Membership Terms & Conditions

Burn Fitness (Cleethorpes) Limited

INTRODUCTION

To help you get the best out of our gym and to understand our responsibilities to you and your responsibility to us, please read these terms and conditions. If you have any questions a member of our team will be happy to help.

Part A – Terms & Conditions of Membership

All members must keep the same terms and conditions, including members whose membership are linked to other members.

Part B – Rules & Regulations for using the facilities

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for all our members during every visit to the gym.

PART A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to Part A

You – Lead Member

Linked Member – anyone who is linked to your membership

We and Us – Burn Fitness (Cleethorpes) Limited

PRINCIPLE TERMS

1. This agreement commences either:

· If you are on the gym premises, once payment has been made

OR

· If you are not on the gym's premises, once payment has been made and then either you have entered the gym's premises or after a period of 10 days has elapsed, whichever is earlier. If you wish to cancel within the cooling off period and have not entered the gym's premises you can do this by emailing info@burnfitness.co.uk, you will not be refunded the first month's payment and admin fee.

2. Your membership starts on the contract date.

3. You will be entitled to all the rights and privileges exercisable for the type of membership chosen.

4. You cannot transfer this agreement to anyone else.

5. Responsibilities of lead member and linked members – the members will be jointly and individually responsible under this agreement, each member is responsible for paying the membership and terminating the membership.

Membership Types & Length of Memberships

6. **Upfront Membership** subscription, the total payment amount is due from you to us upon joining along with a £5 admin fee and will run for the term chosen. (Annual, Six Months, Three Months or One month)

7. **Fixed 12 Month Contract** membership The initial is payable by direct debit, the first monthly payment and a £5 admin fee is due from you to us upon joining and the Direct Debit Payment Amount is due from you to us on the 1st of the following month. You are obligated to make the minimum number of direct debit payments stated with the first one being paid on the first direct debit payment date, the second on the second direct debit payment date and then every month thereafter. For the avoidance of doubt, you are obligated to make every direct debit payment regardless of non-attendance, whatever the reason for non-attendance may be.

8.**Flex Contract** membership is payable by direct debit; the first monthly payment and a £5 admin fee is due from you to us upon joining and the Direct Debit Payment Amount is due from you to us on the 1st of the following month. You are obligated to make the minimum three direct debit payments stated with the first one being paid on the first direct debit payment date, the second on the second direct debit payment date and then every month thereafter. For the avoidance of doubt, you are obligated to make every direct debit payment regardless of non-attendance, whatever the reason for non-attendance may be.

9. **Student, Golden & Essential Contract** memberships are payable by direct debit, the first monthly payment and a £5 admin fee is due from you to us upon joining and the direct debit payment amount is due from you to us on the 1st of the following month. You are obligated to make the minimum number of direct debit payments stated with the first one being paid on the first direct debit payment date, the second on the second direct debit payment date and then every month thereafter. For the avoidance of doubt, you are obligated to make every direct debit payment regardless of non-attendance, whatever the reason for non-attendance may be.

Evidence of identification is required at the point of joining or within seven days. Failure to provide eligible and current information will result in the membership being cancelled. To qualify for student membership, you must be between 16 and 23 and in full-time education. If aged under 18 a parental consent form must be completed at the time of joining by a legal guardian. To qualify for Golden, you must be aged 65 or over. To qualify for Essential, you must work within the health, military, education or emergency services sector.

10. **Couples Contract** memberships are payable by direct debit; the first monthly payment and a £5 admin fee is due from you to us upon joining and the direct debit payment amount is due from you to us on the 1st of the following month. You are obligated to make the minimum number of direct debit payments stated with the first one being paid on the first direct debit payment date, the second on the second direct debit payment date and then every month thereafter. For the avoidance of doubt, you are obligated to make every direct debit payment regardless of non-attendance, whatever the reason for non-attendance may be. Couples must be in a relationship and residing at the same address.

RENEWAL

11. Once you have completed the minimum number of direct debit payments, we will automatically continue collecting the direct debit payment amount every month. Your membership will be extended by one month for each payment. Each payment made is not refundable under any circumstances. This renewal direct debit payment amount may only be amended if we advise you in writing giving one month's notice. You agree to advise us immediately of any change to the members details provided, for example home address, telephone number and email address.

