

Membership Agreement

1.

Member's Name:

Address:

.....

Phone Number:

Email Address:

Date of Birth:

Age: (If you are under 18 years of age, parents/guardians should complete consent at the end of this document)

This Membership Agreement between the Member, listed in Section 1 above and Physica Fitness is on a month-to-month basis at the initial dues rate of _____ per month payable in advance.

2. ACCEPTANCE OF MEMBERSHIP

- 2.1 The decision to accept the application of a potential member shall be at the sole discretion of Physica Fitness. Physica Fitness reserves the right to verify or require proof of all information given to obtain membership and any fraudulent or wrongful information given to obtain such membership could result in the cancellation of all membership rights and lead to the payment of all monies due. If the membership application is accepted by Physica Fitness, membership of the Gym by the applicant shall commence on the earlier of a) the date of the agreement b) the commencement of services.
- 2.2 The acceptance of an application for membership of the Gym shall constitute a legally binding agreement between the member and Physica Fitness. Physica Fitness reserves the right to transfer the agreement, all or any part of its rights and responsibilities under this agreement to another organisation or bring the membership agreement to an end. The member hereby agrees also to be bound by the Gym Rules, a copy of which can be found in section 3.
- 2.3 Upon acceptance of the member by Physica Fitness for 24-hour membership, a fob shall be issued by the Gym. Any member losing their key fob is to contact Physica Fitness immediately and a charge of £10 and a replacement fob will be issued.
- 2.4 PIN numbers are issued to all 24-hour members for use with their fob to gain access to the gym. PIN numbers may only be used by the registered member and any fraudulent use of the PIN number by the member will result in cancellation of the membership with no refund being made.

3. GYM RULES

- 3.1 Always consider other members 'rights and privileges' while they are training.
- 3.2 Always pay your membership dues on or before the **fifth day** of each month.
- 3.3 Always unload all bars and machines when you are finished using them and return all weight plates to their proper racks.
- 3.4 Always return barbells and dumbbells to their proper racks at the end of each set.
- 3.5 Always follow directions on the proper use of the training equipment and ask for directions from a member of staff when necessary.
- 3.6 Never drop dumbbells or barbells with five-kilogram plates or less on either side, as this will damage the equipment.
- 3.7 Always dispose of rubbish in the proper place.
- 3.8 If you are the only person using the facility, always ensure prior to leaving you switch off all the lights, turn the running machine off, switch the power off on the speaker and set the security alarm.
- 3.9 Always accept full responsibility for any damage made to the equipment due to your misuse of the equipment.
- 3.10 Shutter doors are to always remain closed.

4. LIMITATION OF LIABILITY

- 4.1 The member acknowledges that Physica Fitness' obligations and liabilities in respect of the gym are defined in this agreement and/or within the Regulations Applicable to All Users.
- 4.2 If the member brings any personal property onto the premises of the gym or onto the gym's parking area, the member takes such action at member's sole risk. It is hereby understood that the gym is not responsible in any way for damage to or loss of any personal property which the member brings onto the premises of the gym or onto the gym's car parking area, including but not limited to, losses due to theft, damage, or car accident.
- 4.3 The member hereby hold the gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by members, on member's behalf, by member's family, and member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and member for himself and on behalf of his family, executors, administrators, and personal representative does hereby forever release and discharge the gym, its successors, assigns, owners, officers, directors, employee, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancelation of this agreement.
- 4.4 Total liability for all claims connected with the services or agreement will be three times fees or £1,000, whichever is greater.

5. PHYSICAL HEALTH OF MEMBER

- 5.1 Members must complete a Physical Activity Readiness Questionnaire (PARQ) before using this facility.
- 5.2 The member warrants and also represents that they are in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.
- 5.3 The member acknowledges that they understand that they are responsible for their own well-being and safety during the unattended hours and in the event of an emergency they will use the emergency help phone numbers.
- 5.4 It is further agreed that all exercises including the use of weights, number or repetitions, and use of all machinery, equipment and apparatus designed for exercising and use of the gym's premises and facilities shall be at the member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by gym employed or agent, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be members entire responsibility, and the gym shall not be liable to members or member's family for any claims, demands, injuries, damages or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services and facilities of the gym or the premises where the gym is located.
- 5.5 An induction is available free as part of the membership for all new members, the member has the choice to opt out of the induction at their own risk. In the event the member does not organise and attend an induction with the gym, this will be deemed to be their confirmation that they have opted out of having an induction and are fully confident about using the equipment safely and as the manufacturer designed the equipment for. In the event that a member opts out of an induction they agree that they have done so following reading and agreeing to the following Induction Waiver:

