

# IMPACT GOLF & FITNESS

## MEMBERSHIP & FACILITY TERMS AND CONDITIONS



Friendly rules for a safe, respectful and enjoyable Impact experience.

### **IMPORTANT**

Please read these Terms before joining or using the facility. Your membership and use of Impact are subject to them. Nothing in these Terms excludes or restricts rights or liabilities that cannot lawfully be excluded or restricted.

Version: August 2026

Governing law: Scots law

# 1. About these Terms

These Terms apply to memberships and to use of the Impact Golf & Fitness premises, gym, TrackMan bays, workspace, boxing/training areas, changing and common areas, car park and other facilities made available by us (the **Facility**).

Your membership is personal to you. The membership type, price, access hours, included benefits and any minimum term will be those shown when you join. Where a booking, promotion or specific membership offer contains additional terms, those terms apply alongside these Terms.

We aim to keep these Terms clear and fair. If any provision conflicts with a right you have under applicable consumer law, your statutory rights take priority.

## 2. Joining, eligibility and membership information

You must provide accurate contact and payment information and keep it up to date. Membership access credentials, codes, cards, fobs or app access are personal and must not be shared.

Members under 18 may be subject to separate junior membership rules, parental or guardian consent, supervision requirements and restrictions on equipment or out-of-hours access. We may set reasonable age limits for particular activities based on risk assessment, insurance or safeguarding requirements.

Before using equipment independently, every new member must complete the induction requirements in section 3.

## 3. Mandatory new-member induction

**Induction is a condition of use.** New members must complete an Impact induction before independent use of the Facility. We may tailor the induction to the areas included in your membership.

The induction may cover safe entry and exit, emergency exits and evacuation, first-aid and emergency arrangements, reporting hazards or damaged equipment, safe use of gym and training equipment, TrackMan bay safety, housekeeping, expected conduct and any area-specific rules.

You must follow the instructions given during induction and any safety signage or later safety update. If you are unsure how to use equipment safely, stop and ask for guidance. An induction does not replace the need to exercise within your own ability and to use equipment as instructed.

## 4. Additional induction for 24/7 access and GymSafe

**No member may use 24/7 or other unmanned/out-of-hours access until they have completed our specific 24/7 safety induction.**

This induction will explain the GymSafe safety protocol installed at Impact, including the emergency assistance arrangements available at the Facility, how and when to use the relevant panic alarm and/or intercom help point where installed, emergency procedures, evacuation, contacting emergency services, and the importance of preventing unauthorised entry.

GymSafe may provide monitored panic alarms or intercom help points, 24/7 operator support, emergency CCTV access and liaison with emergency services or keyholders, depending on the services installed at Impact. Members must use the system only for genuine safety, security or emergency purposes and follow the induction provided by Impact.

**24/7 access is for the authorised member's own use.** You must not admit, escort or allow any non-member, guest, group or other unauthorised person into the Facility during unmanned/out-of-hours periods. You must not allow another person to follow you through a controlled access point ('tailgating').

If you believe someone has entered without authority, do not put yourself at risk. Follow the security procedure explained during induction.

Misuse of access credentials, deliberately bypassing security, admitting unauthorised persons or misuse of emergency/security systems is treated as a serious breach and may result in immediate suspension while we investigate and, where appropriate, termination of membership.

## 5. Access hours, bookings and included benefits

Your access is limited to the hours and areas included in your membership. For example, a standard membership may have set daily access hours while a qualifying 24/7 membership may permit access at any time, subject to temporary closures and these Terms.

TrackMan bays and other bookable services are subject to availability and booking rules. Included TrackMan hours are personal to the member and, unless we expressly state otherwise, do not roll over between membership months, have no cash value and cannot be transferred or resold.

Members must arrive and finish within their booked time. Repeated no-shows, deliberate over-running or booking abuse may lead to reasonable booking restrictions after warning.

## 6. Guests and non-members

Guests and non-members may only use the Facility where the relevant service permits it, any required fee has been paid, and Impact's guest or booking rules are followed.

**No guest rights apply during unmanned/out-of-hours access unless Impact has expressly authorised a specific supervised event or arrangement.** A 24/7 member cannot use their membership to provide access to friends, family, colleagues, groups or other non-members.

