

## **Terms and Conditions of The Club and Membership**

**1. The Club:** Paladin Leisure Ltd t/a TFD Health and Fitness.

**1.1 The Club Rules:** The rules and regulations of the Club, as amended from time to time.

**1.2 Commitment Period:** The minimum term you are committing to remain a member of the Club and pay your membership fees. (Subject to extension if your membership is suspended).

**2. Membership:** By signing this Membership Agreement the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.

**2.1** You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

**2.2** The Club offers initial membership contracts of one, three, six, twelve & twenty four month duration. New members have the option of paying fees in full from the outset, or in the case of three and twelve months memberships, a service agreement paid by direct debit is also available. An administration fee is payable for this facility.

**2.3** Harlands Xplor Pay are employed to collect membership fees for and on behalf of The Club, via a direct debit arrangement. The terms of these service agreements mean that should there be default of payment, we may enforce the agreement using a debt collection agency to collect outstanding fees. You will also be liable for charges and these form part of your contract with us.

**2.4** The joining fee and the membership fee are non-refundable. Neither the joining fee or your membership are transferable to another person.

**2.5** The Club will undertake to notify members of any variation of these terms and conditions. A copy of the current terms and conditions of membership is available on The Club's website.

**2.6** When purchasing 65+ membership, use of the facilities will be allowed 7 days a week, up to 4pm. When applying for this membership, you must have already turned age 65.

**2.7** When purchasing a discounted membership, you must provide the required proof of eligibility for the discount at the point of sale. Should your eligibility change at any point during the membership, you are required to inform us. If eligibility is not proven your membership fee will be increased to the current standard rate.

**2.8** All members must allow their photo to be taken for entry recognition. The photo must be a true likeness of the member. If the profile photo is changed by the member and is not a true likeness, The Club will request for it to be changed. Access to The Club may be blocked should you ignore The Club's request.

**2.9** The TFD club induction is a mandatory condition of club membership and must be undertaken irrespective of a member's prior experience or training.

**2.10** All members are required to complete The Club's Health Questionnaire. This can be completed on The Club's App or at the club with a member of the tfd team. All members have a responsibility to update their health questionnaire should their health or medical status change.

**2.11** Acceptance for membership in no way implies that we have assessed your medical fitness to use the club's facilities. You are strongly advised to check with your GP that you are medically fit to undertake a specific training regime.

**2.12** We advise members not to bring valuables to the club and to use lockers provided at all times for items of personal property. Lockers are provided on a daily basis only and items left overnight will be removed on the following day and treated as lost property.

**2.13** We are advised that you should not use the club's facilities whilst under the influence of drugs, alcohol, anti-coagulants, antihistamines, vasoconstrictors, narcotics or tranquillisers. No alcoholic beverages or illegal substances may be brought into and consumed within The Club or its grounds.

**2.14** Members with diabetes, heart disease and high/low blood pressure must consult their GP before undertaking any activity. The cited list of medical conditions and drugs is not exhaustive, and members on medication or with any medical condition must confirm their suitability for training, with their GP, prior to embarking upon any activity.

**2.15** The use of any equipment or facilities within the club is entirely at your own risk. The Club will not be responsible for harm incurred by a member who has elected to undertake a strenuous activity for which he/she is unsuitable.

**2.16** No smoking/vaping is permitted in any area of The Club, at any time.

**2.17** All members agree to grant permission for club staff to contact them by the preferred means, if necessary.

**2.18** When purchasing a family/joint membership all members of the family/joint membership agree to the club terms and conditions as accepted by the payer of the membership.

**3. Duration:** When you join the Club you are agreeing to remain a member for the Commitment Period, which is the minimum term of the membership.

**3.1** If you choose to pay your membership fees monthly by Direct Debit, your Club membership will continue automatically, rolling monthly, after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with section 5.

**3.2** If you choose to join the Club by paying your Commitment Period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

**4. Fees:** The Club will set the level of fees and will review such fees periodically.

- 4.1** The Club reserves the right to change the level of fees from time to time but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 days written notice.
- 4.2** Membership fee; The level of membership fees shall be determined according to the type and category of membership.
- 4.3** Joining fee; A joining fee is payable as specified in your application form. Your joining fee covers start up administration costs.
- 4.4** Guest fee; A fee will be charged by the Club in respect of guests of members who wish to visit the Club and use the facilities.
- 4.5** Other Fees; All other fees and prices for the sale of goods and services at the Club will be set by the Club from time to time.
- 4.6** If your bank fails to make a due direct debit payment from your account, we will inform you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than £15 for each failed direct debit payment.
- 4.7** Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.
- 4.8** Any unpaid and overdue membership fees referred to a Debt Collection agency will be subject to further fees in order to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred in the collection of the overdue membership fees will be the responsibility of the member and will be legally recoverable from the member.
- 4.9** We may charge a reasonable fee of up to £35 for any of the following: replacing lost membership cards, removing or adding Associate members and any other amendments to membership.
- 4.19** Approximately one month prior to the end of their term, a membership renewal notice will be issued to those paying in full at the start of their membership. The membership renewal fee or a new direct debit agreement must be received prior to the renewal date to avoid payment of a further joining fee.

## **5. Termination:**

### **5.1 Termination by the Club.**

We may terminate this agreement in the following circumstances:

- (a)** if you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice.
- (b)** if any part of your membership fee remains unpaid 30 days after its due date for payment.
- (c)** if you provide us with details which 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 reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

### **5.2 Termination by you.**

All notices of termination must be in writing by email or letter.

