

### TERMS & CONDITIONS

These Terms and Conditions set out the whole agreement between you and us for the supply of services and constitute an agreement between you and us. Please ensure that you read and understand these Terms and Conditions because you will be bound by them.

1. "Sports Club" means a facility owned and operated by The Petchey Academy Sports Club (TPASC)
2. "Sports Club Rules" means the rules and regulations governing the use of TPASC.
3. "TPASC" "us" "we" and "our" means The Petchey Academy Sports Club.
4. "Member" "you" and "your" means on-going direct debit, card payers, annual and daily prepaid members.
5. "PAR-Q" means the Physical Activity Readiness Questionnaire completed by you in person.
6. "Membership card" or "member card" means the card issued to you the member by TPASC.

- a) Persons wishing to become TPA Sports Club users must complete the application form and accompany payment covering the monthly usage fee. Subsequent monthly fees are payable in advance by autopay through the MindBody site and
- b) will be debited on the date of the month when the user registers
- c) If a user does not attend TPASC having purchased a membership, they will not be entitled to a refund of used or unused usage fees.
- d) Users will only be permitted to use the facilities providing their membership is current and fully paid up. If they are in arrears they will not be allowed to enter the facility.

#### General

TPASC may from time to time change or add to these terms and conditions for security, legal or regulatory reasons.

Users who receive concessionary rates will be subject to annual renewal to confirm entitlement.

You must be a minimum age of 18 years to join TPASC. 16 year olds may be able to attend classes but will need to be accompanied by a responsible person.

Members in possession of a current paid membership of any type may access available facilities/classes at any time during opening hours.

Please refer to our timetable.

Membership of all types are non-transferable.

#### PAR-Q Requirements

You must complete the PAR-Q before you start using your membership and by completing the PAR-Q warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects.

#### Health & Wellbeing

On entry into this Membership Agreement, and every time you enter the facility during your membership, you warrant and represent to TPASC that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health or wellbeing. If in doubt, it is your sole responsibility to consult a medical practitioner and or to cancel your membership.

If at any time your health changes or you experience an injury that would be worsened by continuing your exercise routine, you must seek medical consultation and disclose the recommendations as they apply to your exercise routine and/or use of exercise equipment. Members will not be entitled to refunds if they fail to disclose illness or injury as prescribed above.

#### Billing (rolling members)

Membership of TPASC is by electronic payment from a user's payment card or annual payment. TPASC recognises that circumstances don't always allow for an annual contract, so a month by month contract is available to users.

#### Cancellation

**ALL cancellations of memberships must be made in writing to the Community Facilities Manager (CFM).** Cancelling will be subject to 30 days' notice period (E.G. If a client is billed on the 7<sup>th</sup> of the June it must be cancelled by the 6<sup>th</sup> May to prevent a roll over payment being incurred.

#### TPASC Membership Cards

Each member will be issued an access card. Users must present their access card on each visit to TPASC before using the facilities. Any loss of cards must be reported to a TPASC immediately. There is an administration charge of £5 per replacement card.

This card may not be given to any other person or persons for purpose of use of the facility. If you give your card to another person with the intent of their use of your membership the member agreement and your right to use the facilities will be revoked.

Your card will need to be scanned every visit. The turnstiles are kept locked at all times. A member of our staff will unlock the turnstile for you to enter. If the turnstiles are locked they must not be bypassed in any way (jumping over or ducking under). Failure to comply with this policy may result in revocation of your membership.

#### General Behaviour and Use of Equipment/Facility

All users of the fitness equipment must undertake an induction explaining the safe and proper use of each item of equipment and complete and sign an induction form prior to use of such equipment.

You must familiarise yourself with TPASC before your first use. TPASC rules are displayed in the fitness suite and on the website. We may cancel or suspend your membership without notice if you break these rules.

You must wear appropriate clothes and shoes in TPASC. No jeans, work boots or flip-flops are permitted. You must wear clothing that will adequately conceal any intimate areas of the body during rest and exercise.

Smoking, including the use of e-cigarettes is not allowed in any part of TPASC. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of TPASC while under the influence of any of these substances.

The use of cameras is not permitted in the Sports Club. Phone calls in any of the training areas is discouraged. Please use the café or Sports Club reception area to make calls.

