

Energy Fitness Professionals Club Rules

1. The Club

- a) The club is managed by Energy Fitness Professionals (the company) whose principal objective is to provide health & leisure facilities for the Club Members and their Guests. The company has appointed a General Manager, who together with the management team is responsible for the operation of the Club in accordance with these Rules as amended from time to time.

2. Membership

- a) Membership is subject to the rules and regulations of the club as are in force from time to time in force.
- b) The management reserves the right to reject an application of membership to the club.
- c) Membership is personal to the member and is non-assignable, non-transferable and non-refundable except as specified in these Rules. A member may not loan his/her Membership card to permit it to be used by anyone. The company can assign the benefit of these agreements to any person, firm or company at any time without notice to member.
- d) Upon acceptance, the member will be issued with a membership card (which shall remain the property of the company) and the member shall be entitled to all the rights and privileges exercisable by the class of membership for which his/her application has been accepted.
- e) If a membership card is lost or mislaid, the management will replace the card for a nominal charge.
- f) Any member wishing to enter the Club without a valid membership card will only be admitted with the absolute discretion of the management.

3. Initial Joining Fee & Membership Dues

- a) All members shall pay an initial joining fee in the sum specified overleaf upon becoming a Member of the Club, which shall become due immediately upon the member application being accepted. Joining fees are subject to change without notice.
- b) Membership is payable in advance; annually or monthly by direct debit.
- c) Membership Dues may be increased subject to 10 days notice, at the discretion of management.
- d) All direct debit memberships are for a minimum six-month contract from the date of the first debit. After six months, a member wishing to cancel must provide 30 days notice in writing to the club. Any member defaulting on a monthly direct debit payment will be charged an additional £10 per representation. Representation of non-payments will take place every 10 days.
- e) Members who cancel their direct debit before the expiry of the 6-month contract will be subject to legal action to reclaim the outstanding sums owed. Any additional costs incurred by Energy Fitness Professionals in the pursuit of a defaulted contract will be added to any outstanding sums owed by the member. By signing a copy of the direct debit mandate, you have accepted these terms and conditions and will be bound by them.
- f) Energy Fitness Professionals incur a bank charge each time a Direct Debit payment is resubmitted. The management reserves the right to charge an extra £2.00 for each resubmission made on the members account(s).

4. Limitation of Liability

- a) In consideration for the management accepting his/her application for membership of the club, and for he/she becoming and remaining a Member of the Club, the Manager agrees that; Neither the Company, nor its employees or agents shall be liable for any damage, loss or theft of any property belonging to or brought on to the club premises unless caused by negligence of the Management, employees or agents of the Company. Neither the Company or any employees or agent of the Company shall be responsible for any death injury or illness occurring upon the Club premises or as a result of use of the facilities and/or equipment provided by the Club, except to the extent that such death, personal injury or illness arises from any negligent act of the omission of the Company or its employee or agent.

5. Physical Condition of Member

- a) The Member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.

- b) The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or any other ailment such as open cuts, abrasions, open sores or minor infections where there is a risk such use may be detrimental to health, safety, comfort or physical condition of the other members.

6. Expulsion of Members and Termination of Membership

- a) The Management may terminate the Membership of any member without notice and with immediate effect if a Member's conduct is the subject of complaint by another member or members, and is such that in reasonable opinion of the Company it may be injurious to the character or interests of the club, or is such that it renders the member unfit to associate with other members of the club.
- b) The Management may terminate the Membership of any member without notice and with immediate effect if the member shall have committed any breach of these Terms & Conditions of the rules and regulations of the club as are from time to time in operation.
- c) If any part of the initial subscription Fee or the Monthly Membership charge, which is due and payable, remains unpaid after the due date for payment.
- d) Upon notice in writing, if the company is not of the opinion that the member is not a suitable individual for continued Membership of the club.
- e) Any lapses in membership, including monthly direct debit, will result in the joining fee being re-charged on return. All decisions of the management under this clause are final and binding.
- f) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect without claim for any refund of his/her initial joining fee or monthly membership charges paid in advance and shall remain liable for any part of the initial joining fee which remains due and owing to the company at the date of the termination of membership. On termination of his/her membership, the member shall return forthwith his/her membership card and any other evidence of membership provided to that member by the club and shall settle any outstanding debts.
- g) Any member can cancel their membership by giving 30 days advance written notice to the club Secretary, such notice to take effect at the end of the relevant monthly period. All subscriptions and dues must be fully paid, up to date at the time of cancellation.

