

# 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).

## **You, Your Health & Your Safety**

1. We would like to remind you that your health is important and your responsibility. If you are
  - 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.
  - 1.10 please use lockers provided, never leave your belongings anywhere unattended. We cannot be held accountable for criminal acts committed by others, and will not accept responsibility for loss, damage or theft of personal belongings in the centre, outdoor areas or the car park.

## **2. Our Centre Conditions**

- 2.1 Our members and members of the public are required to adhere to the centre rules and regulations. Please respect your fellow members and guests, team members, equipment and facilities within the centre. The team are committed, enthusiastic and here to make your experience more enjoyable. Please help them help you by staying polite and not using threatening or abusive language or behaviour.
- 2.2 Admission will not be granted unless a valid membership card is presented clearly to the turnstiles 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 When applying for a membership, you must have your photograph taken by one of our staff members. This will be stored on our membership database for identification purposes.
- 2.5 Your membership card is non-transferrable. You must not allow anyone else to use your card or membership number. Cards being used by any other person will result in an entry denial at reception and the card or key fob used will be confiscated.
- 2.6 Admission is subject to the facility operating at a safe capacity. Prepaid members will have priority access at these times.
- 2.7 Centre programming is subject to change and availability from time to time.
- 2.8 Membership products and prices may be subject to change at the discretion of KFL.
- 2.9 Members are required to change into training clothing. Men must wear tops or vests.
- 2.10 Members are asked to respect personal hygiene at all times within the centre, and to wipe clean equipment after use.
- 2.11 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.
- 2.12 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.
- 2.13 Non-members, guests or friends must be referred to reception on arrival. No spectators are allowed into activity areas.
- 2.14 Unless you have prior written consent from the manager, private coaching is not permitted.
- 2.15 Lost property items will be kept for 4 weeks. Valuable items will be kept for 3 months.
- 2.16 Photography or video is not permitted, unless you have prior written consent from the manager.
- 2.17 Feedback, please speak to a member of the management team, fill in a comment card, we aim to respond to all comments within 5 working days.
- 2.18 For everyone's health, safety and comfort, the following are not permitted anywhere within the centre: Smoking, chewing gum, illegal drugs, alcohol, and glass bottles.

## **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 couple's memberships can only be processed through one bank account and therefore one direct debit. 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 12 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.

4.3 Members at Kings Fitness & Leisure can book online through [www.kingsfitness.co.uk](http://www.kingsfitness.co.uk) and clicking on 'online booking' up to 14 days in advance for members and 7 days for non-members (subject to availability).

4.4 Charges will be applied if insufficient notice is given to all members. A non refundable and non transferable payment is required at the time of booking for all adult and junior courses, birthday parties and theatre events.

#### **5. Change of Membership Status**

5.1 All member issues are managed by the membership administrator and correspondence should be addressed to the Membership Administration 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](mailto: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 You could be entitled to a reduction in charges if you receive any of allowances or means tested benefits eg; Income support, housing or council tax benefits, working tax or universal credits, job seekers or pension guarantee credit.. Or if you are over 60, between 16-18, in full time education or registered disabled. It is the responsibility of the customer to inform KFL if /when they are eligible for a concession rate. (details of concessions available at reception).

5.9 It is your responsibility to ensure KFL has received your written cancellation.

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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.

### **SWIM ACADEMY AND GYMNASTICS MEMBERSHIPS TERMS AND CONDITIONS – HOME PORTAL**

1. Home Portal is maintained by Kings Fitness & Leisure

2. Whilst Kings Fitness & Leisure endeavours to ensure that the information on this site is correct, no warranty, express or implied, is given as to its accuracy and Kings Fitness & Leisure does not accept any liability for error or omission.

3. Kings Fitness & Leisure shall not be liable for any damage (including, without limitation, damage for loss of business or loss of profits) arising in contract, tort or otherwise from the use of, or inability to use, this site or any material contained in it, or from any action or decision taken as a result of using this site or any such material.

4. Kings Fitness & Leisure is not responsible for the content of any websites to which this site provides links. When using this website, you assume full responsibility for the use of any information and understand and agree that neither Kings Fitness & Leisure nor any of its employees is responsible or liable for any claim, loss or damage resulting from its use.

5. 'Home Portal' is a service that is provided to Kings Fitness & Leisure customers free of charge and aims to enhance the customer / teacher experience through improved communication. Whilst every effort is made to make sure that the Course information is correct and up to date, Kings Fitness & Leisure cannot guarantee that relevant information will appear for customers at all times.

6. 'Home Portal' delivers automatic communication with customers via e-mail and while every effort will be made to make sure the information held on our system is correct and up to date, it is the responsibility of the customer to inform Kings Fitness & Leisure of any changes to contact information. Neither Kings Fitness & Leisure nor any of its employees are responsible or liable for any lack of communication resulting from contact details not being updated.

7. Should all lesson criteria be marked as "passed" on 'Home Portal', there is no guarantee that a customer may progress to a more advanced class. By agreeing to these Terms and Conditions, the customer understands that a pupil may only be moved either when there is space, or under the discretion of the Kings Fitness & Leisure Junior Activities Manager. The decision of the Junior Activities Manager is final.

7.1 Customers should not expect for assessments for every competency to be made weekly. The class teacher will carry out grading whenever possible. Home Portal does not guarantee feedback on every session. Due to the nature of the system, the customer understands that data from the most recent lesson may not appear until the following day.

8. Kings Fitness & Leisure will endeavour to ensure that all lessons booked go ahead as planned. However, by agreeing to these Terms and Conditions, the customer understands that, on occasion, lessons may have to be cancelled and in such instances the customer will be notified by e-mail. If lessons are required to be cancelled by Kings Fitness & Leisure then the customer's payment plan will be amended and all lessons paid for will be made available. Refunds will not be given for individual lesson cancellations.

9. These Terms & Conditions may be changed at any time, under the discretion of Kings Fitness & Leisure.