NOTICE

12. We calculate your membership in whole calendar months. This means that the following applies:

a) Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during the month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one months' notice to end your membership and we receive your notice on the 23rd of the month your notice will start from the 1st of the following month.

b) There are no exceptions to this rule. For example, if you give notice on the 1st of the month your membership will end on the last day of that month, and no more direct debits payments will be collected.

c) Notice **MUST** be given in writing by email to info@burnfitness.co.uk. Your notice is not effective until we receive and respond to your email.

Membership Cards/Fob

13. Membership cards/fob are given at the start of the membership; they are required to enter the gym. Lost cards incur a replacement fee of £5.00.

Suspending Membership

14**. FREEZING YOUR MEMBERSHIP**

Temporary illness, injury, change in circumstance:
Membership may be frozen in the event of serious temporary illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.
Pregnancy: Membership can be frozen if you become pregnant for a maximum of 3 months pre-birth and a maximum of 6 months post – birth, upon the appropriate proof being given.
Emplopyment -should you lose your job we can put your membership on hold for up to 3 months upon the appropriate evidence being provided

Please note – ANY Freeze will not commence until the appropriate proof is provided and we confirmed acceptance.

END YOUR CONTRACT EARLY

15. Where you have a good reason to cancel your contract, we will consider ending the contract by giving us one months' notice, if;

• you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
• you are declared insolvent;
• you are being relocated in your employment to a location which is more than 10 miles from Burn Fitness
• you are moving home to a location which is more than 10 miles from Burn Fitness
Suitable evidence will be required for us to consider the request

SIGNIFICANT CHANGES AT YOUR CLUB & INCREASE OF MEMBERSHIP FEES

16. We reserve the right to make changes to the facilities at Burn Fitness, to the terms of the contract, or to the price we charge you, for any of the following reasons:

- we may change, remove, or improve or add to our service offering at Burn Fitness at our discretion as this ensures we respond to customer needs and remain competitive;
- the cost to us of providing the facilities or other costs associated with running our business increase (for example, we must pay third parties more to provide services or goods to us);
- Increase in VAT
- to introduce new membership fees where the cost of running our business increases;
- we reorganise the way we structure or run our business;
- other valid legal or regulatory reasons; or
- we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.

For any increase in membership fees you will be given three months' notice and a notice period of one calendar month will apply if you do not agree to the membership price increase

Non-Payment of membership Fees

17. If your monthly membership fee is returned by your bank a £5 late payment fee will be added to your account.

18. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection. The reasonable costs incurred in employing the third-party company will be borne by you including costs in tracing you should you have changed your address without telling us

Complaints

19. We are committed to making sure our members are satisfied with the service we provide but we are realistic enough to know the things don't always go according to plan. If you have a complaint, we want to know about it as soon as possible so that we can fully investigate and sort the matter out. If you have a complaint, first tell a member of the staff, if you are not satisfied with their response or help you should contact the manager by email at info@burnfitness.co.uk

Liability

20. We do not accept lability for damage or loss to your property that may happen on the premises or within the grounds where the gym is situated.
We do not accept liability for the injury or death of a member other than the liability which arises from our negligence or our failure to take reasonable care.
Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

Data Protection

21. We will deal with all information we hold about out with our privacy policy which you can get from our website at www.burnfitness.co.uk If you want to know what information we hold about you or you want to correct any information we may hold about you the appropriate procedures as set out in the policy.

PART B RULES & REGUALTIONS

Definitions that apply to Part B

You – any person using the gym facilities under your membership

Linked Member – anyone who is linked to your membership

We and Us – Burn Fitness (Cleethorpes) Limited

General Health & Safety

22. As your safety is our main concern you must pay attention to all signs relating to our health & safety in the gym.

a) Fire exits are clearly marked; the fire assembly point is in the cinema carpark.
b) If you suffer and accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.
c) For legal and health reasons smoking and vaping is not permitted in the gym.
d) You should not enter the gym if you are unwell.
e) Appropriate footwear must be always worn.

