



## Terms and Conditions

**These rules have been created in the interests of all the members to help them enjoy the facilities offered by the club in a healthy and safe environment**

### **Name**

The name of the club is The Gym Factory LTD

### **Objects**

The object of the Club is the promotion of physical fitness, well-being and the enjoyment in a sociable environment with the other advantages and facilities of a club

### **Management**

The General Management of the affairs of the club in all matters is under the entire control of, and is conducted by, the proprietor or the appointed representative of the proprietor.

### **Membership**

Every candidate for membership MUST BE 16 years of age or over.

### **Application for Membership**

- a) Applications for membership must be on the forms provided for that purpose and must be signed by the applicant(s) for membership. Candidates may be subject to an interview at the discretion of the proprietor or may be put on a waiting list.
- b) Acceptance of members is at the sole discretion of the proprietor who need not give reasons for refusing an applicant for membership.

### **Interpretation**

- a) In these Rules and Bylaws referred to therein the headings are for ease of reference only and shall not be taken into account in their interpretation.
- b) In any provision within these Rules and the Bylaws referred to therein be declared illegal or otherwise unenforceable the remaining provisions shall remain in corporate force and effect.
- c) In these Rules and the Bylaws referred to therein words importing one gender include all other genders and words importing the singular include the plural and vice versa.

### **Disputes**

Any dispute or difference, which may arise with regard so the interpretation of these Rules and the Bylaws referred to therein, shall be determined by the Proprietor whose decision will be final and binding on all Members of the Club.

### **By-Laws**

Particulars of the charges for the various facilities of the Club can be obtained from the Proprietor. They are not printed here as they may be subject to change.

### **Opening Hours & Use Of Facilities**

- a) With the exception of certain public holidays when opening hours may vary and subject to the discretion of the Proprietor the Club will be open everyday.
- b) The Club may at anytime and without penalty withdraw all or part of the Club facilities for any period or periods and with or without notice in connection with any cleaning repair, alteration or maintenance work or for any other reason which the Proprietor of the Club may deem appropriate. No credit or refund will be issued.

### **Smoking**

Smoking is not permitted on the premises.

### **Dress Code & Behaviour**

- a) All members and their Guests are asked to wear a form of dress appropriate to the place, occasion and time of day at the Club. Members and Guests will on occasions expected to be appropriately dressed when entering the Club and may be refused admission or asked to leave or change once admitted if in the opinion of the Manager on Duty they are not suitably dressed.
- b) Members, Member's Children and Guests are expected to conduct themselves in the proper manner in keeping with the image of the club and its Members are not to behave in an antisocial or disruptive manner.
- c) Members attending the fitness suite must have a suitable towel for the purposes of cleaning equipment after use and appropriate gym shoes must be worn in the fitness and gymnasium training area.

### **Gymnasium**

- a) All weights and equipment must be replaced after use.
- b) Children under 16 are not permitted to use the Gymnasium unless it is in a prearranged class organized and supervised by the Club.
- c) Access to the gymnasium may be limited in the event of classes or pre-organised sessions. Details of these will be posted on a Club notice board.

### **Lockers**

- a) Lockers must be emptied after every visit. Locker keys cannot be taken off the premises.
- b) Lockers are provided on a daily basis for the duration of members stay only. Any items left overnight will be removed. A £25.00 release fee will apply and items will be dealt with as lost property as detailed below if not collected
- c) Any member who loses a locker key shall pay £20.00 to cover the cost of replacing the lock
- d) Any member who damages a locker will be liable to pay a £50.00 fee for repairs.
- e) Personal belongings are stored in the lockers at members' own risk, the proprietor cannot be held responsible for any belongings that are lost or stolen.

### **Safety & Hygiene**

- a) In the interests of safety and hygiene, no crockery or drinking glasses are allowed in the changing rooms and gym area.
- b) With the exception of guide dogs, no pets will be allowed into the club buildings or grounds.
- c) Other than in the event of a fire or other emergency, entry to the club is only permitted at the club reception entrance. The fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with or hinder the operation of these exits in any way. The proprietor reserves the right to levy an administration charge in the event of the misuse of any of the fire exits, fire alarms and other security systems which shall include but shall not limit to resetting such systems and any third party costs directly arising from such misuse.
- d) In the event of a fire, members and their guest/s are asked to make their way in an orderly fashion to the nearest available exit. Members and guests are asked to familiarize themselves with the notices regarding the fire procedure and to abide by these rules. This will be displayed on a club notice board.

### **Lost Property**

All lost property found on the club premises should be handed into the club reception. The club will store lost property items for 7 days. Unclaimed items after this period will then be donated to charities.

### **Liability**

- a) Other than the lockers provided by the club in which property is stored entirely at the owners risk and for which no liability or loss or damage will be accepted by the club, the club is unable to store or secure any property for members. No members of staff or any third party is authorized to offer any such service or provide security. Therefore the club will accept no responsibility or liability for the loss or damage to money, valuables or other personal problems of members or guests of the club and their children and any other person. Guests of whom shall for the purpose of this paragraph 17 shall be referred to as ("club users")

- b) Vehicles, bicycles, etc parked or left in the club car parks or elsewhere on the premises of the club is entirely at the owner's risk.
- c) The club will accept no liability for any accident that may occur to any club users on the premises or within the grounds of the club.
- d) Any club user who suffers any accident on the premises or on the club grounds must report the accident and the circumstances under which it occurred to the club manager or the duty manager immediately following the accident.
- e) Neither the management nor the employees or agents shall be responsible for any damage, injury or loss occurring at the club or at any activity or function operated, organized, arranged or sponsored by the proprietor which is caused by any acts of omissions of any club user. Any such club user shall indemnify the proprietor and the club against any liability or damage, injury or loss caused by any such club user.
- f) Any club user who in any way makes use of or accepts the use of any apparatus, facility privilege or service of the club or who engages in any games, exercises, competitions or other activity operated, organized, arranged or sponsored by the club shall do so at entirely their own risk and shall hold the proprietor and the club harmless from any and all loss, cost, injury, damage or any other liability sustained there from and/or resulting from any act or any officer of the club save where any such liability cannot be excluded in law.

**General**

- a) No illegal betting or gaming, drunkenness, bad language or other misconduct is permitted on the club premises.
- b) Gym Factory merchandise is non-refundable.
- c) Members must provide their membership number on every entry, admission will be refused otherwise.
- d) All members must have their picture taken when joining.
- e) Annual membership is non-refundable and must be continuous. Member must complete a new application form at renewal.
- f) You must not partake in any physical activity at this club if you have any health condition unless a doctor has approved the participation in the activity.