

## **1. The Club**

**a)** The Club is managed by Energy Fitness Professionals (the Company) where the principle objective is to provide health and leisure facilities for the Club members and their guests. The Company has appointed a General Manager who, together with the management team, is responsible for the operation of the Club in accordance with these rules.

**b)** You agree to comply with the rules of membership as detailed below, and relate to the opening hours, use of facilities and your conduct. The management may make reasonable changes to these rules at any time provided we give you reasonable notice of the change.

## **2. Membership**

**a)** Membership is subject to the rules and regulations of the Club.

**b)** The management reserves the right to reject an application of membership to the Club.

**c)** Membership is personal to the member. All memberships are non-assignable, non-transferable and non-refundable, except as specified in these rules and only at the discretion of the management.

**d)** Upon acceptance, the member may be issued with a membership card (which shall remain the property of the Company) and the member shall be entitled to all of the rights and privileges exercisable by the class of membership for which his/her application has been accepted.

**e)** A member may not loan or permit to be used by anyone his/her membership card. The Company can assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.

**f)** If a membership card is lost/mislaid or no longer working, the management will replace the card for a nominal charge.

**g)** Any member wishing to enter the Club without a valid membership card will only be admitted with the absolute discretion of the management.

**h)** If no membership card is assigned to the member, then the individual agrees to abide by the club rules for signing in, or using the biometric finger print system.

## **3. Joining Fee and Membership Dues**

**a)** All members shall pay an initial pro rata and/or joining fee upon becoming a member of the Club, which shall be due immediately upon the member's application being accepted. Joining fees are subject to change without notice.

These fees apply to all memberships unless discounted as part of a promotion.

**b)** Initial joining fees are non-refundable. Where a joining fee is paid on a student membership, the joining fee will cover a 3 year period providing the membership is not cancelled/lapsed and consecutively paid for.

**c)** This agreement commences once you have indicated your acceptance by signing the membership forms or completing the web sign-up process. Your membership starts immediately and you will be entitled to all the rights and privileges exercisable for the type of membership chosen.

**d)** Membership fees are payable annually, six monthly or quarterly in advance, or monthly by Direct Debit. Direct Debit payments will be deducted on or around the 01<sup>st</sup> of each calendar month. This may occasionally vary due to bank holidays and weekends.

**e)** Membership fees may be increased subject to 10 days notice and with the discretion of the management.

**f)** Any lapses in membership, including monthly Direct Debit, will result in the joining fees being recharged on return. All decisions of the management under this clause are final and binding.

**g)** All Direct Debit memberships are subject to a minimum 6 or 12 month contract from the date of the first Direct Debit payment, unless otherwise stated. After the 6 or 12 months any member wishing to cancel must provide a minimum of 30 days notice in writing to the Club Manager. This must be done electronically, hand-written/ posted letters will no longer be accepted. In some circumstances where notice is given mid-month the notice period will be greater than 30 days as the following months subscription must be paid.

**h)** You are obligated to make the minimum number of Direct Debit payments stated, with the first one being paid on the 1<sup>st</sup> DD payment date and then every month thereafter. You are obligated to make every Direct Debit payment regardless of non-attendance, except where the cancellation terms stated are met.

**i)** Members who cancel their Direct Debit before the expiry of the 6 or 12 month contract may be subject to legal action to reclaim any outstanding sums owed. If you fail to make any amount due under this agreement, for a period of more than thirty days, then we may pass the debt onto a third party for collection. Any additional costs incurred by Energy Fitness Professionals in the pursuit of a defaulted contract will be added to the outstanding sums owed by the member. By signing a copy of the Direct Debit Mandate, or agreeing electronically, the member has accepted these terms and conditions and will be bound by them.

**j)** Credit or Debit card details must be supplied at the time of joining. These will be used if any member is in breach of their contract or has not provided the Club with a minimum of 30 days notice or has defaulted on a payment. This may occur via an online facility and credit card payments are subject to a 2.5% charge. Each member will agree to these terms and conditions and will be bound by them.

**k)** Defaulted members in arrears will be passed on to a debt collections agency and will be subject to a £40.00 admin fee plus the outstanding debt total. Further fees may also be charged.