Car Park & Bike Storage

23. Height barriers are in place on our site; please ensure your vehicle is under 2.5mtrs before attempting to go under the height barriers. Parking on site if free of charge and you may park anywhere apart from McDonalds Car Park.

A bike storage area is located outside the gym entrance please ensure you bring substantial lock. We do not accept legal responsibility for any bikes left on site, locked or unlocked.

24. **Lockers**

You bring all personal belongings to the gym at your own risk. We do not accept legal responsibility for any loss or damage to these items.

There is a mix of lockers, key coded and padlocks, please bring your own padlock or you borrow one from reception.

All lockers are cleaned at night any belongings left in the lockers will be removed and placed in lost property.

If you find any lost property, please hand to reception. Lost property is kept for three weeks before being given to charity.

Gym Facilities

25. Our aim is to make you feel better, and we try to make this as much fun as possible. We know that everyone has different aims, levels of skills, tolerance and fitness. Our coaches are here to help you achieve your goals.

a) Before you start training in the gym, we require you to complete a Physical Activity Readiness Questionnaire, we also offer an induction, these are compulsory for anyone under the age of 18 years.

b) We offer all members an exercise programme which will be deigned for them by our qualified coaches.

c) if you have any concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice.

d) To make sure you get the most from every activity ensure you warm up properly and take time to cool down.

e) You should not take part in any activity you may not be fit for; you are responsible for monitoring your own condition during physical activity.

f) You should inform the manager, or one of the coaches if there is any change to your physical condition.

g) You are responsible for monitoring your own physical condition, if you suffer any unusual symptoms, you must stop activity immediately and tell a member of the fitness team.

Classes & Booking

26. We have an extensive range of classes to suit all ages and abilities.

a) Classes are available to book online two weeks in advance of the class date. Class can also be booked at reception.

b) If a class is fully booked you can add your name to the waiting list and ask for alerts.

c) In the event of space becoming available an alert is sent, and the space is available on a first come first serve basis.
d) If you cannot attend a class, please cancel as soon as possible so the space can be offered to another member.
e) Class timetables are available on our website and in the gym.
f) We reserve the right to amend and remove classes from our timetable.

Filming & Photography

27. Our gym is a safe space for everyone to train, and as such we take the privacy of all members very seriously. You may take photographs and video recordings for your own personal use if you keep to these rules and extra rules displayed in the gym

a) You must not take photographs or videos of anyone under the age of 18 other than your own children.
b) Anyone that appears in your photograph or video recordings must be aware that you are filming them, and you MUST get their permission first.
c) Filming of any sort is strictly forbidden in our changing rooms.
d) If another member is unhappy that you are filming them and make a complaint to us, we will ask to see the footage, and it must be deleted if deemed to be inappropriate.
e) If a member of the team asks you to stop filming or taking photographs, you must do so.

Food & Drink

27. We offer protein bars and a variety of drinks payable at reception. There are water bottle filing stations on both levels of the gym for you to fill your own water bottles. Coffee in cups or takeaway cups are not permitted on the gym floor when using equipment.

Gym Etiquette

28. Our gym rules and etiquette are displayed throughout the gym and ask all members and their guest to abide by our etiquette policy, failure to do so could result in your membership bring revoked.

- Abusive, foul or racist language will not be tolerated.
- Correct gym clothing must be always worn; no jeans, Flip flops/crocs or slip-on shoes are allowed on the gym floor whist training.

- We ask all members to correctly store their weights/equipment away safely after use.
- Members must always show consideration and care to our members of staff; any complaints must be taken up with our Gym Manager.
- Any violent or aggressive behaviour shown to another member or staff will result in an immediate suspension or revoke of membership.
- Alcohol, drug, smoking or vape use are strictly prohibited in our building.
- Do not share your fob or card with anybody, this card is for your use only.
- Any guest users must be over the age of 18, and we reserve the right to refuse access if we see fit.
- A single visit pass is for one single use only and are only allowed to use our upper gym floor and changing rooms.
- We are not liable for looking after any valuables such as keys, phones or wallets.
- We do not allow any charging of phones or headphones in any of our spare sockets on the gym floor.

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