

TERMS AND CONDITIONS

1. Definitions:

1.1 The Club: GYM LOCATION

1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you with your application

1.3 Commitment Period: The minimum term you are committing to remain a member of the Club from the Start Date of to the commitment period end date.

2. Membership:

2.1 By joining this Membership the member agrees to comply with these Terms and Conditions of Membership and the Club Rules. No signature is required for confirmation of this membership. Your first completed payment to the club will activate the terms laid out in this agreement.

2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid or you have made payment arrangements acceptable to the Club.

3. Duration:

When you join GYM LOCATION you are agreeing to remain a member for the commitment period of at least 1 full months. Your membership will continue after this minimum term unless you cancel the membership by giving one full months' notice. The only way to cancel is via the GYM LOCATION app. Once cancelled, your membership will terminate at the end of the following calendar month. The cut-off date for cancellation is the last day of a calendar month. **EXAMPLE** – If you cancel any day in April, your final month will be May.

4. Fees:

4.1 If your bank fails to make a due payment from your account, we will write to advise you of this. There will be a late fee of £20.00 added to your account if your monthly membership payment has not been made by midnight on the 1st of the month.

4.2 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.

4.3 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than £90 to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership fees, will be the responsibility of the member and will be legally recoverable from the member.

5. Membership Freeze:

5.1 A membership can be frozen for a maximum of 1 month for a fee of £5.00.

5.2 A request to freeze must be sent via email.

5.3 One full months notice is required for a membership freeze. Example – To freeze for April, a request must be sent any day in February.

5.4 Memberships within a minimum term cannot be frozen.

6. Termination:

6.1 Termination by the Club We may terminate this agreement in the following circumstances:

(a) You commit a serious or repeated breach of this agreement or the Club rules and the breach, is not remedied within 7 days of receipt of a default notice

(b) If any part of your membership fee remains unpaid 30 days after its due date for payment.

Termination for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any costs incurred.

6.2 Termination by you

(a) Terminate your membership by giving the Club at least 1 full months' notice. The only way to cancel is via the GYM LOCATION app. Once cancelled, your membership will terminate at the end of the following calendar month. The cut-off date for cancellation is the last day of a calendar month.

(b) Cancelling your payment instruction for the payment of fees is not sufficient. We do not accept cancellation requests if an account is in arrears.

(c) You may terminate this agreement within your minimum term with 1 months' notice if you relocate outside of a 10km radius of the club. We will request reasonable evidence and the final decision rests with the club.

7. Club Rules:

7.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days' notice to members, except in the case of emergency.

7.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

8. Restriction of Liability:

8.1 GYM LOCATION will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.

8.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

8.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:

(a) Your own fault

(b) A third party unconnected with our provision of services under this agreement or

(c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

9. Health & Safety:

Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

HEALTH COMMITMENT STATEMENT

Our commitment to you

1. We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

2. We will make every reasonable effort to make sure our equipment and facilities are in a safe condition for you to use and enjoy.

3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.

2. You should make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff are not qualified doctors, but there will be a person available who has had first-aid training.

4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely. Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other. This statement is legally binding agreement between you and us and does not create any obligations which you or we must meet.

CLUB RULES

To help keep the atmosphere and create a respectful environment for all members we politely request that the following rules be observed

FITNESS AREAS

Club approved footwear and clothing must be worn at all times. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Our Club website and App.

CLASS BOOKING

Members can book classes 7 days in advance.

1. If unable to attend a booked class, members must cancel their booking no less than 4 hours before the start of the class. Members who fail to do so will be liable for a £4.00 fine.
2. Members must be ready at least 5 minutes before the class. The doors will be closed one minute before the start of each class and will not be re-opened for late comers. This will be classed as a no-show and members will be liable for a £4.00 fine.

NON-MEMBER ACCESS

GYM LOCATION is a members only club. Non-members are not permitted to access the gym.

Any member allowing access to a non-member will incur a fine of £50.00 and have their membership suspended while an investigation is carried out. The investigation will take a minimum of one week and a maximum of 6 weeks. You will still be charged your monthly membership fee during this period and will not accept a cancellation request while a membership is suspended.

LOST PROPERTY

All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for a minimum of Two weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

SAFETY AND HYGIENE

In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, activity areas. No pets will be allowed in the Club premises, with the exception of guide dogs. Entry to the Club is only permitted at the Club reception and entrance. Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason. In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

RETURN EQUIPMENT AFTER USE

At GYM LOCATION we take extra steps to make sure our members have the best possible experience when attending the club and keeping the gym tidy is priority. One of the ways we maintain a tidy gym is regularly reminding members to return equipment. Members who fail to follow this will be issued with a £5.00 fine which will be collected automatically.

BEHAVIOUR

If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated. All minors using the Club must be supervised by an accompanying adult at all times.

COMMENTS AND COMPLAINTS

Please refer to any comments or complaints to a member of the Club staff or email info@gym-location.co.uk

GENERAL

No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club. The Club is a non-smoking environment.

