership of the Club will (unless otherwise notified to you) continue to be valid
- 3.2 Please inform the Club in writing of any changes in your name, Membership category, address, telephone number, email address or the way in which you pay your Fees, by giving us the Minimum Notice Period.
- 3.3 We may terminate your Membership in the following situations and with the following notice periods:
 - (a) without notice if you repeatedly or seriously break the Club Rules;
 - (b) on not less than 7 days notice in writing if you do not pay Fees that you owe to the Club within 7 days of their due date.
4. **Your Membership Card**
- 4.1 On joining the club you will be issued a Membership card. Each time you visit this club you must show this card to staff at the reception.
- 4.2 Membership is personal to you and it cannot be assigned or transferred to another person and can only be refunded as stated in these Rules. As such, you may not lend your Membership card to anyone else or allow the card to be used by anyone else. If you lend your Membership card to another person then we may terminate your Membership.
- 4.3 If you wish to enter the Club without a valid Membership card, we reserve the right to refuse admission if you cannot provide alternative satisfactory proof of identity. We also reserve the right to refuse admission if you repeatedly fail to bring your Membership card.
5. **Our Fees**
- 5.1 Once you have paid the Joining/Admin Fee, your Membership will continue as long as you regularly pay the Monthly Membership fee. If you stop paying the monthly Membership Fee your Membership will be terminated by us and your Initial Subscription Fee will not be refunded by us.
- 5.2 If you are a Corporate Member and either:
 - (a) you are no longer employed by the firm, company or group of companies that arranged the Corporate Membership ("the Company");
 - or
 - (b) for a continuous period of three or more months there have been fewer than eight Corporate Members from the Company at the Club;then you may cancel your Membership following the procedure stated in clause 7 ("Cancellation by You") or we will change your Membership category.
- 5.3 **Freezing of Direct Debit Membership**
If you are unable to use the Club facilities for any reason you may suspend your Membership. You must however have completed three full months as a member to qualify for suspension. You may suspend for a minimum of one month to a maximum of six months within any period of 12 consecutive months.
6. **Paying your Fees**
- 6.1 Fees paid 12 months in advance are non-refundable.
- 6.2 If your Membership is terminated by us according to 3.3 above, any Monthly Membership or other Fees remaining unpaid and due to us, less any sums that we owe you, shall become payable immediately. Please note that the other Fees remaining unpaid shall include any amount outstanding in an Approved Payment Scheme.
- 6.3 When campaigns are ran offering a month free terms and conditions apply and the free month will only be offered at the end of the membership period.
7. **Cancellation by You**
- 7.1 If you wish to cancel your Membership you must do the following:
 - (a) cancel any direct debit you may have with your bank.
 - (b) send written notice to the Club by giving the Minimum Notice Period; and
 - (c) Pay any fees that are due up to the date of cancellation (including any amount outstanding in an approved payment scheme) less any sums we owe to you. No partial refund of Monthly or Annual subscription fees is available.
8. **Conduct**
- 8.1 You must wear appropriate clean clothes and shoes in the Club and trainers when using the equipment in the Gym. Training shoes must be worn during exercise classes unless the class instructor specifically authorises otherwise. You are advised to carry a towel with you, and asked to wipe down equipment after use.
- 8.2 In the interest of health and hygiene, you are requested to shower before entering the pool, whirlpool, steam or sauna areas, where applicable.
- 8.3 You and your guests must not:
 - (a) abuse the equipment or facilities of the Club. Any wilful, negligent or deliberate damage to Club property must be paid for by the person who caused it.
 - (b) behave in a disorderly, violent or rude manner which cause or is likely to cause offence or distress to other Members and/or their guests. Behaviour of this type is a serious breach of Club Rules for the purposes of Rule 3.3.
 - (c) smoke in any part of the Club.
 - (d) bring alcoholic or intoxicating liquor, narcotics or other mood altering substances or food into, or consume them at, the Club.
 - (e) use the facilities of the Club while under the influence of alcohol, narcotics or other mood altering substances.
 - (f) consume alcoholic or intoxicating liquor, if the Club is licensed, in any areas other than those authorised and specified by the Club.
- 8.4 We reserve the right to refuse admission or ask you to leave the Club if we reasonably believe you or your guest is in breach of any section of Rule 10.3.
9. **Disclaimer**
- 9.1 We, our agents and employees, are insured against death, loss or injury caused by our negligence (and breach of statutory) or that of our agents and employees, but we are not insured for any loss or injury caused by your negligence. If you fail to follow Health and Safety notices, the instructions of staff at the Gym or if you break the Club Rules and as a result incur costs, damages and expenses payable to the Club then you may be held liable for any of these costs, damages and expenses for which we are not insured.
- 9.2 We are not insured for, and therefore we are unable to accept liability for, any loss, damage or theft of your personal property or that of your guests which may occur on the Club premises.
- 9.3 All users must read the Health and Safety notices posted in the Club and comply with their recommendations.
10. **Other**
- 10.1 We reserve the right to:
 - (a) vary, revoke or add to these Rules, If you are unhappy with any proposed variation, please refer to section 2.2 of these Rules.
 - (b) alter the operating, the Off-Peak or the Children's access hours of the Club. We will always attempt to give at least one month's notice to all Members of any permanent changes in these hours.
 - (c) adjust the availability of certain facilities on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.
 - (d) refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours) or fail to keep an appointment for services and/or exercise programmes.
 - (e) show potential Members and other individuals the facilities of the Club and to allow them access to the Club to use the facilities on a trial basis.
 - (f) use any individual or group photographs of Members and/or guests for press or promotional purpose.
 - (g) increase or decrease the level of Fees from time to time. If you are unhappy with any proposed variation of the level of Fees, please refer to section 7.1 of these Rules.
 - (h) close the Club at its present location and either transfer your membership to another club or move the club to a new location. We may also close the club during Christmas and Easter periods or during adverse weather conditions where the opening of the gym is not down to our sole discretion. If you are unhappy with any proposed change of location of the Club, please refer to section 2.2 of these Rules.Please note that all of the above rights remain in force at all times. If we do not enforce any or all of these rights for any period of time it does not mean that we have decided to give them up.
- 10.2 All reservations for services and/or exercise programmes may be made up to one day in advance. You must give 24 hours notice to cancel reservations. If you give us less than 24 hours you may be charged for the service and/or exercise programme in full if we cannot re-book the reserved service.
- 10.3 Items left in un-rented lockers overnight will be removed and a charge will be made for their return We reserve the right to inspect the contents of lockers rented or otherwise in the interests of security. Items will be disposed off after 30 days if its not been collected.