

## **MOOR GYM MEMBERSHIP TERMS AND CONDITIONS**

### **CONSTITUTION**

Moor Gym is a proprietary club ("The Club"); "the Proprietor" being Chesham Town Council, Town Hall, Chesham, Bucks HP5 1DS and "The Member" is the applicant, as described overleaf.

### **ACCEPTANCE AS A MEMBER**

The Proprietor has an absolute discretion upon whether to accept an application for membership of the Club. Upon acceptance and satisfactory completion of an induction course, for which a separate fee is payable, the Member will be issued with a membership card. Acceptance by the Proprietor of an application for membership of the Club shall constitute a binding contract between the Proprietor and the Member upon these terms and conditions of membership. The Proprietor reserves the right to revise or amend these terms and conditions at any time.

### **LIMITATION OF LIABILITY**

In consideration of the Proprietor accepting the application for membership of the Club and the person becoming and remaining a member of the Club, the Member agrees that neither the Proprietor, its employees or agents shall be liable for any loss, damage or theft of personal property belonging to the Member whatsoever and howsoever occurring on the Proprietor's premises except to the extent that such loss or damage arises from any negligent act or omission of the Proprietor, any employee or agent of the Proprietor.

Neither the Proprietor, employees or agents of the Proprietor shall be responsible for any death or injury occurring upon the Proprietor's premises as a result of the use of facilities and/or equipment provided by the Proprietor, except to the extent that such death or personal injury arises from any negligent act or omission of the Proprietor, an employee or any agent of the Proprietor.

### **PHYSICAL CONDITION OF MEMBERS**

A Member when joining must sign that they are physically capable of undergoing the normal routine of exercise provided by their programme. It is the responsibility of the Member to update their medical record should this information change. If in doubt the Member should consult their Doctor before embarking on a routine of exercise as all exercise, treatments and use of facilities shall be undertaken at the Member's own risk without any recourse on the Proprietor or any employee or agent of the Proprietor.

### **MEMBERSHIP**

Every person applying for individual membership shall be at least 12 years of age. Applicants under the age of 16 years must have signed parental consent and an agreement with the Centre Manager.

Membership only covers the use of the gym facilities at Moor Fitness, Moor Road, Chesham, Bucks. Membership does not include all of the Club's services and facilities, which may be provided at an additional charge, other than special promotions agreed by the Proprietor.

The membership card must be produced on each visit otherwise a full daily charge will be payable. Each visit must be recorded in the Club's records.

Any change of personal details must be notified immediately on the requisite amendment form or email [ctcpool@chesham.gov.uk](mailto:ctcpool@chesham.gov.uk) If the Member changes their name then a new card will be issued free of charge upon receipt of the relevant supporting documentation e.g. marriage certificate.

The Proprietor must be notified immediately in writing should a Member lose or damage their membership card in order for a replacement to be provided. A small fee may be charged for replacement of lost or damaged cards.

### **MEMBERSHIP SUBSCRIPTION**

A membership can be suspended on proven medical grounds. In this case the Member can freeze their membership for a period not less than one month and no longer than six months. The request must be in writing to the Centre Manager and give 30 days advance notice.

If a Member wishes to change their payment method, new details must be provided on the requisite amendment form. It will be the Members responsibility to inform their bank of any Standing Order amendment.

The Proprietor may increase membership subscriptions at any time. The Proprietor shall give the Member not less than 30 days notice of any such increases.

Any Member paying annually will be advised in writing when their subscription is due for renewal.

The Proprietor reserves the right to refuse payment by standing order if persistent problems are experienced in obtaining payment by this means.

### **ASSIGNMENT**

Members cannot sell, assign or transfer their membership.

### **CANCELLATION OF MEMBERSHIP**

The Proprietor reserves the right to refuse issue or withdraw membership and cease to provide a service to any person who contravenes these terms and conditions or the operating and safety procedures of the leisure facility.

If any part of the Membership subscription remains unpaid 40 days after the due date for payment membership will be cancelled without prejudice to the right of the Proprietor to take whatsoever action it deems necessary to recover all monies due in accordance with the contract agreement.

Where the Proprietor cancels a membership, the Proprietor may refuse admission to other facilities and services.

A Member paying monthly or annual Membership subscriptions can cancel their membership at any time by giving 30 day's written advance notice to the Centre Manager.

The Member is responsible for the cancellation of their standing order arrangements with their bank.

No refunds will be made due to cancellation, lack of use or for any other reason.

### **OPENING TIMES**

The Club's normal hours of operation and the hours in which any facility within the Centre is available is specified in the timetables and public notices at the Centre. The Proprietor reserves the right to amend the opening hours according to business needs with due notice being given. The member will be deemed to have notice of any changes.

### **GENERAL**

Dishonestly giving incorrect or misleading information or misusing the Membership card will result in the cancellation of the card and may lead to legal proceedings.

The Proprietor will make every effort to ensure that the full range of services is available but there may be circumstances beyond the control of the Proprietor where some services may not be available. In such circumstances the Proprietor will make no compensation or arrangements in lieu.

A copy of the Centre's operating and safety procedures are available for inspection by Members. All Members are deemed to have accepted these and all Members are required to comply with the same at all times.

The Proprietor may use the information provided by the current Members and lapsed Members to advise of the Proprietor's other facilities and services. If a Member does not want the Proprietor to do this, they may instruct the Proprietor in writing accordingly.

### **DATA PROTECTION**

Chesham Town Council gathers and processes information in adherence with the Data Protection Act (1998). Any personal data collected about you will be used in order to provide you with the services you require. The information we hold about you will only be used for the reason it was obtained.