

PLANET GYM – MEMBERSHIP INFORMATION

You are primarily responsible for your health and wellbeing, however, we at Planet Gym are concerned that you enjoy our facilities safely.

Our Commitment:

- Whilst we will respect your decision over your training regime we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
- We shall endeavour to maintain a safe environment for you to enjoy your exercise.
- We shall endeavour to ensure that our Fitness trainers and staff are qualified to fitness industry standards.
- We shall always keep confidential any information that you give us regarding your health.

If you are a wheelchair user or need assisted access, we require you to have an induction at one of our venues to ensure your safe use of our facilities and equipment. At this induction you will need to complete a Personal Emergency Evacuation Form with the Gym Management which will be kept for our records. Members must contact the Gym Management team to book this induction.

GENERAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
3. You will be entitled to all the rights and privileges set for the Type of Membership chosen.
4. You cannot transfer this agreement to anyone else if you are on a monthly Direct Debit membership.

CANCELLATION & FREEZES - All cancellations and freezes are dealt with in club.

FREEZES

1. A weeks' notice must be given to freeze a membership. Maximum freeze time is three months

MONTHLY DIRECT DEBIT MEMBERSHIPS

1. You may terminate your 'No Contract Monthly Membership' at any point by cancelling your direct debit with your bank. You will need to give them 3-4 days' notice before a payment is due to be taken. Your membership will then end 1 day before your next monthly payment would have been due.
2. To cancel you 12 month 'Monthly Membership' you need to contact us in club as if you have not completed your minimum number of payments you may be required to provide proof for cancellation.

PAID IN FULL MEMBERSHIP

1. If you have purchased a Fixed Term membership you will not be automatically entitled to any refund. Your membership can be transferred to another person of your choosing

CARD/BARCODE ABUSE POLICY

1. Your Card/Barcode can only be used by you: Your Card/Barcode is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your Card/Barcode secure and confidential at all times. The Card/Barcode remains our property at all times (unless agreed otherwise and evidenced in writing).
2. Use of Card/Barcodes is monitored: In the interests of the safety and security of all our members, use of Card/Barcode and access is monitored and individuals using Card/Barcode may be asked to provide proof of identification.
3. What we will do if we think your Card/Barcode has been misused: Should we believe that your Card/Barcode has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your Card/Barcode has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in paragraph 4 below.
4. Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your Card/Barcode was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply a penalty charge to your membership fees (and increase your direct debit payment(s) accordingly). The penalty charge will be calculated as being equal to the daily membership charge (that applied at the time of use) for each occasion on which your Card/Barcode was used by that individual/those individuals; and/or (b) in the event of serious misuse of your Card/Barcode, for example, your Card/Barcode has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.
5. Your responsibility for another's conduct: If we have reasonable grounds for believing that you knowingly provided your Card/Barcode to another individual or individuals, or allowed unauthorised entry following your entry to the gym (Known as tailgating) in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.

DAILY MEMBERSHIP INFORMATION

1. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
2. Your membership will be activated on the date you specified.
3. Entry is for one single session only
4. No re-entry is permitted
5. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
6. You cannot transfer this daily membership to anyone else nor transfer to another date.
7. You shall be entitled to cancel your daily membership the earlier of: (1) 14 days after the date of purchase; or (2) the day before the date on which you selected your daily membership to activate. If you cancel during this period, you will receive a full refund. After this period the daily membership fee is not refundable.

MISCELLANEOUS TERMS

1. Members must be 11 or older, but must be accompanied by an adult over the age of 18 until 16 years of age
2. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
4. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
5. There may be occasions where we have to close all, or part of, the gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
7. We will not be liable or responsible for outstanding monies paid to a Personal Trainer. Personal Training is arranged directly with the PT and not with Planet Gym.
8. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
9. This agreement is governed by English Law.
10. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
11. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your circumstances change.

INFORMATION ABOUT US

1. If you have any questions or if you have any complaints, please contact us. You can contact us by emailing Us at info@planetgym.co.uk

PROMOTION TERMS

1. Planet Gym reserves the right to end any promotion without warning at any time.
2. Any prizes offered by Planet Gym must be claimed within 21 Days of announcement of the winners. Planet Gym have 45 days to issue any prize
3. All Gym challenges are subject to fair play which is managed in club. Any recorded reps or times must be verified and signed off by a Planet Gym team member.
4. Planet Gym reserve the right to redeem any prize in the form of a voucher or pre-purchased credit.
5. Zero Joining Fee offers exclude pre-opening offer gyms.

FREE PASSES

1. Day passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
2. Free passes have no resale value. They cannot be exchanged for cash or any other product or service and are non-refundable.
3. Passes must be used on consecutive days
4. Free passes should be booked to start before the advertised expiry date. Any passes set for redemption after this date may be cancelled without warning.
5. This daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process.
6. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen.
7. You cannot transfer this daily membership to anyone else nor transfer to another date.
8. Free 3-day pass code is valid on all gyms excluding presale gyms not open through offer period from January 8th – 21st. Start date can only be delayed up to 7 days.