

Terms and Conditions of Membership

The Company

The company shall through its duly authorised representative manage and operate the Club and deal with all matter in relation to it.

Registered in England no. 5919240

Acceptance of Membership

The decision to accept the application of a new member shall be at the sole discretion of the Company. The Company reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain membership. Wrongful declarations could result in the cancellation of all membership rights leading to full repayment of all monies due to the Company. If membership application is accepted by the Company, membership shall, following receipt or clearance of the joining fee, commence on the date of this agreement. Upon acceptance, a membership card shall be issued to the applicant by the Company. The membership card remains the property of the Company and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.

The acceptance by the company of an application for membership of the club shall constitute a legally binding agreement between the member and the Company. The member hereby agrees also to be bound by the rules, by laws and regulations of the Club which are in force at all times.

Membership Cards are issued to all current members and must be shown at Club reception to gain entry every time a visit is made to the Club. The Management reserve the right to refuse entry if membership cannot be demonstrated. Membership cards are non-transferable and may only be used by the registered member. Fraudulent use of the membership card by a member will, without exception, result in cancellation of membership with no refund being made by the company. Lost or damaged membership cards will be subject to a replacement charge of £5.

Completion of your details implies acceptance of the provisions contained within the Data Protection Act.

Unless specifically requested, in writing, the Company will continue to use membership details, for marketing purposes, even following expiry of membership.

Limitations of Liability

The Member acknowledges that the Company's obligations and liabilities in respect of the Club are exhaustively defined in this agreement.

The member is responsible for the consequences of any use of any facilities of the club. The Company will not be liable for any direct or indirect consequential loss, damage, costs, expenses, theft to any member's property, whether arising under contract, tort (including negligence) or otherwise. The safekeeping of all personal items is the sole responsibility of the owner/keeper.

The Company accepts liability to the extent that it results from the negligence of the Company and its employees for death or personal damage without limit.

Physical Health of Member

The member warrants and also represents that they are in good health and are not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort well being or physical conditions.

Members have the option of an induction with a qualified fitness instructor; any member that does not wish to take part in such an induction must sign a waiver form stating that they take full responsibility for their personal safety whilst in South Bristol Sports Centre. After this the centre will take no liability for injury caused whilst in the centre, unless the injury was due to faulty equipment.

Assignment

The company may assign the benefit of these terms and conditions of membership to a third party on similar terms and conditions without notice being served upon the member to that effect.

Membership

The categories of membership are individual, couple, or senior citizen. All categories of membership shall be subject to the Terms and Conditions of Membership and to the rules, bylaws and regulations of the Club which are in force at all times. Members are entitled to bring one guest with them per visit; this guest shall be charged £4.00 per visit and asked to sign a waiver form.

Other types of membership shall be stipulated by the Company from time to time.

Initial Joining Fee and Annual Charges

All members shall pay an initial joining fee for the amount of one months membership, amount will vary due to type of membership, this shall become payable immediately upon the signing of this agreement.

The member is liable to pay all annual or monthly membership fees irrespective of actual usage of the Club facilities.

The company reserves the right to increase annual or monthly membership fees.

Expulsion of Members or Termination of Membership by the Company

Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group, is such that, in the reasonable opinion of the company, may be injurious to the character, name or interests of the club or is such that it renders the member unfit to associate with other members of the Club.

Forthwith and without notice if the member shall have committed any breach of these Terms and Conditions or of the rules, bylaws and regulations of the Club as in force from time to time.

By notice, in writing, if any part of the membership fee which is due and payable remains unpaid thirty days after the due date for the payment.

Upon not less than thirty days' notice, in writing, if the Company is of the opinion that the member is not suitable for continuous membership of the Club.

Lapses in membership may incur a new re-joining fee.

A member, whose membership is terminated by the Company, shall forfeit all the privileges of membership with immediate effect without any entitlement to any claim for any refund of their annual membership fee.

On termination of their membership, the member shall return forthwith their membership card.

Notice of Cancellation by a member

Monthly memberships

Members understand that ALL membership fees are non-refundable, and acknowledge membership is for a minimum period of 3 months from date of joining, thereafter it is continuous and expires only on cancellation. Members must give a full 30 days' notice of cancellation of membership payments. This must be in writing to the above address.

Annual memberships

Members joining on an annual membership do so for a period of 12 months, members understand that ALL membership fees are non-refundable upon joining, no notice of cancellation is required upon request for the renewal of annual membership.

Upon cancelling a membership direct debit members must ensure that they cancel the direct debit with their bank. The centre will not be held responsible for any charges encountered from this not being cancelled.

Club Facilities

Certain categories of membership do not include all of the Club's services and facilities. Services and facilities not so included may be provided at an additional charge at the Company's discretion.

The company reserves the right to make reasonable alterations to the facilities provided without notice and the company shall not be liable for inconvenience caused by building works and the provision of essential maintenance services.

Hours of Opening

The Club's normal hours of operation and the hours in which any facilities within the Club are available to members are available from the company upon request. Such hours may be lengthened or shortened at the absolute discretion with or without any prior notice being given. The Company shall endeavour to give members reasonable notice of changes to such hours.

On occasion, when necessary maintenance is required, the Club may be closed, for which members shall be given at least fourteen days' prior notice of any such closure. Any refunds given as a result of closure will only be given at the discretion of the Gym Manager.

Governing Law and Jurisdiction of the Courts

This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

I have read, understand and accept the rules, terms and conditions laid down by the club and agree to abide by them. I understand that the club may from time to time make changes to the club without prior notice

Signed Date.....