

KINGS FITNESS & LEISURE MEMBERSHIP TERMS AND CONDITIONS

The applicant is advised to read the whole of this agreement carefully. This agreement is made between Kings Fitness & Leisure (KFL) and you (the applicant).

1. You, Your Health & Your Safety

- 1.1 The applicant wishes that KFL assess his/her health and fitness level and prepare an exercise programme designed with the intention to improve his/her fitness level. The applicant accepts and fully understands the following:
- 1.2 That the applicant enters the exercise programme and uses any equipment entirely at his/her own risk.
- 1.3 That Fitness Gym users must complete an induction and the appropriate health questionnaire. If the guardian is completing on behalf of their child (under 16 years), the guardian must sign the health questionnaire before the child is able to join.
- 1.4 That any exercise programme is designed to place an increasing workload on the body's heart and lungs. The exercise programme cannot be predicted with complete accuracy and there is a risk that the applicant may experience abnormalities in blood pressure and heart rate before, during, or after exercise.
- 1.5 That a specific exercise program will be given to the applicant in response to the information provided on the health and fitness questionnaire, after attendance at a fitness induction conducted by a qualified KFL member of staff.
- 1.6 That the exercise programme will include a warm up, a specifically designed exercise programme, and a cool down.
- 1.7 The applicant hereby authorises KFL to obtain any additional information which it may require from his/her general practitioner (GP) or ask the applicant to produce this.
- 1.8 A KFL fitness instructor must be consulted before using any new piece of fitness equipment. KFL cannot accept responsibility for any injury sustained as a consequence of any item of equipment being used upon which the applicant has not received instruction.
- 1.9 Children under 16 years of age are not allowed to use the gymnasium or aerobic studios, except during any specific classes/sessions.

2. Our Centre Conditions

- 2.1 Our members are required to adhere to the centre rules and regulations.
- 2.2 Admission will not be granted unless a valid membership card is presented clearly to the receptionist each time you use the facility.
- 2.3 In the event of losing your membership card, please contact the centre reception as soon as possible. A replacement card will be issued and a small administration charge will be made.
- 2.4 Your membership card is non-transferable. You must not allow anyone else to use your card or membership number. Cards being used by any other person other than the authorised member will result in that membership being cancelled and no refund of the registration fee or subscription made.
- 2.5 Admission is subject to the facility operating at a safe capacity. Prepaid members will have priority access at these times.
- 2.6 Centre programming is subject to change and availability from time to time.
- 2.7 Membership products and prices may be subject to change at the discretion of KFL.
- 2.8 Members are required to change into training clothing. Men must wear tops or vests.
- 2.9 Members are asked to respect personal hygiene at all times within the centre, and to wipe clean equipment after use.
- 2.10 Free weights are to remain on the matted area at all times and be returned to the racks after use. Additional weights being loaded onto resistance machines are prohibited.
- 2.11 Lockers located near the fitness gym are for the use of members using the fitness gym. Members using other facilities are respectfully asked to use other centre lockers. You must not take locker keys off the premises. All lockers will be emptied each night and items found placed in lost property.
- 2.12 Non-members, guests or friends must be referred to reception on arrival. No spectators are allowed into activity areas.

3. Payment Conditions

- 3.1 Customers joining on a prepaid membership must either pay monthly by direct debit or annually with an up-front payment. Failure to make any due payment will result in the membership being stopped. Access will be denied until outstanding payment has been made. Any further outstanding account arrears will be payable before reinstatement of any membership scheme run by KFL.
- 3.2 Monthly direct debits are a full binding contract between KFL and the applicant and will automatically continue until KFL are notified otherwise in writing. Minimum contract length is 3 months.
- 3.3 All couples memberships can only be processed through one bank account and therefore one direct debit mandate. Couple members must live at the same address.
- 3.4 Concessionary monthly direct debit payers are required to show initial proof of eligibility and thereafter every 6 months. Failure to provide proof of eligibility will result in the loss of concessionary status. (Concessionary checks do not apply to over 60s).
- 3.5 All centre and membership prices will be reviewed annually.
- 3.6 Members are required to pay for all activities outside of their membership option.
- 3.7 Any remaining credit from the sale of an annual membership, when the customer reaches the age entitlement of a different membership, can be credited against the purchase of the new annual membership.
- 3.8 Membership joining fees are non-refundable. Annual prepaid memberships are non-refundable.
- 3.9 In the event of a membership subscription expiring or due payments not being made a new joining fee will be charged where applicable.

4. Booking Conditions

- 4.1 Court booking restrictions allow only 1 court per activity per member. These can only be booked from 14 days in advance and the member booking the court must play.
- 4.2 Any activity not cancelled with 24 hours notice or not used will be charged at the full rate for ALL members.

5. Change of Membership Status

- 5.1 All member issues are managed by the membership administrator and correspondence should be addressed to the Sales Manager, Kings Fitness & Leisure, Station Road, Cheddar.
- 5.2 If you are not within your initial contract, you may cancel your membership at any time by giving one full calendar months' notice in writing - by letter or email to membership@kingsfitness.co.uk.
- 5.3 It is your responsibility to cancel your direct debit at your bank.
- 5.4 Direct debit memberships are non-refundable if the full cancellation process is not completed.
- 5.5 Any other changes of status to prepaid memberships must be received no later than the 14th of the month in writing to the membership administrator.
- 5.6 Membership suspension will only be considered if the member cannot continue participating for medical reasons. This requires a letter from your doctor and will only apply from the receipt of the letter. A letter from your doctor will also be required for your return to fitness. Such suspension will be at the discretion of the customer services team.
- 5.7 If you require your prepaid adult membership to be frozen for non-medical reasons you must apply in writing to the Sales & Fitness Manager. Memberships can be frozen for a maximum of 3 months within a 1 a year period commencing from the membership start date. (Eligibility is restricted - please contact Reception for details. A 'Freeze Fee' will be charged each month via direct debit for non-medical freeze reasons.)
- 5.8 Customers re-joining on a direct debit membership within six months will be exempt from paying a joining fee.
- 5.9 It is your responsibility to ensure KFL has received your written cancellation.

6.0 We will send an acknowledgement letter or email upon receipt within 7 working days. If you do not receive any acknowledgeable, you must assume that we have not received your correspondence .

The management reserve the right to reject any application or withdraw without refund any membership in the event of failure to comply with Membership Conditions and Centre Regulations. KFL shall not be liable for any loss, damage or theft of personal property belonging to the applicant, [or any guest of the applicant], occurring upon the premises, except to the extent that such loss, damage or theft of personal property arises from any negligent act or omission of KFL. KFL shall not be responsible for the death or injury of the applicant, [or any guest of the applicant], occurring upon the premises or as a result of the use of the facilities and/or equipment provided in the premises, except to the extent that such death or personal injury arises from any negligent act or omission of KFL. For the purpose of this clause KFL includes the Leisure Centre, any premises operated by it, Health and Fitness specialist instructors or other employees, servants or agents (including any independent contractors from time to time employed by it) and Premises means any premises operated by the company.