You are responsible for ensuring any guest you are permitted to bring follows staff instructions and Facility rules. We may refuse or end guest access where reasonably necessary for safety, security or conduct.

## 7. Safe use of the gym and equipment

Use equipment only for its intended purpose and in accordance with instructions, signage and your induction. Use appropriate footwear and clothing, return equipment after use, keep walkways clear and wipe down equipment where required.

Do not use equipment that appears damaged, unsafe or faulty. Stop using it, prevent use where reasonably possible without putting yourself at risk, and report it to Impact promptly.

Do not deliberately drop, throw, strike, modify or misuse equipment except where the equipment and designated area are specifically designed for that activity. Reckless or deliberate misuse, vandalism or repeated disregard of safety instructions will not be tolerated.

You must not use the Facility while impaired by alcohol, illegal drugs or any substance that makes safe participation inappropriate. Smoking and vaping are not permitted inside the Facility.

## 8. TrackMan bay and golf safety

Only swing a golf club within the designated hitting area and only when the bay is clear. Before swinging, check that nobody is within the swing path or unsafe area. Do not walk into another user's hitting area while play is in progress.

Use balls, clubs, screens, mats and simulator equipment responsibly. Deliberately striking balls away from the intended screen/target area, horseplay with clubs, or other unsafe behaviour is prohibited.

Children and junior users must comply with the supervision and age rules applicable to their booking or membership.

## 9. Boxing and functional training areas

Boxing and functional training equipment must be used only for its intended training purpose. Coached classes and lessons are subject to separate booking arrangements and instructor rules.

Members must not conduct unsanctioned sparring, fighting or contact activity at the Facility. Any permitted boxing activity must comply with Impact's rules, the designated use of the area and any coaching/supervision requirements.

## 10. Health, fitness and personal responsibility

Exercise and sport involve inherent physical demands. You are responsible for choosing activity appropriate to your ability and for stopping if you feel unwell, faint, unusually short of breath, in pain or otherwise unable to continue safely.

If you have concerns about whether exercise is appropriate for you, you should obtain appropriate professional advice before participating. Please tell us about any accessibility requirement or other practical adjustment you reasonably need so we can consider how best to assist.

In an emergency, call 999 where appropriate and use the Facility's emergency arrangements. During unmanned hours, follow the GymSafe and emergency procedures covered in your induction.

## 11. Conduct and respect for others

Impact is a shared environment. Treat members, guests, staff, contractors and neighbours with respect. Threatening, abusive, discriminatory, sexually inappropriate, intimidating or violent behaviour is not acceptable.

Do not behave in a way that creates an unreasonable safety risk, seriously disrupts others, damages the Facility or prevents others enjoying their membership.

We may require a person to leave immediately where reasonably necessary to protect people, property or the safe operation of the Facility.

## 12. Cleaning, hygiene and personal belongings

Please leave equipment and shared areas ready for the next person. Use bins provided, clean up spills promptly or report them, and follow any hygiene rules displayed.

Personal belongings remain your responsibility. Use lockers or storage areas where provided but do not leave valuables unattended. Any exclusion of liability in these Terms is subject to section 18 and your statutory rights.

## 13. Parking and vehicles

Parking is provided for users of the Facility subject to availability and any displayed restrictions. Vehicles and their contents are left at the owner's risk.

Impact does not accept responsibility for theft of, loss of or damage to vehicles or property left in vehicles **except to the extent that the loss or damage is caused by our negligence, breach of statutory duty, or another liability that cannot lawfully be excluded or restricted.**

Do not obstruct access, emergency routes, neighbouring premises or designated accessible spaces. Vehicles may be subject to any separately displayed parking controls.

## 14. CCTV, security and access monitoring

For safety, security, access control and incident management, CCTV and access-control systems may operate at the Facility, including during unmanned hours. GymSafe or other authorised security providers may support monitoring and emergency response where contracted by Impact.

Personal data will be handled in accordance with our privacy information and applicable data-protection law. CCTV or security systems are an additional safety measure; they do not remove the need for members to follow safety rules or take reasonable care.

## 15. Damage, loss and charges

Please tell us promptly if you accidentally damage equipment or property. We understand that genuine accidents can happen.

