



## Fitness 35 Terms & Conditions

### **1. Membership**

- 1.1. Your membership will begin on the day you join.
- 1.2. When paying by Direct Debit, an initial payment will be required to cover the period up to your first DD payment.
- 1.3. Your membership is personal to you. You cannot transfer it to another person.
- 1.4. If FITNESS 35 or the bank makes a mistake with your direct debit payment you are guaranteed a full and immediate refund from your bank/.

### **2. Fees**

- 2.1. You must pay a monthly membership which will be determined by your chosen membership package.
- 2.2. Monthly instalments will be due on either the 1st of each calendar month or the next available working day by Direct Debit.
- 2.3. We may change the amount of your monthly payments. If we do, we will write to you at the address you have given us 14 days before the changes take place.
- 2.4. Monthly fees are payable even if you do not use the centre.

### **3. Cancelling Your Membership**

- 3.1. Memberships cannot be cancelled prior to the agreed contract length that you have signed up for and the last payment has been made. A contract may be cancelled once the final payment has been made; this requires 1 calendar month-notice in writing to FITNESS 35. A confirmation letter will be sent back. Queries on cancelled memberships can only be dealt with when a copy of this letter is provided.

### **4. Centre Rules.**

- 4.1. You must comply with the centre rules/etiquette which forms part of this agreement.
- 4.2. We may change the rules/etiquette at any time. We will post notice of any changes at the centre.

### **5. Changing the Agreement.**

- 5.1. We can change the agreement at any time. We will give you 14 day's-notice of this change in writing at the address you have given us.

### **6. Facilities**

- 6.1. You are entitled to use the facilities available for your category of membership package.
- 6.2. You may have to pay additional charges to use certain other facilities/activities at the Centre. You can get a list of these from our reception points. We can change these prices at any time.
- 6.3. Before using any exercise equipment, you must read and sign the Health Commitment Statement/Pre Activity Questionnaire and have a supervised induction session. We can refuse access to the centres facilities if we consider your health maybe adversely affected by the use of such facilities. In such circumstances you will be referred to our GP referral team.
- 6.4. Centre's may open/close earlier during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be available for these periods.
- 6.5. We may change the centres opening times or withdraw any of the facilities at any time if we need them for events, or other special activities.
- 6.6. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to: Give as much notice as is reasonably practicable by displaying notices in the centre.
- 6.7. Your membership does not give you priority over other users or guarantee the availability of facilities.
- 6.8. FITNESS 35 management reserve the right to change the activity programme. Prior notice will be given in the centre relating to activity cancellations or the introduction of new sessions.
- 6.9. Promotions do not apply to existing members.

### **7. Membership Cards.**

- 7.1. You must submit your membership card at respective reception points when accessing facilities; otherwise we will charge you the standard casual rate.
- 7.2. All members must have their photograph taken for identification purposes; this will be stored on FITNESS 35 database. This information will solely be used FITNESS 35 and will not be released to any third parties.
- 7.3. If you lose your membership card/wellness key, we will charge a fee to replace it.