



## LION FITNESS – GENERAL TERMS AND CONDITIONS (12 month contract)

### 1) ACCEPTANCE AS A MEMBER

- 1.1 The proprietor shall mean Lion Fitness and shall include all employees and agents of the studio. The proprietor shall have an absolute discretion upon whether to accept the application for membership of the applicant.
- 1.2 Acceptance by the proprietor of an application for membership shall constitute a binding contract between the proprietor and the member upon the terms and conditions of this agreement and the rules of the studio.
- 1.3 Membership entitles you to **UNLIMITED access to all regular fitness classes** for a period of one calendar month commencing on the 1<sup>st</sup> of the month.
- 1.4 Memberships taken out in the middle of the month will be calculated and charged on a pro-rata basis to the end of that month. A full month's subscription will then be payable from the 1<sup>st</sup> of each month.
- 1.5 Membership is unique to the individual who signs this agreement and unless agreed by the proprietor it can not be assigned, transferred or put on hold under any circumstances.
- 1.6 All members must have satisfactorily completed a Health Questionnaire (PAR-Q) within the last 12 months.

### 2) MEMBERSHIP

- 2.1 Membership is for a **minimum commitment of 12 months**.
- 2.2 Unless terminated in accordance with the terms of this agreement your membership will thereafter be automatically renewed on a rolling monthly contract from the 1<sup>st</sup> of every month.

### 3) CANCELLATION OF MEMBERSHIP

- 3.1. After the initial contract period (see 2.1) you may terminate this agreement by giving 30 days written notice, this can be sent by letter or via email to [info@lionfitness.co.uk](mailto:info@lionfitness.co.uk). The 30 day period will commence from the 1<sup>st</sup> of the following month e.g. notice received 23/07/18, termination of membership calculated as 31/08/18 (30 days after 01/08/18).
- 3.2 If you are unhappy with your purchase you can cancel this within the first 7 days and we will issue a full refund of the price you paid subject to an administration charge of £20.00.
- 3.3 You may terminate this agreement in writing or via email, if you are unable to use the membership through serious illness or injury likely to preclude you from using the studio for a period of at least one calendar month. We will require reasonable evidence of the illness or injury e.g. A doctor's certificate. A pro-rata refund will be allowed subject to an administration charge of £20.00 or alternatively your monies can be held on account for a period of up to 90 days to be used against future memberships or purchases.
- 3.4 The proprietor may terminate the membership of any member without notice and with immediate effect in the event of the member either (a) commits a serious breach of the rules of the members conduct (see 5 below) or (b) if any part of the subscription remains unpaid 30 days after the date due for payment, following written demand from the proprietor addressed to the member at the most recent address notified by that member to the proprietor, giving no less than 7 days notice to rectify such non payment.
  - 3.4.1 In the event of termination of the membership in accordance with 3.4 above the member will be liable to pay reasonable compensation to the proprietor in respect of any monies which at the time of such termination are owing to the proprietor in accordance with the contractual agreement, alternatively, if money has been paid in advance under this agreement, to retain the money so paid, to cover any reasonable costs or losses incurred.

### 4) PAYMENTS AND FEES

- 4.1 There is NO joining fee.
- 4.2 **Payments by direct debit** will be collected on the 1<sup>st</sup> of the month via your nominated bank account. All direct debit payments will be taken in compliance with and with the protection of the Direct Debit Guarantee.
  - 4.2.1 Additional charges will be incurred for any unpaid Direct Debits
- 4.3 **Payments by card, BACS or cash / cheque** must be received prior to the first of the month. If payment is not received by the 3<sup>rd</sup> of the month a £10 administration fee will be charged.
- 4.4. All monthly and paid in full membership fees are non refundable.

