

# COMPLETE FITNESS

## MEMBERSHIP TERMS AND CONDITIONS

All Complete Fitness members (“**Members**”) and visitors visiting the premises of Complete Fitness are required to comply with these Terms and Conditions (the “**Terms**”). These Terms are also incorporated into a Member’s contract.

Failure to comply with these Terms may result in Members being denied access to or rejected from the premises of Complete Fitness. In some circumstances, non-compliance may result in the termination of membership.

Complete Fitness reserves the right to amend these Terms as necessary and will give reasonable notice of the same. Members should ensure that they regularly check back to the Complete Fitness website and those Terms displayed in the gymnasium to familiarise themselves with any amendments made. If a Member does not consent to these Terms, they must stop using the Complete Fitness facilities immediately.

### Membership and Membership Cards

1. Membership entitles Members to use the facilities in accordance with these Terms.
2. A membership card will be issued to each Member upon their joining Complete Fitness. Members will be required to swipe their card on each visit to Complete Fitness before using the facilities.
3. If a Member fails to produce a valid membership card they may be asked for proof of identification. In some circumstances a Member’s admission to the premises may be denied.
4. If a Member’s card should be lost, stolen or damaged and a replacement is required, a charge of £5 will be made by Complete Fitness for the replacement.
5. Members must not lend or give their membership card to any other person. Membership is personal to the Member.
6. Members may freeze their membership at any time for a maximum period of 6 months. During the period that membership is frozen, Members will not be permitted to access the premises of Complete Fitness.
7. If a membership is terminated, the Member must return their membership card to Complete Fitness on or before the last day of their membership.

### General

8. Opening times of Complete Fitness will be displayed at the premises and may be amended as appropriate, for example, reduced hours on Bank Holidays.
9. Animals are not permitted on the premises, with the exception of guide or assistance dogs.
10. Members are not permitted to take photographs or videos on the premises.
11. Complete Fitness reserves the right to use photographs or videos taken by staff of Complete Fitness for promotional purposes, and will use its reasonable endeavours to obtain the consent of any Members featured.

### Children

12. For the purposes of these Terms, children are deemed to be aged 15 and under. Children are welcome on the premises of Complete Fitness providing that they are accompanied by a parent, legal guardian or other appropriate person (“**Guardian**”).
13. Children must be under direct supervision of their Guardian at all times on the Complete Fitness premises, and must not be left unattended for any reason.

14. Children and their Guardian must read the NHS and Complete Fitness policies on fitness training for children, and undertake an induction to the facilities. The Guardian will be required to sign the relevant consent forms before access to the premises will be permitted to any children in their care.
15. Children aged 15 and under will not be permitted to join Complete Fitness as members. Children will be required to use a pre-payment card or a day pass in order to gain access to the facilities of Complete Fitness.
16. Children aged 8 and under may use either gender changing room under the supervision of their Guardian. Children aged 9 – 15 must use the changing room of their own gender.

### **Visitors**

17. Non-members are permitted to use the facilities at Complete Fitness provided they have purchased the appropriate pay as you go option and completed a pre-activity questionnaire.

### **Use of the Facilities**

18. Before using any exercise equipment or facilities, Members will be required to complete a pre-exercise questionnaire.
19. If a new medical condition arises or an existing one alters, Members will be required to advise Complete Fitness of the same and complete a new pre-exercise questionnaire. It is the responsibility of Members to advise Complete Fitness of any changes to health.
20. Members will be required to undertake an induction of the facilities and equipment before being permitted to use the same.
21. Members must wipe down equipment after use and return equipment to its rightful place.
22. Members are not permitted to use the facilities at Complete Fitness while under the influence of drugs, alcohol or other medication, supplement or substance which may affect their ability to exercise safely.
23. Smoking, including that of e-cigarettes is strictly prohibited on the Complete Fitness premises.
24. Members are permitted to use the lockers on the Complete Fitness premises for storage of personal possessions while on the premises.
25. Members are not permitted to leave personal possessions while not on Complete Fitness premises. If personal possessions are left in a locker, Complete Fitness reserves the right to open the locker and remove items therein.
26. Any possessions removed will be held by Complete Fitness at reception for a period of 30 days. If they are not collected in this time, Complete Fitness will dispose of the same as deemed appropriate.
27. It is the responsibility of Members to make sure that they can do the exercise provided by any exercise programme followed.
28. Members should consult their doctor before starting any exercise programme.
29. Members are to report breakages immediately to a member of Complete Fitness staff.

### **Health and Safety**

30. The main entrance to the premises must be used when entering or leaving.
31. Members must familiarise themselves and comply with the Complete Fitness health and safety policies in addition to any requests made by staff in relation to health and safety.
32. Glass containers are not to be used on the premises.

### **Clothing**

33. Members must be dressed in appropriate gym clothing and shoes when using the facilities.

34. The staff of Complete Fitness may refuse access or eject Members if their attire is not deemed appropriate.

### **Fees, Termination and Refunds**

35. Membership fees are payable monthly in advance by direct debit.
36. If a Member does not attend and/or use the facilities of Complete Fitness after having purchased a membership (or taken advantage of any special offer or special promotion) they will not be entitled to a refund of any fees paid.
37. A refund maybe given in exceptional circumstances but this will be at the discretion of the manager.
38. Members are entitled to cancel their payment within the initial 14 day period stated in the contract, unless the appropriate waiver has been signed. Any fees paid will be returned to the Member in full.
39. If the Member has used the facilities within the initial 14 day period, any fees paid will be subject to deductions for this use. It is the responsibility of Members to cancel any direct debit at the Bank.
40. After the initial period stated in the contract, Members may terminate this agreement by giving one calendar months' notice in writing to the staff of Complete Fitness at any time.
41. If a Member fails to pay the membership fees due, Complete Fitness reserves the right to refuse entry to the facilities until payment in full of fees due has been received.
42. In the event of a repeated failure to pay membership fees due, Complete Fitness reserves the right to terminate the Member's contract and to take enforcement action for recovery of the same.
43. Complete Fitness may increase the membership fees after the end of the initial period by letter addressed to Members or by prominent display on the premises.

### **Car Parking**

44. The car park is for use by Members and visitors only when on Complete Fitness premises. Cars are not to be left in the car park at any other time and parking overnight or at weekends is strictly prohibited.

### **Liability**

45. The liability of Complete Fitness to compensate you in the case of loss, damage or theft for any personal possessions such as items of clothing or other possessions which you bring to the premises of Complete Fitness is strictly limited to situations where the loss, damage or theft was due to a negligent act or omission by Complete Fitness, and the liability shall be limited to 100% of the value.
46. Complete Fitness will not be liable to Members or visitors where we have failed to carry out our duties due to:
- a. The fault of a Member;
  - b. The fault of someone else who is not directly connected with providing our services under these Terms; or
  - c. Events which Complete Fitness could not have reasonably known about beforehand, even if all reasonable care had been taken.
47. Nothing in these Terms shall seek to limit or exclude liability for death or personal injury resulting from negligence, or for any damage or liability incurred by Members as a result of fraud or fraudulent misrepresentation by Complete Fitness.

### **Complaints**

48. If a Member has a complaint, they should communicate the nature of the complaint verbally or in writing to the manager.

### **Data Protection**

49. Complete Fitness agrees that any personal data you provide will only be used in accordance with the Data Protection Act 1998.