

The New Town Hall: Gym Membership Contract

Title: First and last Name:

Date of Birth: Gender:

Address:

Postcode:

Phone number:

Mobile number:

Email address:

Doctors name:

Phone number:

Emergency contact details

Name:

Relationship to you:

Phone number:

Mobile Number:

How did you hear about our gym?

Membership start date:

Which membership are you signing up for?

All memberships require an initial induction to the gym equipment.

- **Pay as you go:** This is only available in manned office hours and if there is space in the gym when you arrive, space is determined by pre booked sessions by members on our booking system. Sessions cost £5 per hour. Payment can be made by cash or card at the front desk.
- **Annual membership:** A yearly cost of £150 is paid in full on sign up, or by direct debit payments of £15.00 monthly. This entitles you to two, 1-hour long pre booked peak sessions a week, plus you can use the gym any time in off peak times if there is space available.
- **Concessions:** £50 yearly cost or £5 monthly. Under 18s and over 65s, students & those in receipt of certain benefits. Written evidence may be asked for. This entitles you to two, 1-hour long pre booked sessions a week, plus you can use the gym any time in off peak times if there is space available. Payment by Direct Debit payments only.

Direct debit payments will be taken from your bank at the same date every month, Late payment fees apply. Please see terms and conditions for auto renewal conditions.

YES/NO

Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?

Do you feel pain in your chest when you do physical activity?

In the past month, have you had chest pain when you were not doing physical activity?

Do you lose balance because of dizziness, or do you ever lose consciousness?

Do you have bone or joint problem (for example, back, knee, or hip) that could be worsened by a change in your physical activity?

Is your doctor currently prescribing drugs for your blood pressure or heart condition?

Do you know of any other reason why you should not do physical activity?

If you answered yes to any of the questions above, please give more details here:

Please state below any other health concerns or conditions not previously mentioned we may need to be aware of for your safe use of our facilities.

Please consult with a doctor before beginning any exercise programme.

Liability waiver

I am aware of the risks in observing or participating in the activities offered and sponsored by The New Town Hall and I understand that all sports or fitness that I will execute and participate in are entirely at my own risk and perils. I assume complete responsibility and liability for those risks and for the injuries that may occur as a result of these risks, even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any loss or damage I sustain, including personal injuries to me, damage to my property, or damage arising out of my death. It is understood that The New Town Hall is responsible for any damage that would be resulting from a fault of The New Town Hall and its representatives.

I have read, understood, and completed this questionnaire. Any questions I had were answered to my full satisfaction. Please sign, print & date.

X

Please sign, print and date below to show you have read and agree to all the terms and conditions of the New Town hall.

X

The New Town Hall will store the information provided on file, but we will not use it for any third party use. All information provided is private and confidential.

Would you like to opt out of promotional emails from us Yes/No

Gym membership 12-month contract payment terms and conditions

Our gym membership 12-month contract payment terms and conditions.

Principle terms

- This agreement is between the Member and The New Town Hall Whithorn.
- The agreement starts as soon as both parties have signed.
- Membership starts on the membership start date.
- Membership relates only to the facilities at the New Town Hall set out in Membership Terms and Conditions.
- Membership is for a minimum period of 12 months from the membership start date.
- During the first 12 months of this agreement cancellation may only be considered as per the Fair Cancellation Policy below.
- Members are entitled to all rights and privileges for the type of membership chosen.
- This agreement is exclusive to the member and is non-transferable.

Fees and charges (direct debit and annual)

1. All payment for membership is due in advance as follows:

- Annual membership: Payment in full before commencement of membership
- Pay As You Go membership: Payment made to the front desk at the start of every session.
- Monthly direct debit memberships: A pro-rata initial payment for the balance of the first month's membership, followed by advance payments on the first day of each following month by Direct Debit.

2. Initial payment is due and payable immediately before any facilities may be used. These payments are non-refundable except in circumstances where:

- There has been a breach or negligence by us or
- On the valid exercise of your statutory cancellation rights.

3. All monthly membership payments shall be paid by Direct Debit and are payable monthly in advance.

4. A minimum of 12 monthly payments are required before this contract may be terminated (this includes any initial pro-rata payment). Once you have completed the 12 monthly Direct Debit payments you can cancel your automatic renewal payments (see below) anytime by contacting us and giving 30 days' notice in advance. You should not cancel your Direct Debit mandate with the bank until the final months' payment has been drawn.

5. If you fail to pay any amount due under this agreement for a period of more than 30 days, you will be denied access to the facilities until the amount due has been paid in full.

6. You agree to advise us promptly of any change to the member details provided.

7. Annual membership payments are non-refundable.

8. A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect, there will be no entitlement to refund of any monthly membership charges already paid.

9. Monthly membership fees may be increased, subject to 30 days' notice, at the discretion of The New Town hall.

10. For the avoidance of any doubt, any member who re-joins the centre following any previous period or periods of membership shall pay the appropriate joining fee for new members.

11. For members under 18 only (third party payer) the agreement to pay is with the person who gives consent to the membership this must be the same person who makes the payment in full or initial payment and subsequent payments. It is the person over 18 who signs these terms and conditions and pays the membership fee that will be responsible for any breach of these terms and conditions. Members under 18

years of age have the right to cancel their membership anytime by contacting us and giving 30 days' notice in advance.