## **5) MEMBERSHIP CONDUCT**

A Member must:

- 5.1 Comply with any applicable dress code for the studio.
- 5.2 Show consideration for other members and staff at all times.
- 5.3 Not use abusive, aggressive or bad language.
- 5.3 Not bring, use or be under the influence of illegal drugs or alcohol in any part of the premises.
- 5.4 Not behave in an anti-social or disruptive manner.
- 5.5 Rules pertaining to young persons (under 16)
  - 5.5.1 Can not enter or be left at the studio unattended unless attending an organised activity. Young persons under the age of 16 must be supervised by an adult at all times.
  - 5.5.2 Parents are totally responsible for their children's behaviour at all times during a visit to the studio. A member's child should be expected to adhere to the Members Conduct rules.

## **6) RESERVATIONS**

- 6.1 All reservations have to be made on-line or via our mobile app.
- 6.2 We can NOT guarantee your place and failure to make a reservation may result in you not being able to attend a class, spaces are limited to a maximum number of attendees for everyone's safety.
- 6.3 You can reserve your place at each individual session up to 14 days in advance.
- 6.4 We ask that you cancel any reservations that you will not be able to attend at the earliest possibility to allow others to take your place. Should you continually reserve and not attend classes this may result in the termination of your membership

## **7) ONLINE TRAINING**

7.1 Online classes are provided via Zoom Video Communications. For our latest **how to guide** please use the following link: [https://www.lionfitness.co.uk/how\\_to\\_access\\_classes\\_on\\_zoom/](https://www.lionfitness.co.uk/how_to_access_classes_on_zoom/)

Zoom Video Communications app is the world's largest provider of video conferencing facilities. We can assure you they take the security and privacy of data extremely seriously, as do Lion Fitness. We are also doing all we can to protect your privacy and to safeguard against unwanted individuals dialling in to our sessions. This is why you will always receive your own link to a class via email and they will never be shared on social media. Please remember you DO NOT need to create an account with Zoom to be able to access our classes.

7.2 Please note that it is your responsibility to ensure your safety when exercising at home or outdoors. Please make sure that your surroundings are suitable and free of any objects that may cause injury prior to commencing an online session.

7.3 You must at all times follow the instructions of your Fitness Instructor. If any instructions given are not clear, nor suitable to you due to injury (past or present) &/or are not appropriate due to your current fitness level then DO NOT continue. Please highlight your concerns to the Instructor via the video or chat facilities.

7.4. To allow you to hear us clearly we will not be providing music during the online classes. If you elect to play music please make sure it does not interfere with your ability to hear the instructor.

7.5. As per point 1.6 of your membership contract. You MUST have completed a PARQ health questionnaire in the last 12 months. If you have not done this please request a new form from us immediately. It is YOUR responsibility to inform Lion Fitness of any changes in your health.

## **8) ALTERATIONS OR VARIATIONS**

8.1 The membership agreement may be revoked, supplemented or altered by the proprietor at its discretion and the proprietor shall give the Members reasonable notice in advance of any such changes by posting a written notice on the Lion Fitness website / social media pages /notice board.

8.2 If changes affect the fee or charges which a member is liable to pay, the proprietor will also send written notice at least 14 days in advance of the changes being made to the last address the Member provided.

8.3 Where the change to terms and conditions is otherwise such as alterations in class times or days, no refund will be given to the member by the proprietor.

**9) GENERAL TERMS AND CONDITIONS**

- 9.1 The studio is closed on all public &/or national bank holidays.
- 9.2 We reserve the right to use any individual or group photographs or videos of you for promotional purposes, However, where reasonably possibly we will ask for your consent to this prior to its use.
- 9.3 The proprietor is not responsible for the personal belongings of any members.
- 9.4 Complaints should be communicated privately to a member of staff or in writing by post or email.

**10 CONTACT DETAILS**

Lion Fitness, Selby Business Park, Oakney Wood Road, Selby, North Yorkshire YO8 8LZ  
T: 01757 701923      E: [info@lionfitness.co.uk](mailto:info@lionfitness.co.uk)      W: [www.lionfitness.co.uk](http://www.lionfitness.co.uk)

**MEMBERSHIP AGREEMENT**

By entering in to this contract, you agree to enter in to a membership agreement with the proprietor subject to the terms and conditions outlined above.

SIGNATURE:

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NAME:

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DATE:

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