Cancelling your direct debit instruction for the payment of fees is not sufficient and will result in late payment fees being added to your account.

You may terminate this membership agreement in the following circumstances:

- (a)** you can terminate the membership at any point after completing the minimum term i.e. commitment period, with 30 day's notice in writing to the club, so that your membership will terminate at the end of the following calendar month after notice was given.
- (b)** you may request termination of this agreement on 1 calendar months' notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 calendar months. We will request reasonable evidence of your illness or injury - e.g. doctor's certificate. Termination may be granted at our discretion.

## **6. Freezing and Pausing Memberships:**

**6.1** Request, for freezing and pausing memberships will be considered at the club's discretion and only by reason of illness/injury with a doctor's certificate. A valid request must be received by The Club giving 30 days written notice prior to the requested pause start date.

**6.1** Requests to pause memberships retrospectively will not be accepted under any circumstances.

**6.1** Memberships cannot be paused for any period under one calendar month or for longer than 3 calendar months. The club has the right to charge an administration fee to pause a membership and to extend the length of any commitment period by the length of time paused.

## **7. Entry Access:**

**7.1** It is mandatory that every member and PAYG classes member entering the club checks in using the QR code on The Club's App or their issued RFID tag.

**7.2** Membership entry access is not transferable and any member allowing their access to be used by another person shall be in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice and in accordance with Clause 5 above.

**7.3** If a membership entry tag is lost, it should be reported to the Club, and the Club reserves the right to charge an administration fee for the provision of a replacement tag.

**7.4** Members must ensure they exit The Club by the closing time.

## **8. Club Rules:**

**8.1** The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days' notice to members, except in the case of emergency.

**8.2** The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

## **9. Restriction of Liability:**

**9.1** Subject to paragraphs 8.2 and 8.3, The Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.

**9.2** Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

**9.3** The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:

**(a)** your own fault;

**(b)** a third party unconnected with our provision of services under this agreement; or

**(c)** events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

**10. Sale of Club:** In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of The Club and continue to pay your membership fees provided no changes to these terms or The Club rules having a material adverse effect on your use of The Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

## **11. Notices:**

**11.1** Notices from you to The Club must be in writing and addressed to the Membership Manager at The Club. Written notices can be received by post, by hand at reception or by email. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases, the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from The Club to you will be emailed to you at your email address in the membership records (or, where these terms permit, displayed on notice boards at The Club).

**11.2** Please refer any comments or complaints to a member of the Club staff. Written complaints must be addressed to the Club Owner.

**12. Guests:** Guests are admitted on payment in advance of the Guest Fee. Members must accompany their guests at all times and members shall not leave The Club premises before their guests. All guests must sign the guest book and complete the appropriate Physical Activity readiness Questionnaire. The Club reserves the right to refuse admission to a guest for reasons of health and safety or if the proposed guest has previously not complied with Club Rules.

**13. Changing Rooms, Sauna, Steam Room and Swimming Pool:** For reasons of Health and Hygiene, it is necessary for all Members and guests to shower before entering the Pool. Showers are provided for this purpose in the changing areas. Members and guests with verrucae, athletes' foot, or similar communicable maladies must not use the Pool. Shaving and exfoliating are not permitted in the Sauna or Steam Room. Children under the age of 16 are not allowed in the Changing Rooms, Swimming Pool, Sauna or Steam Room areas.

You must not use the sauna or steam room if you: suffer from high or low blood pressure or any heart or circulatory disorder or suffer from epilepsy or diabetes; are pregnant; are prone to dizziness or fainting.

**14. Sunbed Facilities:** Members using the sunbed must ensure they are aware of all restrictions as displayed in the sunbed area. Members must ensure that they familiarise themselves with the Sunbed and tanning information notices. All guidelines and restrictions, as displayed, must be read and used as self-assessment of suitability to use the equipment. You should not use the sunbed equipment if you: are pregnant, suffer from high or low blood pressure or any heart or circulatory disorder; suffer from diabetes, epilepsy or any other condition which may result in sensitivity to UVA light or heat; are taking drugs, particularly antibiotics, tranquillisers, anti-depressants or diuretics or any other drug that may increase the sensitivity of the skin; have consumed alcohol in the last five hours or have a skin disorder or have fair or sensitive skin that burns easily or tans slowly or poorly.

For any health conditions or medication taken in conjunction with Sunbed use, advice must be sought from your GP before using the Sunbed. You will be required to complete a Sunbed Disclaimer and Health Advice Form the first time you purchase sunbed tokens at the club. Safety goggles must be worn whilst the Sunbed is in operation.

No liability whatsoever is accepted by the management for injuries or damage resulting from the use of this equipment.

**15. Lost Property:** All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for three weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

**16. Safety and Hygiene:**

**16.1** In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

**16.2** In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, swimming pool and other activity areas.

**16.3** Appropriate clean footwear and clothing must be worn at all times.

**16.4** Access to the fitness areas may be limited in the event of classes or pre-organised sessions.

**16.5** Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

**16.6** All members must use the hand sanitiser or wash their hands before and after using the gym equipment.

**16.7** Use your gym towel or provided paper towel to wipe perspiration off equipment after use.

**17. Behaviour:** If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. Abusive language, threatening or violent behaviour will not be tolerated. All minors using the Club as guests must be supervised by an accompanying adult at all times.

**Declaration**

By signing The Club's terms and conditions of membership, members enter a legal agreement and agree to be bound by the terms and conditions of the Club.