7. Guests

- a) Members introducing Guests shall ensure that their Guests complete a Guest Pass and pay the current Guest Fee for a guest pass.
- b) Guests must be accompanied by the member introducing them who will be responsible for their Guests' actions whilst on the club premises.
- c) No more than three guests may be introduced to the club at any time by the same member. Prior approval may be granted by the management for additional Guest entry.
- d) Guests with a valid Guest Pass will have the same membership privileges as the Member who is escorting them and will be subject to the same rules. It is the responsibility of the member introducing a guest to ensure that their Guest complies with the club rules.
- e) The management reserves the right to exclude any guest from the club without giving any reason for doing so and may introduce Guests to the club or regulate charges levied for guest passes from time to time.

8. Children

- Children under 18 years are not permitted to use the facility.

9. Dress

- a) Appropriate clean clothing and shoes must be worn at all times in the club and during classes (unless specifically otherwise advised by an instructor). Trainers must be worn whilst using equipment in the gymnasium.

10. Reservations

- a) All reservations for service and/or programmes may be made up to one week in advance. 24 hours notice is required to cancel a reservation. If shorter notice is given, the member who made the reservation may be charged in full unless the booking can be rebooked.
- b) The management reserves the right to refuse to rebook a member who cancels or fails to keep an appointment for services and/or programmes repeatedly.

11. Conduct

- a) Members and guests should use the equipment and facilities in accordance with the advice given by the club staff and/or by notices suitably posted. Members and guest should not abuse the equipment or facilities of the club and any member or guest who willingly or negligently causes such damage shall pay for any damage to club property.
- b) Disorderly, rude or offensive behaviour will result in the termination of membership and for the purpose of this rule; a single breach will be regarded as 'serious'.
- c) No member or Guest shall bring intoxicating liquor or food into the club.
- d) Smoking is not permitted in any part of the club or reception area with the exception of certain designated areas allowed by the management from time to time.
- e) Members or guests may not use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances.
- f) Cars parked in the car park or elsewhere on the premises of the club and all contents in them left at the owners risk and the club will accept no liability for the loss or damage in respect thereof, unless caused by negligence of the management employees or agents of the company.
- g) For security reasons members and guests are asked to store their personal belongings and valuables in the lockers provided. Lockers are provided on a daily basis only and items left overnight will be removed from the lockers and retained for a reasonable period of time appropriate to their value and will subsequently be disposed of by the management.
- h) All members and their guests must take a small towel into the gymnasium when working out in order to wipe the equipment down as a courtesy to the next user.

12. Other

- a) Energy Fitness Professionals have a Data Protection Policy that ensures they comply with the Data Protection Act 1988.
- b) The management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.
- c) The management may from time to time wish to show potential members or others around the club and allow them to use the facilities on a daily basis and reserve the right to do so.
- d) The club's normal hours of operation and the hours, which any facilities within the club are available to members, are obtainable from the company on request. The management reserves the right to adjust the hours for the purpose of cleaning, decorating, and repairs and for special functions or holidays. The management shall endeavour to give responsible notice of any lengthening or shortening of such hours.
- e) The management reserve the right to hold private functions in parts of the club from time to time and will advise membership in advance on the club notice board of any changes in opening hour alterations to the club schedule to accommodate such functions.