

TERMS AND CONDITION

1. Definitions:

1.1 The Club: Gym Sutton.

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 the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date. If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

4. Fees:

4.1 If your bank fails to make a due payment from your account, we will write to advise you of this. We reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than £15 for failed payments and of no more than £5 for letters sent to you in respect of unpaid amounts.

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 £30 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. Suspension of Membership:

A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month (1st-31st) and a maximum of 3 months. 30 days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate or suitable medical proof. A reduced monthly fee of £5 will be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold.

Notice to terminate membership cannot run concurrently with a suspension period.

6. Termination:

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

(a) if you commit a serious or repeated breach of this agreement or the Club's 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.

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

6.2 Termination by you

You may terminate this agreement in the following circumstances:

(a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period.

(b) You may terminate your membership by giving the Club at least 1 full calendar months' notice, so that your membership will terminate at the end of the following calendar month after notice was given.

(c) Cancelling your payment instruction for the payment of fees is not sufficient.

(e) You may terminate this agreement on 1 calendar months' notice if you Relocate outside of a 7km 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 Subject to paragraphs 10.2 and 10.3, the Club 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

The Club's opening hours, as amended from time to time, are displayed at reception.

Members must ensure they cease use of the Club facilities at least 30 minutes before the Club closes to allow adequate time for showering and dressing.

USE OF GYM & CLASSES

We stand by 3 main rules –

1. If unable to attend, member 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 £15.00 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 class as a no-show and members will be liable for a £15.00 fine.
3. Look after your gym by wiping & returning equipment after use.

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.

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.

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.

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.