

## **MEMBERSHIP TERMS & CONDITIONS**

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

### **1. YOUR HEALTH, SAFETY & RESPONSIBILITY**

- 1.1 Your health is your responsibility. You should consult a medical professional before starting any exercise programme if you have any concerns.
- 1.2 You use the facilities and participate in any exercise programme at your own risk.
- 1.3 All gym users must complete an induction and a health questionnaire prior to use. For users under 16, a parent or guardian must complete and sign the questionnaire.
- 1.4 Exercise programmes involve physical exertion and may place stress on the body. While we aim to provide safe guidance, outcomes cannot be guaranteed.
- 1.5 Exercise programmes are designed based on the information you provide and following a fitness induction with a qualified member of staff. Programmes will typically include a warm-up, structured exercise, and cool-down.
- 1.7 We may request additional medical information or GP confirmation where necessary.
- 1.8 You must consult a KFL instructor before using unfamiliar equipment. We are not responsible for injury resulting from misuse of equipment.
- 1.9 Children under 16 are not permitted to use the gym or studios except during supervised sessions.
- 1.10 Personal belongings are stored at your own risk. We are not responsible for loss, theft or damage.

### **2. CENTRE CONDITIONS**

- 2.1 All members and visitors must follow centre rules and treat others, staff and facilities with respect. Abusive or inappropriate behaviour will not be tolerated.
- 2.2 A valid membership card or access method must be used for entry on each visit.
- 2.3 Lost cards must be reported immediately. Replacement cards will incur a fee.
- 2.4 A photograph will be taken and stored for identification purposes.
- 2.5 Memberships are non-transferable.
- 2.6 Entry may be restricted to maintain safe capacity levels.
- 2.7 Facilities, programmes and schedules may change.
- 2.8 Prices and membership options may change.
- 2.9 Appropriate gym attire must be worn at all times (see PARQ for further information)

- 2.10 Members must maintain good hygiene and clean equipment after use.
- 2.11 Equipment must be used correctly and returned after use.
- 2.12 Lockers are for day use only and will be cleared nightly. Items left are placed in lost property.
- 2.13 Guests and non-members must check in at reception. Spectators are not permitted in activity areas.
- 2.14 Private coaching is not permitted without written consent.
- 2.15 Lost property is kept for 2 weeks.
- 2.16 Photography and Video Recording

Personal photography or filming is not permitted without management approval.

Kings Fitness & Leisure may carry out photography or filming for promotional purposes. Where this occurs:

- Signage will be displayed
- Filming will generally be wide-angle
- Consent will be obtained where individuals are identifiable

If you do not wish to appear, please inform a member of staff.

- 2.17 Feedback can be provided to staff or management. We aim to respond within 5 working days.
- 2.18 The following are not permitted: smoking, alcohol, illegal drugs, chewing gum, and glass bottles.
- 2.19 We reserve the right to change or close facilities without notice where necessary.
- 2.20 We are not responsible for additional costs due to cancellations.
- 2.21 Refunds for cancellations are at our discretion.
- 2.22 Membership fees are non-refundable if services change.

### **3. PAYMENT CONDITIONS**

- 3.1 Memberships may be paid monthly via direct debit or annually in advance.
- 3.2 Failure to pay may result in suspension of access.
- 3.3 Direct debit memberships are ongoing and require written notice to cancel. Minimum term: 3 months.
- 3.4 Couples memberships must be paid from one account, and members must live at the same address.
- 3.5 Concession memberships require proof of eligibility.
- 3.6 Additional activities may incur extra charges.
- 3.7 Joining fees and annual memberships are non-refundable.
- 3.8 Prices are reviewed periodically.

### **4. BOOKING CONDITIONS**

- 4.1 Members may book activities subject to availability.
- 4.2 A minimum of 1 hours' notice is required to cancel bookings.
- 4.3 Missed bookings or late cancellations may be charged.
- 4.4 Online booking is available via our website.
- 4.5 Some bookings require full payment in advance and are non-refundable.

## **5. MEMBERSHIP CHANGES & CANCELLATION**

- 5.1 All membership queries should be directed to the Membership Administrator.
- 5.2 Memberships require one full calendar month's written notice to cancel. For the purposes of clarity, notice will be applied as follows:
  - If notice is received between the 1st and 15th (inclusive) of any calendar month, membership will terminate on the last day of that same month.
  - If notice is received between the 16th and the final day of the month, membership will terminate on the last day of the following calendar month.

Members remain liable for all membership fees up to and including the applicable termination date.

- 5.3 It is your responsibility to cancel your direct debit once the cancellation is processed and confirmed.
- 5.4 Memberships are non-refundable if cancellation procedures are not followed.
- 5.5 Changes must be submitted in writing by the 15th (inclusive) of the month.
- 5.6 Membership suspension for medical reasons requires supporting documentation.
- 5.7 Non-medical freezes may be permitted (fees apply).
- 5.8 Concession eligibility must be declared by the member.
- 5.9 You must ensure cancellation requests are received.
- 5.10 We will acknowledge correspondence within 10 working days.

## **6. LIABILITY**

Nothing in these terms excludes or limits our liability for death or personal injury caused by negligence or any liability that cannot be excluded by law.

Subject to this, Kings Fitness & Leisure is not responsible for loss, damage or theft of personal property, or any indirect or consequential loss.

## **7. COOLING-OFF PERIOD**

- 7.1 A 14-day cooling-off period applies to all new memberships purchased.
- 7.2 You may cancel your membership within 14 days of joining and receive a refund of any fees paid.

- 7.3 Where any facilities, sessions or services have been used within the 14-day period, Kings Fitness & Leisure reserves the right to:
- Deduct the value of services used, or
  - Make a reasonable charge for usage during this period
- 7.4 After the 14-day period, memberships are non-refundable except in accordance with these Terms & Conditions.
- 7.5 This cooling-off period does not affect your statutory rights.

## **8. DATA PROTECTION**

We process personal data in accordance with the UK GDPR and Data Protection Act 2018. Please refer to our Privacy Policy for full details.

## **9. GENERAL**

We reserve the right to amend these Terms & Conditions at any time.

## **10. SWIM ACADEMY & GYMNASTICS – HOME PORTAL TERMS**

- 9.1 The Home Portal is provided by Kings Fitness & Leisure to support communication between customers and staff.
- 9.2 While we aim to ensure information is accurate and up to date, we do not guarantee completeness or accuracy at all times.
- 9.3 We are not liable for any loss arising from use of, or inability to use, the Home Portal.
- 9.4 We are not responsible for the content of external websites linked via the portal.
- 9.5 The Home Portal is provided free of charge to enhance customer experience, but availability and information cannot be guaranteed at all times.
- 9.6 It is your responsibility to ensure your contact details are up to date. We are not responsible for missed communications due to incorrect details.
- 9.7 Progression within lessons is subject to availability and the discretion of the relevant activity manager. Meeting assessment criteria does not guarantee progression.
- 9.8 Assessments may not be updated after every session and recent data may take time to appear.
- 9.9 While we aim to deliver all lessons as planned, sessions may occasionally be cancelled. Where cancellations occur for reasons beyond our control, refunds are not guaranteed but may be offered at our discretion.
- 9.10 These terms may be updated at any time at the discretion of Kings Fitness & Leisure.

**Last updated: April 2026**