Membership renewal

12. Annual membership is renewed for one year by payment of the membership fee in full in advance. For monthly Direct Debit memberships, the Membership continues a rolling monthly Direct Debit payment until cancelled by either party. Please see notes on cancellation below.

13. At the end of the first 12 months membership, you may prevent automatic renewal at any time by giving 30 days' notice in advance. You should not cancel your Direct Debit mandate with the Bank until the final month's payment has been drawn.

14. For the avoidance of doubt, New Town Hall will not automatically alter your membership to the concession or if your age or status changes and you meet the eligibility criteria. In order to receive the concession, appropriate evidence must be provided and approved by us. Changes to the price of your membership will be applied from the date the evidence has been approved.

15. Members are required to provide further evidence to meet eligibility criteria in order to renew an annual or direct debit concession membership on a yearly basis. If no evidence is provided the Direct Debit membership will renew automatically and convert to the standard price. Please note for those members over 60 receiving the concession discount, you do not need to provide evidence of age to remain on the concession price.

Fair cancellation

16. The New Town Hall operates a fair cancellation policy. Only under the following circumstances will we consider the cancellation of a membership within the first 12 months of a Direct Debit membership or annual membership.

17. Relocation: This agreement may be cancelled if the member moves to a permanent address more than 15 miles away from the facility. A copy of a utility bill or bank statement showing the new address should be supplied in support of this.

18. Long term (over three month) illness or injury: This agreement may be cancelled in the event of an illness, injury, or medical condition which in the opinion of a suitably qualified medical practitioner, prohibits exercise for three months or longer. Appropriate proof must be provided.

19. Hardship: This agreement may be cancelled where the members financial circumstances have reduced to the extent where it makes it difficult to sustain the membership. Appropriate proof must be provided. E.g.

- Redundancy or loss of employment
- Breakdown of relationship - where a two-income household reduces to a single income

20. Pregnancy: This agreement may be cancelled upon receipt of appropriate written proof being given.

Please note - cancellation for the above reasons will not be affected until the appropriate proof is received in writing or via email. Appropriate proof may be in the form of an official document or a written statement by a medical practitioner, employer, or other official.

21. Breach: This agreement may be cancelled if The New Town Hall is in breach of contract. This includes not providing facilities or services which may reasonably be expected by the member, or where standards fall below that expected.

22. The New Town Hall may also terminate this agreement with immediate effect, on notice to the Member, if there is a breach of gym rules e.g., theft or other criminal activity within the facility. The termination fee for membership cancellation is £10. Conditions that allow the gym to unilaterally cancel the user's membership are breaching our safety procedures, being physically or verbally abusive to any fellow gym users or staff, deliberately breaking or vandalising any equipment or lending your key card to any other person.

23. A membership cancellation will not be implemented until the appropriate evidence is provided by the customer and received in writing or via email by The New Town Hall giving 30 days' notice in advance.

Freezing

24. No membership freeze will be implemented until the appropriate evidence is provided by the customer and received in writing or via email by The New Town Hall.

25. Temporary illness or injury: This agreement may be frozen in the event of a temporary illness, injury, or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits exercise for a period of time. This should be submitted inside 30 days of the situation arising.

26. A membership may be frozen for a minimum of one month and up to a maximum of three months at any one time.

- A membership may be frozen for up to three months within a one-year period from the Direct Debit start date.
- If the membership freeze period exceeds three months, the membership may be terminated in agreement with The New Town Hall and the member.

27. A membership freeze period does not affect the minimum number of Direct Debit payments, or the length of membership purchased. Any Direct Debit payments remaining at the time of the freeze will recommence on a monthly basis at the end of the freeze period. For annual memberships the freeze period will be added on to the end of the original 12-month period.

28. Extension of freeze period: 30 days before the end of the initial freeze period, further evidence must be provided by the customer to the New Town Hall together with a request to extend the freeze period.

Where evidence is required to apply an action, please provide this in writing or by email.

29. We will give you a copy of these Terms and conditions on request, but the current terms and conditions will be available to read from the front office at any time.

30. You may only use the gym equipment and facilities provided by the gym in the correct manner and must not use them in any way which constitutes a health and safety risk either to you or others.

31. You may not use any gym equipment or be in the gym under the influence of alcohol, illegal drugs, or any other illegal substances.

32. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided. Clean gym trainers and exercise clothing should be worn, do not wear anything loose on machines as it could become caught.

33. We do not allow animals in the gym apart from guide dogs. If you require the use of a guide dog, you should inform us of that when you apply for membership.

34. We do not allow smoking/vaping inside the gym, or anywhere else on our property (including outside areas)

35. If you become aware of any damaged or defective equipment you should immediately cease using such equipment and inform a member of our staff,

36. We may withdraw equipment at any time and for any reason, including but not limited to: maintenance, repair, and alteration.

37. we always welcome feedback from our customers, and whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our facilities, services or any other complaint about the gym or any of our staff, please raise the matter with a member of staff and they will provide you with a complaints form if we cannot resolve the issue.

38. The showers at the gym are to be used by one person at a time, unless you are a parent accompanying your child, or a carer breach of this rule can lead to your gym membership being cancelled.