Where a member or their permitted guest deliberately, recklessly or negligently damages equipment or property, we may seek the reasonable cost of repair or replacement to the extent permitted by law. We will not impose arbitrary penalties.

Where we reasonably believe deliberate or serious misuse has occurred, access may be suspended while the matter is investigated.

## **16. Membership payments, changes and cancellation**

Membership fees are payable in accordance with the payment schedule agreed when you join. Any minimum membership period, joining fee, recurring payment arrangement or notice period will be clearly presented before you commit.

We will not use cancellation terms or charges that unlawfully create a significant imbalance against consumers. Any cancellation charge must be fair and reflect the applicable agreement and circumstances.

If we propose a material change to the price or core membership service, we will give reasonable advance notice and, where required by law or fairness, an appropriate right to cancel without disproportionate penalty.

If you purchase membership online or otherwise at a distance, any statutory cancellation rights that apply will be explained during the joining process.

## **17. Suspension and termination for misuse**

Our preference is always to resolve problems sensibly. For minor issues, we will normally explain the concern and give the member a reasonable opportunity to correct their behaviour.

We may suspend access immediately where we reasonably consider this necessary for safety, security, suspected unauthorised access, serious misconduct, non-payment, deliberate equipment misuse, or to investigate a potentially serious breach.

We may terminate membership for a serious breach or repeated breach after warning where appropriate. Examples include violence or threats, deliberate vandalism, theft, fraudulent access, sharing access credentials, admitting unauthorised persons during out-of-hours access, serious or repeated safety breaches, or deliberate misuse of GymSafe/emergency systems.

Any suspension or termination decision will be exercised reasonably and proportionately. This section does not affect either party's statutory rights.

## **18. Our responsibility to you**

Impact will take reasonable care in operating and maintaining the Facility and in managing risks arising from our activities. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

We are not responsible for loss that was not reasonably foreseeable when the contract was made, or for loss arising from your own failure to follow reasonable safety instructions, except where the law provides otherwise.

Nothing in these Terms affects your rights under the Consumer Rights Act 2015 or other applicable consumer protection law.

## **19. Temporary closure and changes to facilities**

We may occasionally need to close or restrict part of the Facility for maintenance, cleaning, safety, emergencies, events, equipment replacement or circumstances outside our reasonable control. We will try to minimise disruption and give notice where reasonably practicable.

We may make reasonable changes to equipment, layouts, opening arrangements and timetables. If a change materially reduces the core service you contracted for, we will deal with the impact fairly and in accordance with consumer law.

## 20. Complaints, incidents and feedback

If something is wrong, please tell us. Safety hazards, accidents, security concerns and equipment faults should be reported as soon as reasonably possible using the contact or incident-reporting arrangements provided at the Facility.

If you have a complaint about membership or service, contact Impact Golf & Fitness using the contact details published on our website. We will aim to investigate and respond fairly and promptly.

## 21. General legal terms

If a court or competent authority decides that part of these Terms is invalid or unenforceable, the remaining provisions will continue to apply.

A delay by either party in enforcing a right does not automatically waive that right.

These Terms and your membership agreement are governed by **Scots law**. Nothing in this clause deprives a consumer of any mandatory protection or right to bring proceedings in a court that applicable consumer law gives them.

## 22. Member acknowledgement

By joining and using Impact, you confirm that you have had the opportunity to read these Terms and agree to follow the Facility rules and safety instructions applicable to your membership.

**24/7 members additionally confirm that they will not use their access to admit non-members or groups during unmanned/out-of-hours periods and will complete the required GymSafe safety induction before using out-of-hours access.**

### MEMBER SAFETY PROMISE

Use the space responsibly. Respect the people around you. Look after the equipment. Never share 24/7 access. If something does not look or feel safe, stop and tell us.

**Drafting note:** This document is a business-ready draft based on the membership model currently being developed for Impact Golf & Fitness. Before launch, insert the correct legal entity name, registered/trading address, contact details, payment/cancellation mechanics, privacy notice link, safeguarding rules and the exact GymSafe configuration installed at the premises. Independent Scottish legal review is recommended before these Terms are issued to consumers.