HEALTH COMMITMENT STATEMENT

Upon joining the Club all new members are required to read the Health Commitment Statement and inform the Club of any physical or medical condition which could affect the members ability or suitability to take part in physical activities. Only if the Club's staff are fully and accurately informed, can they assess the member's health and fitness level and prepare an appropriate exercise program. The Club strongly recommends that all members seek medical advice before commencing a new exercise programme and The Club reserves the right to request a doctor's certificate and to reject a membership application if a satisfactory doctor's certificate is not received by The Club.

HEALTH & SAFETY

CLEANLINESS & HYGIENE

We maintain the highest standards of cleanliness and hygiene, our gyms and the equipment are frequently cleaned. So that you can workout with confidence, we invest in extensive cleaning, air ventilation systems, and self-cleaning stations for members to wipe down the equipment.

CCTV

We continuously invest in maintaining our operations and systems so that our members can feel reassured. All of our gyms have CCTV, 24 hours a day, 365 days a year, so that everything inside of our gyms is recorded.

FIRST AID KIT

There are First Aid kits within our gyms and staff who are first aid qualified so they can help in a first aid emergency.

FURTHER SAFETY MEASURES

In addition, our further safety measure include: – Staff trained for emergencies – Regular, scheduled maintenance of facilities and equipment – Spacious and safe equipment layout – Correct air ventilation and extraction systems – Free drinking water stations – General & Fire risk assessments in place. – Safety records and incidents maintained – Regular night audits and safety audits

UNSTAFFED HOURS

Our Gyms are open 24 hours a day, however, these sites are often not staffed between the hours of 8.00pm to 8.00am weekdays and 8.00pm to 8.00am weekends. We would advise the following when the gyms are unstaffed:

- It is imperative that you are fit to workout. If you have any conditions or illnesses that might be a risk, it is best to get advice on how to exercise and perhaps only visit during staffed hours.
- Some of our state-of-the-art equipment may be complex, especially the first time you try them. The majority of our equipment show instructions so take the time to understand how to use them.
- Familiarise yourself with the layout of the gym and the equipment and know where the emergency exits are. These are very important if you workout during unstaffed hours.
- Where you can, bring a workout partner. It's more fun with a friend and you can watch out for each other. If this is not possible, keep other members close to hand just in case you need some support.

EMERGENCY - UNSTAFFED HOURS

When using GYM LOCATION during unstaffed hours: Suspect a fire? Press the nearest red fire call point.

Fire Alarm Sounding Evacuate the gym through the nearest and safest exit and make your way to the assembly point. Do not go back into the changing rooms or lockers to collect your belongings.

MEMBER CONSENT, WAIVER AND RELEASE FROM LIABILITY

Whilst using GYM LOCATION facilities members accept total responsibility for their own state of health and physical condition. Members MUST advise staff of any personal current disability such as blindness, deafness, heart condition, epilepsy or other condition PRIOR to using the facilities, in order to avoid accidents, injuries or misadventures to themselves and others. If your health or medical condition changes during your period of membership, it is your responsibility to notify a member of staff as soon as possible.

Please be aware that the gym will not be staffed between the hours of 9.00pm to 6.00am weekdays and 8.00pm to 8.00am weekends. It will be continuously monitored by CCTV. Should a fire alarm sound during this time, you must take it upon yourself to get out of the building as quickly as possible using the appropriate exit. There are emergency call buttons around the gym linked to a call centre, should you need emergency assistance. You hereby acknowledge that participating in activities sanctioned by GYM LOCATION may involve risk of personal injury and/or damage to property belonging to others as well as to yourself. In exchange for being permitted to participate in GYM LOCATION programs, routines and classes, whether indoor or outdoor facilitated by GYM LOCATION personnel, you knowingly and voluntarily agree to all terms and conditions outlined in the waiver to release GYM LOCATION from any and all liability. You also declare that you are in good health, have no physical conditions that affect your ability to participate in any sanctioned activity conducted by GYM LOCATION and have not been advised otherwise by a medical practitioner.

You undertake to immediately advise GYM LOCATION if you observe any unsafe condition in grounds, facilities or equipment. You totally assume liability for all risks associated with your participation including, without limitation, the risk of any negligence or recklessness by other participants. You fully understand that there maybe risks involved which are not known to you, nor to GYM LOCATION at the time of the activities in which you may participate and agree to assume such unforeseeable risks and agree to indemnify, defend and hold harmless GYM LOCATION and their employees, agents and volunteers from any claims, causes of action, damage, judgements, liabilities, fees (including legal fees), costs and expenses incurred by GYM LOCATION as a result of my unlawful actions or failure on your part to act during any activity.

The use of any slide in our facilities must be with care. Please do not use the slide if you have not had a slide induction with member of staff. You must follow the safety guidance provided. Do not Use the slide if – you are pregnant, over 50, under 18, have had surgery within the last 2 years, have any heart condition, are wearing shorts, are wearing short sleeve top,