**l)** Each time a Direct Debit payment is resubmitted, Energy Fitness Professionals incur a bank charge. The management reserves the right to charge an additional fee of £2.50 - £5.00 for each resubmission made on the member's account(s).

**m)** At the discretion of the management, member's can freeze their membership up to a maximum of 6 months at any one time. All members' that wish to be frozen will be required to pay a £5.00 charge for each frozen month. Members will not be able to cancel their membership whilst their payments are frozen, and frozen months do not form part of the minimum contract term.

**n)** Renewal of memberships is due after completion of the minimum membership period (6 or 12 months) and subsequent 6 or 12 month periods thereafter. Members are given the option to either renew their existing membership with the Terms and Conditions set out above prevailing for a further 6 or 12 month period, switch to a different membership tariff, or pay their membership fee in one annual lump sum. Where members choose to renew their existing membership, members will have the ability to cancel their membership by providing a minimum of 30 days' written notice provided to the Management of the club. Please refer to section 3f above.

**o)** Payments made by credit card are subject to a 2.5% charge.

**p)** At sites where student memberships are offered on Direct Debit, it is agreed that students will be exempt from debt recovery if payments are defaulted, and will be required to provide a minimum of 30 days' notice.

**q)** Student DD membership payments can be placed on a payment freeze between 01 June and 31 August annually providing the student notifies the club in advance between 01 September and 01 May.

#### **4. Reasons for Termination of Membership**

**a)** The management may terminate the Membership of any member without notice and with immediate effect if:

**i)** A member's conduct is the subject of complaint by another member or members, and is such that in reasonable opinion of the Company it may be injurious to the character or interests of the Club, or is such that it renders the member unfit to associate with other members of the Club.

**ii)** The member shall have committed any breach of the rules and regulations of the Club, which are in operation.

**iii)** If any part of the initial subscription fee or the monthly membership charge remains unpaid after the due date.

**iv)** And upon notice in writing, if the Company is of the opinion that the member is not a suitable individual for continued membership of the Club.

**b)** A member whose membership is terminated shall forfeit all of the privileges of membership with immediate effect without claim for any refund of his/her initial joining fee or monthly membership charges paid in advance, and shall remain liable for any part of the initial joining fee which remains due to the Company at the date of termination of membership.

**c)** On termination of his/her membership the member must return his/her membership card and any other evidence of membership provided to that member by the Club and shall settle any outstanding debts.

**d)** Any member can cancel their membership by providing the required minimum of 30 days written notice to the Club Manager, with such notice to take effect at the end of the relevant monthly period. Please refer to section 3f above. All subscriptions and dues must be fully paid up at the time of cancellation.

**e)** Where the payment method is Direct Debit, and the final payment has been made, you should also cancel your Direct Debit mandate with your bank. EFP are not obliged to refund any fees where the member has not cancelled the instruction and is unable to provide proof of a valid cancellation request.

**f)** Memberships paid upfront in full will expire automatically at the end of the term, unless the member chooses to renew. No refunds are applicable for any portion of fees paid upfront.

**g)** This agreement may be cancelled in the event of an illness/ injury or medical condition, which in the written opinion of a Doctor prohibits exercise for 3 months or longer upon appropriate proof being provided.

**h)** This agreement can be cancelled upon appropriate proof of redundancy from your employer.

**i)** This agreement can be cancelled in the event of pregnancy upon appropriate proof being provided.

**j)** Any cancellation for the above reasons will not be put into effect until the required proof is provided and received.

#### **5. Limitation of Liability**

**a)** In consideration for the management accepting his/her application for membership of the Club, and for he/she remaining a member of the Club, the member agrees that neither the Company or its employees or agents shall be liable for any damage, loss or theft of any property belonging to the member, or brought to the Club by a member, unless caused by negligence of the management, employees or agents of the Company. The Company, its employees or agents shall not be responsible for any death, injury or illness occurring upon the Club premises, or as a result of use of the facilities and/or equipment provided by the Club, except to the extent that such death,

personal injury or illness arises from any negligent act of the Company or its employees or agents.

**b)** It is advised that while the gym is unsupervised members should not exercise alone. It will be the member's responsibility to ensure that appropriate measures have been undertaken.

#### **6. Physical Condition of the Member**

**a)** The member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise, and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.

**b)** The member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or any other ailment (such as open cuts, abrasions, open sores, or minor infections) where there is a risk such use may be detrimental to the health, safety, comfort or physical condition of other members.

#### **7. Guests**

**a)** Members' introducing guests shall ensure that their guests complete a Guest Pass and par-q, and pay the current fee for a Guest Pass.

**b)** Guests' must be accompanied by the member introducing them, and will be responsible for the Guests' actions whilst on the Club premises.

**c)** No more than three guests can be introduced to the Club at any time by the same member. Prior approval must be granted by the Management for additional guest entry.

**d)** Guests with a valid Guest Pass will have the same membership privileges as the member who is escorting them and will be subject to the same rules. It is the responsibility of the member introducing a guest to ensure that the guest complies with the Club Rules.

**e)** The management reserves the right to exclude any guest from the Club without giving any reason for doing so, and may regulate charges levied for Guest Passes.

#### **8. Children**

**a)** Children under 18 years of age are not permitted to use the facility. Teenagers (16 – 18 years) are only permitted to use the facility after completing and signing a membership form and his/ her parents/guardian have signed a disclaimer form. Management may deem it necessary for the user to be accompanied by an adult. Management reserve the right to terminate membership should the user misuse equipment or misbehave.

#### **9. Dress**

**a)** Appropriate clean clothing and shoes must be worn at all times in the Club and during classes (unless otherwise advised by an instructor). Trainers must be worn while using equipment in the gymnasium.

#### **10. Reservations**

**a)** All reservations for service and/or programmes may be made up to one week in advance. 24 hours notice is required to cancel a reservation. If shorter notice is given, the member who made the reservation may be charged in full unless the appointment is rebooked.

**b)** The management reserves the right to refuse to rebook a member who repeatedly cancels or fails to keep an appointment for services and/or programmes.

#### **11. Conduct**

**a)** Members and guests should use the equipment and facilities in accordance with the advice given by the Club staff and/or by notices suitably posted. Members and guests should not abuse the equipment or facilities of the Club and any member or guest who willingly or negligently causes such damage shall be liable to pay for the equipment to be repaired or replaced.

**b)** Disorderly, rude or offensive behaviour will result in the termination of membership. For the purpose of membership and for the purpose of this rule; a single breach will be regarded as serious.

**c)** No member or guest shall bring food or intoxicating liquor into the Club.

**d)** Smoking is not permitted in any part of the Club or building, with the exception of certain designated areas.

**e)** Members or guests may not use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances.

**f)** Cars parked in the car park or elsewhere on the premises of the Club, and all contents in them are left entirely at the owner's risk and the Club will accept no liability for the loss or damage in respect thereof, unless caused by negligence of the management, employees or agents of the Company.

**g)** For security reasons, and Health & Safety requirements, members and guests are asked to store their personal belongings and valuables in the lockers provided. Lockers are provided on a daily basis only and items left overnight will be removed by staff and retained for a reasonable period of time appropriate to the items value and will be subsequently disposed of.

**h)** All members and their guests must take a small towel into the gymnasium when working out in order to wipe down the equipment as a courtesy to the next user.

#### **12. Other**

**a)** Energy Fitness Professionals have a Data Protection Policy that ensures they comply with the Data Protection Act 1998.

**b)** The management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.

**c)** The management may from time to time wish to show potential members or others around the Club

and allow them to use the facilities on a daily basis and reserve the right to do so.

**d)** The Club's normal hours of operation and the hours which any facilities within the Club are available to members can be obtained upon request. The management reserves the right to adjust the hours for the purpose of cleaning, decorating, and repairs and for special functions or holidays. The management shall endeavour to give responsible notice of any change to these hours.

**e)** The management reserve the right to hold private functions in parts of the Club from time to time, and will advise members in advance of any alteration to opening hours to accommodate such functions.