You acknowledge that to provide the highest standards of facilities, TPASC may need to close certain facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events which might disrupt the provision of services. Any such disruption shall not amount to a breach of this agreement by us.

# The Petchey Academy Sports Club



The use of TPASC equipment or facilities is entirely at the user's own risk. It is the user's responsibility to ensure that they do not suffer from any medical conditions which would prevent them from safely using the equipment. TPA Sports Club will not be held liable for misuse of the equipment.

The user acknowledges that they must not use any of the equipment unless they are satisfied that they are competent to do so safely and properly. If a user is unsure of equipment use they should refrain from using said equipment until they have been instructed on its proper use by a suitably qualified member Sports Club staff.

Users must use the equipment and facilities safely and properly, and take care to safeguard their own health and safety and that of other users (e.g. not dropping weights on the floor). TPASC will not be held responsible for any loss or injury to the user to the extent that it is caused by their own unsafe or improper use of the equipment or the facilities.

The user acknowledges that they will be responsible for any harm or injury that they cause to another user (e.g. trips over equipment that has not been replaced). The management reserve the right to suspend access to the facility at any time if a user does not adhere to safe and proper use of TPASC equipment as instructed by the staff.

We may refuse admission or ask you to leave the TPASC if we reasonably believe that you have broken any of the General Behaviour and Use of Equipment/Facility rules. No refund will be given if you are asked to leave TPASC in such circumstances.

## Locker Usage and Valuables

Members must secure their personal belongings on their person or place them securely in the lockers provided by us in the member changing rooms. A lock will need to be provided by you to secure your belongings. Property left in these lockers entirely at your own risk. Lockers are for use when in the gym only – any contents in occupied lockers will be emptied overnight and contents will be donated to charity after 2 weeks if they remain unclaimed.

In the absence of any negligence or breach of any other legal duty TPASC shall not be responsible for, or liable to, the user for any loss or damage to possessions which are placed into one of the lockers provided. It is the user's responsibility to check that the locker is properly locked with their personal padlock and secure before leaving their possessions in it.

## Personal Training

TPASC does not allow any independent personal training in the Club by anybody that has not been suitably vetted and authenticated by the Community Facilities Manager. Any members suspected of personal training will have their membership cancelled without refund.

## Access to Facilities

The pattern of opening is subject to staffing levels/arrangements and our service provision is offered in line with being, primarily, an educational provider and as such access to facilities may change from time to time and without notice being served

TPASC will NORMALLY be open 6am-8am and 5pm-10pm Mon-Fri, 8am-6pm on Saturday's and 9am-5pm Sunday's. Any changes to these hours will be displayed via web based media channels. TPASC does not operate during public holiday periods. Over the Christmas period the club will close for approx. one week to provide contingency for staff holiday and annual repairs/maintenance programme to be carried out.

## General Data Protection Regulations Compliance

Once your application has been processed we will ask to take your photograph. This enables us to store your image on file and protects your

card against misuse. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.

In the course of your membership, TPA Sports Club may collect certain personal information about you including your name, your address, your photo, an email address, a telephone number as well as, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You have the duty to keep your personal information up to date and to inform us of any significant changes. The Sports Club have a duty to keep your data safe and secure and provide you with the right to opt out of being included in any Sports Club communications/marketing

Please indicate by ticking your preference below:

COUNT ME **IN** TO MARKETING AND COMMUNICATIONS

COUNT ME **OUT** OF MARKETING AND COMMUNICATIONS

## Personal Details (PLEASE COMPLETE USING BLOCK CAPITALS)

Members Name:

Member Address:

Post Code:

Mob:

DOB:

Email:

Emergency Contact Name:

Telephone No:

I know how to use the weights & CV equipment safely and effectively

I would prefer an induction-

I have read and agree to comply/abide by the terms & conditions as described

Members Signature:

Date:

## OFFICIE USE ONLY

STAFF INITIAL: \_\_\_\_\_ ENTERED ON MB: Y / N

DATE: \_\_\_\_\_ PARQ CHECKED BY \_\_\_\_\_

MEMBERSHIP TYPE (circle as appropriate): Rolling / One Month / Allied Education / Staff / Pre-paid Annual / Pre-paid 6 month

PAYMENT ID: \_\_\_\_\_

PHOTO: Y / N