

# Membership Agreement Terms

These Terms form part of your Membership Agreement with us. Your Membership Agreement with us is made when your Membership Application Form is completed and signed. These documents form a legal agreement between us, so please read these Terms and Conditions carefully.

## 1.0 Starting Your Membership

We have the right to refuse any application for membership, or request to change a membership. We have the right to verify, or require proof of all information given in order to become a member. Any fraudulent or wrongful information given in order to obtain membership could result in the cancellation of your membership. Your membership starts from the start date set out on your Membership Application Form.

A photo may also be required to go in your membership profile.

Junior users under the age of 16 may use the gym but must be accompanied by an adult (21+ years of age), or supervised by one of the exercise professionals.

## 2.0 Limitation of Liability

We do not have to pay any compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.

We will not pay you compensation if we have failed to carry out our duties due to: a) a fault of your own, b) someone else not connected with providing our services under these terms, or c) events which we could not have known before hand even if we had taken all reasonable care.

We have the right to make changes to the type of facilities we provide, if we give you notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law.

You bring all personal belongings to the club at your own risk. We accept no liability for loss or damage to property of members which is not caused by employees.

You park your car on the premises at your own risk. We accept no liability for loss or damage to your car and its contents which is not caused by employees.

All lost property will be collected at the end of each day and stored in the office for 2 weeks. Un-claimed items will be thrown away.

## 3.0 Physical Health of Member

It is your responsibility to make sure that you are capable of doing the exercise provided by any programme you follow.

You should consult your doctor before you begin any exercise or programme if you are not sure whether or not it is suitable. If you have any concerns about your physical condition, you must get medical advice before using our facilities.

Before using the gym you must complete a health declaration form and make us aware if any health conditions arise or are worsened. It is your responsibility to make the gym manager aware of any physical

or health conditions that may be affected by physical activity.

We may refuse you access to the facilities if we consider the use of the facilities may put your health at risk.

## 4.0 Expulsion of Members or Termination of Membership by us

We may expel you from the gym or end your membership with notice if, at any time: a) break the conditions of the Membership Agreement, b) do not comply with the rules and regulations of the gym, c) allow other persons to use your membership, d) fail to pay your monthly membership subscription, e) your conduct, in our opinion, may be injurious to the character, name or interests of the facility or is such that it makes you unfit to associate with other members of the club or, f) any part of your monthly subscription payment which is due and payable remains unpaid 30 days after due date of payment.

In the event that we terminate your membership, you will not be entitled to any refund to any monthly subscriptions you have already paid. You will also be responsible to for paying the monthly subscription payments for the minimum term.

We may end your membership for any reason by giving you one month's written notice to cancel it. In these circumstances we will refund you any subscriptions you have paid in advanced for the period after cancellation.

When your membership has ended, and we have taken the final payment from you, it is your responsibility to cancel the direct debit to us with your bank.

## 5.0 Hours of Opening

Hours of opening will be outlined when you sign your membership agreement. These hours may be lengthened or shortened at our discretion with or without any prior notice being given to you.

On occasions the gym may be closed, or withdraw facilities for a certain amount of time to carry out cleaning, repairs, alteration, maintenance or for any reason outside the gyms control without giving you notice We will endeavour to give you reasonable notice of such closure or alterations by display, email or letter.

## 6.0 Events Beyond reasonable Control

If we are not able to provide all services and facilities for 60 days in a row or longer for reasons or events outside of our reasonable control, either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances and during this period.

## 7.0 Change to Terms

We may change these terms at any time. If the changes affect you, we will give you reasonable notice of any changes that we plan to make.

## 8.0 Updating you Contact details

It is your responsibility to make us aware of your up to date contact information, this

includes postal address, email address and phone numbers.

## 9.0 PRIVACY AND DATA PROTECTION POLICY

R Lukins Fitness Limited treats the protection of personal data carefully. We will use personal data for the purpose of administering membership, vetting people for membership, access control, providing you with services, and keeping you informed with any business changes (e.g. opening hours). All data will be stored in a secure manner within the UK. Sensitive information (e.g. health and medical conditions) will be stored in a locked file and not passed to any other parties. All information will remain confidential. You have the right to access information that we hold about you.

By choosing to 'opt-in' to receive communication from R Lukins Fitness, and give consent to the storage of the data collected by you this includes personal information (date of birth, gender, fingerprints for access control, etc), contact details (name, address, email, tel number, etc), payment details(account details), images (member profile pictures), and physical characteristics (body stats, training progress etc). You have the right to withdraw any of this information at any point. To view our full privacy policy statement, or to understand how your data will be securely stored visit [www.rlukinsfitness.co.uk/privacy](http://www.rlukinsfitness.co.uk/privacy).

By accepting the terms and conditions you agree to give consent of the storage and use of the following personal information:

Biometric data (fingerprints for gym access)

Personal details (details on PARQ form)

Contact details (details on PARQ form)

Payment details (account details for direct debit)

Images (CCTV, member profile pictures)

Physical Characteristics (body statistics)