

# TERMS AND CONDITIONS OF MEMBERSHIP.

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## 1. Acceptance as a Member.

(a) The Proprietor shall mean Bannatyne Fitness Ltd and shall include the manager and any employee or agent of the Proprietor. The Proprietor shall have absolute discretion upon whether to accept the application for membership of an applicant as a Member of the Club. Upon acceptance, the Member shall be issued with a Membership Pin Number personal to him/her and shall be entitled to all the rights and privileges exercisable by the class of membership for which his/her application to the Club is gained on entry of a valid Membership Pin Number at the Club's turnstiles. There is a fee payable for replacement of lost/damaged cards.

(b) ACCEPTANCE BY THE PROPRIETOR OF AN APPLICATION FOR MEMBERSHIP OF THE CLUB SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE PROPRIETOR AND THE MEMBER UPON THE TERMS AND CONDITIONS OF MEMBERSHIP AND THE RULES OF THE CLUB WHICH ARE DISPLAYED WITHIN THE CLUB AND ON ITS WEBSITE FROM TIME TO TIME.

## 2. Physical condition of the Member.

The Member warrants and represents that he/she is in good physical condition and the information contained in his/her Pre Exercise Questionnaire, which was completed online as part of the joining process, is true and accurate. Furthermore, he/she warrants that he/she is 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.

## 3. Assignment.

Membership of the Club is personal and cannot be assigned, transferred or otherwise disposed of save with the prior written agreement of the Proprietor such consent not to be unreasonably refused, but subject to satisfactory completion of a process of fitness assessment, and payment of a reasonable administration charge.

## 4. Membership.

(a) Every candidate for membership shall be at least 16 years of age.

(b) Joint Members shall be subject to the rules governing individual Members and each Member shall be jointly and severally liable for the full contract value and any costs incurred as a result of obtaining payment.

(c) Unless otherwise agreed by the Proprietor, the Member shall only be entitled to access his/her Base Club.

## 5. Joining fee and Membership Subscriptions.

(a) From the date of being accepted as a Member, membership shall continue for a minimum period of 6 months unless terminated in accordance with this agreement and shall continue thereafter until terminated in accordance with this agreement.

(b) Beginning when the Member is accepted for membership all Members shall pay either a single subscription for their 6 month membership or at the discretion of the Proprietor 6 monthly subscriptions consisting of one twelfth of the annual membership fee plus a finance charge, information on which will be provided to the Member on joining. Monthly or annual subscriptions shall be payable by each Member irrespective of the actual usage of the Club or change in personal circumstances (including any assignment permitted under paragraph 3 above) save as set out at 6(f) below.

(c) All Members shall pay a joining fee, which shall become due and payable immediately upon becoming accepted as a Member. Membership must remain current in order to avoid paying the joining fee again.

(d) In relation to Members joining online and to whom the Distance Selling Regulations apply, from the date of being accepted as a Member he/she shall have a period of fourteen days within which to cancel their membership if they change their mind. This right of cancellation shall be lost as soon as a Member enters the Club.

(e) In relation to Members joining online, Members confirm and warrant that the information that they have provided as part of the application is true and accurate in all respects.

## 6. Termination of Membership.

(a) The Proprietor may terminate the membership of any Member;

(i) without notice and with immediate effect in the event that a Member either (a) commits a serious breach of the Club Rules displayed within the Club or the Members Conduct Rules set out at paragraph 7 below (which may include, by way of example, violence, excessive use of bad language, threatening behaviour or inappropriate sexual activities, in a way which disturbs the enjoyment of the Club by other Members) or (b) repeatedly breaches the Members Conduct Rules or (c) in the event of a breach, capable of remedy, does not remedy the same within seven days of receipt of a written default notice from the Proprietor or (d) acts in a manner that is, in the reasonable opinion of the Proprietor, unacceptable or (e) commits a breach of paragraph 5(e) above..

(ii) If any part of the monthly membership subscription remains unpaid 30 days after the date due for payment. We may engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you. A late payment charge may be raised if the debt remains unpaid after 30 days.

(b) In the event of termination of the membership of any Member in accordance with paragraph 6(a) above the Member will be liable to pay reasonable compensation to the Club in respect of any monies which at the time of such termination are owing to the Club in accordance with the contractual agreement, alternatively, if money has been paid in advance under this agreement, to retain a proportion of the money so paid, to cover any reasonable costs or losses incurred.

(c) The membership is for an initial period of a minimum of 6 months, and in relation to a monthly paid subscription unless terminated in accordance with the terms of this agreement (or otherwise by operation of law) shall continue thereafter from month to month.

