



## 1. Terms and conditions of membership

Membership entitles an individual to use the facilities subject to the terms and conditions of their chosen membership category, tariff rates and availability. We may sometimes need to change opening hours of facilities available. If we need to do this we will, where reasonably possible, display notices in the club notifying you of the changes at least 2 weeks beforehand. If we significantly reduce the facilities available, opening hours of the facility or close the facility for refurbishment for a period of time more than 4 weeks, you can cancel your agreement in accordance with Section 3 – terminating membership.

Membership is personal to you and cannot be assigned or transferred to another person.

A separate tariff guide featuring the current membership fees and subscription rates is available from reception. Please note prices are liable to change from time to time.

Members, who do not wish to accept an increase in subscription may cancel their membership by giving written notice, see Section 3 – terminating membership.

### Opening Times

Monday to Thursday	6:30am – 8:30pm
Friday	6:30am – 8:00pm
Saturday and Sunday	9:00am – 4:00pm

- 1.1 **Fees:** the payment made by members in connection with their membership. Elite Fitness Ltd reserves the right to change their fees from time to time. The fees fall into the following categories:
- 1.2 **Guest user fee:** Charge set by the facilities management made in respect of guest members who wish to visit the facility and use the facilities.
- 1.3 **Joining fee:** payment made by an applicant on joining the facility.
- 1.4 **Monthly membership fee:** Payment made by you for use of the facilities, appropriate to your category of Membership. They are paid monthly in advance by standing order from your designated bank account.
- 1.5 **Advance membership fee:** Payment made by you for the use of the facilities, appropriate to you category of Membership. They are paid a year in advance by credit card, cash or cheque.
- 1.6 **Personal Training Fees:** All payments are due prior to attending sessions and are subject to cancellation conditions. Cancellations can be done online via our online booking system, or if needed via an answered phone call. We require 12 hours notice for all session cancellations. Cancellations at less than 12 hours notice will be charged in full.
- 1.7 **Class Attendance Fees:** All payments are due prior to attending session. Cancellations can be done online via our online booking system, or if needed via an answered phone call. We require 12 hours notice for all session cancellations. Cancellations at less than 12 hours notice will be charged in full.
- 1.8 **Sports Massage Fees:** All payments are due prior to attending sessions. Cancellations can be done online via our online booking system, or if needed via an answered phone call. We require 12 hours notice for all session cancellations. Cancellations at less than 12 hours notice will be charged in full.

## **2. Changing membership category and subscriptions**

Membership subscriptions are payable monthly by standing order – Elite Fitness Ltd will advise you of a collection date.

Members may change their membership type dependant on giving the required notice period. Changes made to the membership category after the required notice period will not be valid for the following month. A standing order mandate is required for all membership types and may require amending when changing membership types.

***When changing bank accounts from bank/ branch to another, immediate notification must be given to the gym management.***

## **3. Terminating membership**

If at any point you wish to cancel your membership, you must contact the gym management in writing one month in advance of your date of termination. Joining fees and monthly subscriptions paid in advance are not refundable. It is the responsibility of the member to cancel their standing order mandate.

We may terminate this agreement in the following circumstances:

- 1) If you commit a serious or repeated breach of this agreement or the club rules of membership and the breach, if capable of remedy, is not remedied within 7 days or receipt of a default notice;
- 2) If any part of your membership fee remains unpaid 14 days after its due date for payment; or
- 3) If you provide us with details that you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons we have the right to retain a proportion of the money which you have paid us under this agreement to cover any reasonable costs we have incurred as a result.

## **4. Disclaimer**

Elite Fitness Ltd is insured against death and injury caused by our negligence, but we are not insured against any loss caused by your negligence. If you fail to follow the facility rules, notices, instructions of gym instructors or trainers at the facility and as a result costs are incurred for damages and expenses, then you may be liable for any of those costs, damages or expenses for which we are not insured.

4.1 Personal belongings: Elite Fitness Ltd are not insured for and therefore cannot accept liability for any loss, damage to or theft of your personal belongings or that of your guest, which may occur at our premises. Unless damage or loss suffered was a direct result of our negligence of the proprietors or their staff.

## **5. General**

- 5.1 The proprietors reserve the right to make changes to the rules and inform you of the changes as soon as possible.
- 5.2 Members and guests must advise the staff of any disabilities such as blindness, epilepsy, and other conditions etc. prior to using the facilities so that they help to avoid accidents, injuries, or misadventures to themselves or others.
- 5.3 Whilst using the facilities all members and guests accept the responsibility for their state of health and physical condition.
- 5.4 Member's behaviour in the club must not constitute a safety or security hazard to themselves or others in the club.
- 5.5 Absolute discretion is obtained by Elite Fitness Ltd (the proprietors) to reject any application or renewal of membership without ascribing any reason for doing so.
- 5.6 No pets will be allowed in the facility or its grounds with the exception of guide dogs.
- 5.7 Cars must be parked correctly in the car park giving the attention and priority to disabled users. No liability is accepted for loss or damage to cars or property and are left solely at the owners risk.

- 5.8 No illegal betting or gaming shall be allowed in the premises.
- 5.9 Please leave all bags and outdoor clothing in the lockers provided.

## **6. Conduct**

- 6.1 Appropriate clothing and footwear must be worn at all times.
- 6.2 Drinks must only be taken into the facility in plastic re-sealable containers.
- 6.3 In the interests of safety, no person under the age of 18 is allowed in the gym unless supervised.
- 6.4 All equipment has been designed and tested to be safe with correct use. Please ensure for your own safety that you receive full instruction before commencing your first work out and thereafter follow your personal work-out programme.
- 6.5 Do not use equipment unless you are knowledgeable about how to properly use it. If you are unsure about the correct technique just ask.
- 6.6 Observe weight room etiquette and demonstrate courtesy towards others in the room at all times.
- 6.7 No offensive language
- 6.8 Respect the training facility, its equipment and its staff. Failure to do so could end in termination of membership.
- 6.9 Utilise spotters and locks/collars when necessary (e.g. for overhead lifts, squats, bench press and platform lifts).
- 6.10 Keep equipment off the floor and return it to the proper rack when lifting is complete.
- 6.11 Immediately report any facility related injury or equipment/facility irregularity to the supervisor on duty.
- 6.12 Follow the posted rules and notices in the changing rooms.
- 6.13 Chewing gum is not permitted.
- 6.14 The use of banned substances are not allowed in the training facility.
- 6.15 Never attempt to 'save' an Olympic style lift (i.e. power snatched or power cleans)
- 6.16 Move weights from the rack to the bar, never lean them against something or place them on the floor.
- 6.17 Return all weights to the rack as soon as you have finished with them.
- 6.18 If you require spotters, ask the gym staff for assistance.

## **7. Guests**

Guests should register, read and sign the facilities terms and conditions and pay the current guest fee. The proprietors take no responsibility for accidents, injuries, misadventure, theft or damage to personal belongings experienced by guests of the club.

## **8. Lockers**

For security reasons and the benefits of the other members, all lockers must be vacated by the end of each visit. We can remove the contents of all lockers overnight. You can claim the contents we have removed from reception for up to 6 weeks after removal. After this time, we will not be responsible for any contents we have removed from the lockers.

**Members should read and understand the terms and conditions before signing them.**