Induction Waiver: It is formally noted that you have opted out of induction training and will undertake to consult staff on an ongoing basis in manned hours in relation to the safe use of our facilities and equipment and that you accept responsibility for your own wellbeing during unattended hours. Physica Fitness recognises the importance of every new member undergoing our induction training. This is carefully designed to ensure that the individual is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment. We strongly recommend each new member to undergo our induction training. It is hereby noted that notwithstanding our clear advice, you are a confident and experienced gym user and have made an informed decision not to undertake

induction training. In these circumstances Physica Fitness will allow you to use the facilities, provided that you seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise.

6. MEMBERSHIP

- 6.1 There are four categories of membership, (a) 24-hour membership, (b) class membership, (c) 24-hour membership with classes included and (d) Pay-as-you-go
 - a.) 24-hour membership: entitles the member to full use of the gym 24 hours a day, 7 days a week with fob access.
 - b.) Class membership: entitles the member to unlimited classes per month.
 - c.) 24-hour membership with Classes: entitles the member to full use of the gym 24-hours a day with fob access, 7 days a week plus unlimited classes per month.
 - d.) Pay-as-you-go: entitles the member to pay per individual class, gym attendance, personal training session or service provided by Physica Fitness.

All categories of membership shall be subject to these Terms and Conditions of Membership which are in force at the time.

- 6.2 From time to time, Physica Fitness may offer a promotional rate, the promotional rate will run as per the promotion terms and conditions at the time of the promotional offer was made.
- 6.3 Other categories of membership shall be stipulated by Physica Fitness from time to time.

7. MEMBERSHIP CHARGES & TERMINATION OF MEMBERSHIP

- 7.1 All members are liable to pay all monthly membership fees irrespective of actual usage of the Gym facilities.
- 7.2 Monthly payments should be made by Standing Order by the 5th of the month to the following account details:

Account Name: Rhian Foxhall
Account Number: 44778070
Sort Code: 608371
- 7.3 Where sessions are pay as you go, payments are due in advance of sessions. The Client may not participate in training with an overdue account. Sessions not used within two-months will be forfeited.
- 7.4 When paying for personal training packs, payments are due on signing of the Agreement and will be considered past due after seven working days. The Client may not participate in training sessions with an overdue account. Packs not used within two-months will be forfeited.
- 7.5 If a training session is not cancelled with twenty-four-hour advance notice the Client will still be charged for the full amount however, emergencies or sudden illness will be exempt.

- 7.6 If the client decides to cease training with Physica Fitness, there will be no refunds given for unused sessions.
- 7.7 Physica Fitness may change membership charges and fees under this agreement by posting notice of such changes in the gym at least 30 days in advance of such change.
- 7.8 The member may terminate this agreement with 30 days' notice. Notice to terminate membership must be emailed direct to rhian.physica@gmail.com. Physica Fitness do not accept termination requests verbally or by post.
- 7.9 Causes for termination. The following reasons may be acceptable to Physica Fitness subject to formal agreement. Bankruptcy, imprisonment or death. Proof of all three would be required.

8. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY PHYSICA FITNESS

Physica Fitness may terminate the membership of any member:

- 8.1 Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, and is such that in the reasonable opinion of Physica Fitness, it may be injurious to the character, name or interests of the Physica Fitness or is such that it renders the member unfit to associate with other members of the Gym or is such that it is not appropriate for the member to continue their membership or the member's behaviour is in the reasonable opinion of Physica Fitness to be inappropriate and/or unacceptable.
- 8.2 A member whose membership is terminated by the Physica Fitness, shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of their monthly membership fee.
- 8.3 Any member who takes legal action against the Physica Fitness will be considered to have a conflict of interest and will have their membership terminated. The member will be reimbursed for any paid for membership that has not been used from the time of termination. Membership may be resumed upon conclusion of legal action.

9. CENTRE FACILITIES

- 9.1 Physica Fitness reserves the right to make reasonable alterations to the type of facilities provided without notice and shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur for 14 days or less, due to matters beyond our control or improvement works. On occasions, when necessary, maintenance is required, the gym, or parts thereof, may be closed. No refunds would be given as a result of closure.
- 9.2 Physica Fitness reserves the right to change or remove any of the facilities at the Gym. In such an event notice will be given.