(d) The Member may cancel the membership by giving one complete calendar month's written notice to terminate the membership, and such notice may be given at any time after the end of the fifth month from the date of commencement of membership but shall only be effective from the first day of the following month.

(e) In those cases where membership has been paid in advance, and where the minimum membership period (if applicable) has expired, upon termination by the Member in accordance with paragraph (d) above the Member will be entitled to a refund, calculated proportionately to the full membership fees payable for such period, taking account of the monthly subscription rate currently charged, and subject to a reasonable administration charge.

(f) The Member may terminate this agreement on 30 days' notice in writing, accompanied by reasonable evidence, if he/she (i) is unable to use the Club through serious illness or injury likely to preclude him/her from using the Club for a period of at least two calendar months, (ii) is made redundant or loses their job and is unable to find alternative employment for a period of at least two calendar months or (iii) permanently relocates to an address which is outside of the locality of any Bannatyne Health Club, as described in the Club Rules. In the event of termination under this clause, the Proprietor shall be entitled to charge a reasonable administration charge.

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## 7. Members Conduct.

A Member (and, where appropriate his/her Guests) must:

- (a) comply with any applicable Dress Code for the Club;
- (b) show consideration for other Members and their Guests and staff in and around the Club's premises;
- (c) not use abusive or bad language;
- (d) not bring, use or be under the influence of illegal drugs in any part of the Club's premises;
- (e) not be drunk in or about the Club's premises;
- (f) not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual activities;
- (g) not allow their Membership Pin Number to be used by any other person.

## 8. Guest Rules.

- (a) Guests must be signed in by a Member immediately upon entering the Club and the appropriate guest fee must be paid.
- (b) Guest fees are due in addition to appropriate tariff charges.
- (c) A Member can bring a maximum of 4 guests at any one time. Social guests can only use the cafe/bar facilities. All guests will be charged at the listed tariffs.
- (d) Members must be aged 18 years or more before they can sign a guest into the club.
- (e) If a social guest of a Member is found to be using any of the facilities other than the cafe/bar, the Proprietor shall give written warning to the Member in question requesting the Member to ensure that there is no repetition of such behaviour.

## 9. Rules pertaining to young persons (under 18).

- (a) Young persons under the age of 16 cannot enter or be left at the Club unattended unless attending an organised Club activity. Young persons under the age of 16 must be supervised by an adult at all times.
- (b) Young persons under the age of 12 cannot use the steam baths, whirlpools or saunas. Young persons over the age of 12 but under the age of 16 must be accompanied by an adult when using these facilities.
- (c) Young persons must comply with the local regulations governing the use of the swimming pool.
- (d) Persons under the age of 16 are not permitted within the gymnasium.
- (e) Parents are totally responsible for their children's behaviour at all times during a visit to the Club. A Member's child should also be expected to adhere to the Members Conduct Rules (see Clause 7 above). Misconduct by the Member's child will be regarded as the Member's own misconduct.
- (f) Persons under 18 years are not permitted to use the sunbeds.
- (g) Children who have reached 6 years of age are expected to use the changing rooms designated for their own sex or a family changing room if available.
- (h) Young persons under the age of 16 will be allowed access to the swimming pool at the restricted times and subject to the conditions as shown on the Club Rules that are displayed within the Club.
- (i) A maximum of 2 children per adult membership is permitted. A maximum of 4 children are permitted on a joint membership.

## 10. Alterations or Variations.

- (a) This Membership Agreement or the Club Rules may be revoked, supplemented or altered by the Proprietor at its discretion and the Proprietor shall give the Members reasonable notice in advance of such changes by posting a written notice on the Club Notice Board or on its website. If the changes affect any fee or charges which a Member is liable to pay the Proprietor shall provide written notice at least 14 days in advance of the changes being made, either by posting to the website, the online membership portal or by email to the last address that the Member has provided. Where the change to the Terms and Conditions is otherwise material (such as where there is a significant change in the level or type of facilities offered by the Club, or the location of the Club is changed), the Member can cancel his or her membership by giving one complete calendar month's written notice to terminate the membership within 30 days of receiving written notice from the Proprietor.
- (b) Members who do not wish to accept an increase in subscription may cancel their membership by giving written notice. The written notice period shall in all cases be not less than one calendar month. If such notice would otherwise expire before the initial period of membership, it shall be deemed to expire on the last day of such initial period of membership. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period. The Proprietor will refund any subscriptions that have been paid for by a Member for any period after the expiry of the notice.

## 11. Queries.

For any query that cannot be satisfactorily dealt with by the department staff concerned, please ask for the manager.

## 12. Hours of Opening.

The Club's normal hours of operation and the hours in which any facility within the Club are available to Members will be displayed at the Club in a prominent position and can be obtained from the manager upon request.