

TERMS AND CONDITIONS OF MEMBERSHIP

1 Definition

- a. Application form - the membership application, the physical activity questionnaire and the S & S rules.
- b. Children - people under 16 years of age and accompanied by a member.
- c. The S & S rules - the conditions set out in sections 1 to 12 below together with the application form and any other rules which may apply by law.
- d. Physical activity questionnaire - you must fill in the physical activity questionnaire before using any facility at the club. Certain medical conditions may mean you need to check with your doctor.
- e. Fees- See application
- f. Members/Clients – people we accept to become members. If you are under 16, your parent or guardian must sign this.
- g. Induction – at the client's request, the member is taken around the gym and shown how to use the equipment and facilities. A suitable exercise programme will be drawn up if the client wishes and at the client's express request.

2 S & S rules

- a. A copy of S & S rules is displayed in the gym.
- b. If we are going to change the rules, we will display any amendments in the gym.
- c. When you sign the application form, you are agreeing to pay the full fees and keep to the S & S rules.
- d. We may sell or transfer the benefit of our agreement with you, or the ownership of S & S, to another person, firm or company at any time without giving you notice. Your membership at S&S will continue to be valid.
- e. Should we decide to move or change premises, notice will be displayed at the club at least 7 days prior to the change. Cancellations/refunds will not be considered on the basis of the move.

3 About your membership

- a. We may end your membership without notice if you repeatedly or seriously break S & S rules. Fees will not be refunded
- b. When you join you have 7 days to change your mind and get your money back excluding our administration fee of £35.00
- c. Your membership fee is payable in full irrespective of how many times you use the gym or facilities.
- d. Members signing up to a direct debit contract are advised that this is an evergreen contract. After the initial 12 months period your contract will renew on a monthly basis. Cancellation must be made in writing to the relevant credit agency and the club, giving at least 45 days notice
- e. Membership is valid for the period stated on the contract and will thereafter expire.
- f. Payment for the renewal contract will be taken as acceptance of your agreement for the latest terms and condition

4 Your membership card

- a. You will receive a membership card. You must present your membership card to get into S & S Fitness Ltd. If you forget your card we may need to see proof of identity. If you have lost your card we will charge you for a replacement.
- b. Your membership applies to you and you cannot loan it to another person.

5 Suspending your membership

- a. We do not suspend memberships unless:
 1. You are pregnant. If you are pregnant, your membership can only be suspended for a maximum period of 6 months and you must produce a letter from your doctor/midwife confirming your pregnancy.
 2. You provide a doctors letter to say that you cannot use the gym e.g. because you have a medical condition or have been involved in an accident. The letter must state what the problem is and how long you will be unable to use the gym for. The final decision will be at the discretion of the management. Maximum length of suspension will be for 3 Months.
- b. We cannot suspend your membership retrospectively. In other words, you cannot ask us to suspend your membership for a period, which has passed when you did not visit and use the facilities for any reason.
- c. If you want to suspend your membership, you must do so in writing.
- d. Membership suspended on medical terms will only be re instated on submission of a medical certificate/doctors letter

6 Transferring your membership

- a. You may transfer your membership to another person subject to approval of S & S Fitness Ltd
- b. All applications to transfer a membership must be made in writing.
- c. The fee of transferring your membership will be £10.00 a month for the remainder of the membership plus a £35.00 Administration Fee, payable in advance
- d. Members will be eligible to transfer their membership type within 7 days of joining.
- e. Membership cannot be downgraded within the contract period.

7 Cancellation of your gym membership

- a. You can cancel your membership within the first 7 days. You will incur a non-refundable administration fee of £35.00
- b. After the first 7 days you will be bound by this agreement for the full duration of the contract
- c. Monthly Direct Debit contracts can only be cancelled subject to the Term & Conditions of Leisure Finance Ltd.

8 Inductions and fitness assessments

- a. All members of S & S Fitness Ltd are entitled to a free induction once they join the gym.
- b. All members of S & S Fitness Ltd are entitled to a free fitness assessment every month to assess their progress.
- c. at all times it is the responsibility of the member to book in for any inductions or fitness assessments.

9 Guests

- a. From time to time we have special promotions, which allow you to bring guests to S & S Fitness Ltd.

10 Behaviour

You must wear appropriate clothes and shoes in S & S Fitness Ltd. In the interest of health and hygiene, you must shower before entering sauna areas.

You and your guests must not:

- abuse the equipment or facilities of S & S Fitness Ltd (you will have to pay for any negligent or deliberate damage to club property);
- behave in a violent or rude way or in a way which offends distresses or annoys anyone else, or a member of staff
- Smoke in any part of S & S Fitness Ltd;
- bring alcoholic drinks, drugs or other mood-altering substances into S & S Fitness Ltd
- use the facilities at S & S Fitness Ltd under the influence of alcohol, narcotics or other mood-altering substances.

We can refuse admission or ask you to leave S & S Fitness Ltd if we reasonably believe that you or your guests have broken any section of rule 10

11 Facilities

- a. All members of S & S Fitness Ltd are entitled to use cardiovascular, resistance and fitness machines, studio classes including aerobics, step and circuits, leisure areas, sauna and showers.

12 Disclaimers

- a. We are not insured for any loss, damage or theft of your personal property, or that of your guests, on S & S Fitness Ltd premises.
- b. S&S Fitness Ltd does not guarantee the use of its facilities.
- c. Management reserve full right to refuse entry or use of its equipment.
- d. You must fill in the physical activity readiness questionnaire before using any facility at S & S Fitness Ltd. Certain medical conditions may mean you need a medical referral and a specific exercise programme before we can give you full membership.
- e. In consideration of my use of the exercise equipment and facilities provided by S&S Fitness Ltd, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the S&S Fitness Ltd and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company and its employees, agents, servants and associates.