10. HOURS OF OPENING

- 10.1 Information in relation to the Gym's manned hours of the facilities are available from Physica Fitness upon request. Such hours may be lengthened or shortened at the absolute discretion of Physica Fitness with or without any prior notice being given to members.
- 10.2 On occasions, when necessary, maintenance is required, the Gym, or parts thereof, may be closed. Any refund given as a result of closure will only be made at the sole discretion of Physica Fitness.

11. INTERNET AND WIFI ACCESS ACCEPTABLE USE POLICY

- 11.1 This Policy is a guide to the acceptable use of Physica Fitness' wired and wireless network facilities and services. Any individual connected to the Wired or Wireless Network in order to use it directly or to connect to any other network(s), must comply with this policy, the stated purposes and Acceptable Use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.
- 11.2 Physica Fitness makes no representation or warranties concerning the availability or security of the wired or wireless network and all use is provided on an as-is basis.
- 11.3 By using the wired or wireless network you agree to defend, indemnify and hold harmless Physica Fitness for any losses or damages that may result from your use of the wired or wireless network.
- 11.4 Physica Fitness takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by you or any third party, or for anything you may encounter or any data that may be lost or compromised while connected to the Wired or Wireless Network.
- 11.5 Physica Fitness reserves the right to disconnect any user at any time and for any reason.
- 11.6 The Wired and Wireless Network is provided as a courtesy to allow our members and guests access to the internet. Users will not be given access to Physica Fitness's internal network or permission to install any software on our computers.
- 11.7 Inappropriate use of the Wired or Wireless Network is not permitted.
- 11.8 This policy does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that Physica Fitness may at any time use to make a determination that a particular use is inappropriate:
 - Users must respect the privacy and intellectual property rights of others.
 - Users must respect the integrity of our network and any other public or private computing and network systems.
 - Use of the Wired or Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited.

- The Wired or Wireless Network may not be used in a manner that precludes or hampers other users access to the Wireless Network or other any other networks.
- Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host, or network.

12. FIRE EVACUATIONS

If you discover a fire, operate the nearest fire alarm. If you hear the fire alarm:

- Leave the building by the nearest exit.
- Do not stop or return to collect personal belongings.
- Go to the assembly point (the car park) and remain there.
- Return to the building only when authorised to do so by a member of staff.

13. THIRD PARTY RIGHTS

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

14. PRIVACY POLICY, DATA PROTECTION & USE OF PERSONAL INFORMATION

14.1 As a Member of Physica Fitness, you have the following rights under GDPR, which this Policy and our use of personal data have been designed to uphold:

- The right to be informed about the collection and use of personal data.
- The right of access to the personal data we hold about you.
- The right to rectification if any personal data we hold about you is inaccurate or incomplete.
- The right to be forgotten – i.e. the right to ask us to delete any personal data I hold about you
- The right to restrict (i.e. prevent) the processing of your personal data
- The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation)
- The right to object to me using your personal data for particular purposes; and
- Rights with respect to automated decision making and profiling.

If you have any cause for complaint about our use of your personal data, please contact us at rhian.physica@gmail.com and we will do our best to resolve this for you.

14.2 For the safety and security of you, our members and staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security at our gyms.

14.3 For promotional purposes only, Physica Fitness may take photos and/or videos of members for use on social media, websites and advertising. Should you not wish us to do, please advise us upon signing of this contract.

14.4 Your data will be processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was collected. Physica Fitness comply with all obligations and always safeguard your rights under the GDPR.

14.5 Physica Fitness shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of personal data and information.

14.6 In the event of termination of this Agreement the Company shall, when directed to do so by the Member, erase all information and data provided by the Member and all copies of any part of the information and data provided by the Member from the Company's systems and magnetic data.

14.7 All personal data acquired by the Company from the Member shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of the Member.

14.8 Physica Fitness may change this Privacy Policy from time to time (for example, if the law changes). Any changes will be posted on our website and recommend therefore that you access this site from time to time to ensure that you agree to any changes.

15. GENERAL

15.1 This Agreement replaces any earlier agreements, representations, or discussions.

Signed By Member:

Print Name:

Date:

Signed By Gym Representative:.....

Print Name:

Date: