



Glenariffe Community & Recreation Centre  
208 Garron Road, Glenariffe BT44 0RB  
Tel No: 028 2177 1585  
Email: gym@glenariffecrc.org

## Gym Waiver & Terms and Conditions

You warrant, declare and acknowledge that:

You understand that there is a risk of injury associated with participating and using Gym 208.

You hereby assume full responsibility for any and all injuries, losses and damages that you may incur while attending, exercising or participating in Gym 208. You hereby waive all claims against Gym 208, its instructors, or partners of individually or otherwise, for any and all injuries, claims or damages that you might incur.

The information given by you in entering this agreement is correct and will be relied upon by us.

Our staff, agents and subcontractors are not medically trained and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.

To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and wellbeing, but we at Gym 208 are concerned that you enjoy the facilities safely. To that end we shall:

Endeavor to maintain a safe environment for you to enjoy your exercise;

Endeavor to ensure that Gym 208's Fitness trainers and staff are qualified to fitness industry standard; and

Keep confidential, any information that you give us regarding your health.

We require you to have an induction to ensure your safe use of Gym 208's facilities and equipment upon commencement of your membership and you will also be required to complete a hard copy consent form.

We reserve the right to refuse access at any time to anyone who we suspect to be under the influence of alcohol or other substances.

By signing the Membership Form you agree that you have read and understood this agreement and all of its terms, conditions and warrants detailed above.



# Terms & Conditions

## 1. Introduction

- 1.1 Your agreement is with Friends of Glenariffe ("FoG") operating gym facilities situated at 208 Garron Road, Glenariffe as Gym 208.
- 1.2 These terms and conditions form part of your agreement with Friends of Glenariffe.
- 1.3 These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of FoG/Gym 208.
- 1.4 You must comply with and agree to the rules and regulations that apply at FoG/Gym 208.

## 2. Starting your agreement

- 2.1 Your agreement commences on the start date set out on your membership agreement form.
- 2.2 When your membership starts, you will need to make the payments set out on the membership agreement alongside carrying out your induction. You cannot use Gym 208 until you have confirmed your membership, set up your direct debit and taken your induction.
- 2.3 All members are required to have an induction and purchase an electronic fob which allows access into the building and the gym. A fob costs £10 which is refundable on at the end of your membership. If you lose your fob, a replacement will cost an additional £10. Please note that casual one day users cannot be issued with a fob. Member terms and conditions forbid the loaning or passing of fobs onto other individuals, subsequently guests are also not permitted.

## 3. Type of membership

- 3.1 We offer various types of membership to persons aged 16 or over.
- 3.2 Standard membership refers to any membership outside of a student membership.
- 3.3 Student membership requires provision of a student card on your first visit; it is offered to students aged 16 and above in full time education.

## 4. Your membership fees

- 4.1 The cost of your membership will depend on the type of membership.
- 4.2 We will set out all amounts that you need to pay for your membership on your membership agreement form.
- 4.3 If you are unsure about the fees and any additional charges that you are paying, please speak to the Health and Fitness Coordinator at Gym 208.
- 4.4 During your membership, you must pay your membership fees whether or not you actually make use of Gym 208 unless you have frozen your agreement.
- 4.5 When your membership ends for any reason, and we have taken the final payment from you, you are responsible for cancelling your direct debit. You should not cancel your direct debit before your membership has ended as we may be unable to collect any remaining payments you owe. In such event, we will contact you about this.

## 5. Payment options

- 5.1 Friends of Glenariffe reserve the right to change monthly fees and any additional charges.
- 5.2 The membership fee you pay will depend on the type of membership you choose.
- 5.3 The types of payment options we offer are as follows:
  - 5.3.1 Standard monthly rate payable only by Direct Debit
  - 5.3.2 Student monthly rate payable only by Direct Debit
  - 5.3.3 Standard One Month Taster payable by debit/credit card or in cash
  - 5.3.4 Student One Month Taster payable by debit/credit card or in cash
  - 5.3.5 Annual membership rate payable by debit/credit card or in cash
- 5.4 Our Standard Memberships are monthly memberships. In these terms and conditions, monthly means every Calendar month. A full calendar month starts on the first day of the calendar month and finishes at the end of the

last day of that calendar month. When we refer to month in these terms and conditions, we mean a full calendar month

- 5.5 With the monthly payment options, you commit to membership and to paying the monthly membership fee for at least one full calendar month.
- 5.6 If you join part way through a month or year, we will work out any proportional monthly fees that may apply. Your first payment will therefore be a pro-rata amount with the full amount being taken from the first of the following month.
- 5.7 With the One Month Taster options, full payment for the month will be taken from the day of joining and your membership will run from the date you join to the same date the following month. At the end of the month, your membership will be terminated and your access fob will no longer operate.

## **6. Payment methods**

- 6.1 For all Standard Membership options, your monthly membership fee must be paid in advance every month by direct debit.
  - 6.1.1 You must sign (either an electronic or hard copy format) direct debit mandate form at or prior to the start of your membership and we will take your payment on or around the first working day of each month.
  - 6.1.2 We may, entirely at our discretion, accept other payment methods to start, restart, transfer or upgrade your membership.
  - 6.1.3 When you or your bank tell us about a change to your bank account details, we may ask you to sign a new direct debit mandate form
- 6.2 For all One Month Taster options or Annual Membership options, the fee must be paid in advance and you may pay by debit/credit card or in cash.

## **7. Failing to pay**

- 7.1 This section is about what will happen if you do not pay your monthly membership fee or any other fees or charges you have agreed to pay because:
  - 7.1.1 The account details you gave us for the direct debit are wrong; or
  - 7.1.2 There is not enough money available in your bank account; or
  - 7.1.3 You have cancelled your direct debit without giving us the correct notice period (see section 11 of these Terms and Conditions)
- 7.2 If the account details you gave us for the direct debit are wrong:
  - 7.2.1 We will ask you to pay by cash, debit card or credit card and to give us your correct bank details. You will also be asked to complete a new direct debit mandate form.
  - 7.2.2 While you owe us payments you will not be allowed to enter or use Gym 208. Once your payments are up to date you will be allowed to enter and use Gym 208.
- 7.3 If there is not enough money available in your account:
  - 7.3.1 We will ask you to pay by cash. If, after the second month we have contacted you, you still owe us the payment, we will cancel your membership. Where a direct debit payment has failed or been refused, we may attempt to obtain payment through the same direct debit. You are responsible for any charges imposed by your bank in connection with any failed payments or attempts.
  - 7.3.2 While you owe us payments you will not be allowed to enter Gym 208. Once your payments are up to date you will be allowed to enter and use Gym 208.

## **8. Freezing your membership**

- 8.1 You may temporarily freeze your membership for between one complete calendar month and 12 complete calendar months for the following reasons only. We may require you to produce proof which is satisfactory to us of any of these reasons that you are relying on to freeze your membership.
  - 8.1.1 Pregnancy
  - 8.1.2 Serious illness
  - 8.1.3 Serious injury
  - 8.1.4 Redundancy

## **9. Your right to cancel your membership**

9.1 Cancelling your membership during the cooling-off period:

9.1.1 If you have purchased your membership, you have a legal right to change your mind within 14 days of joining and receive a refund. The 14-day cancellation period commences the day of your membership start date which is stated on your agreement. This is called the 'cooling-off period'. If you choose to cancel within the cooling off period, we will pro rate your refund accordingly.

9.1.2 If you want to cancel your membership within the cooling-off period, you must inform Gym 208's manager.

## **10. Cancelling your membership after the cooling-off period**

10.1 To cancel your membership after the cooling-off period has expired, you must inform Gym 208 in writing. If Gym 208 receives your notice on the first day of the month, your membership will end on the last day of the same month. If Gym 208 receives your notice after the first day of the month, your membership will end on the last day of the following month. This means we will take one more direct debit payment before cancelling your membership. For example, if we receive your notice on 10 May, cancellation will take effect from 30 June.

## **11. Our right to cancel or freeze your membership**

11.1 We may cancel your membership at any time by giving you one month's notice in writing. In these circumstances, we will refund you the fee that you have paid for that month, and any fees you have paid for future months providing this cancellation is not relating to behaviour deemed offensive by our staff.

11.2 We may freeze your membership at any time (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

11.2.1 We, in our professional opinion, consider that you are not medically or physically able to use our facilities safely, or;

11.2.2 You seriously or repeatedly break the conditions of your membership; or

11.2.3 You allow another person to use your membership or fob to gain access to Gym 208;

11.2.4 If you use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct, or if your behaviour or conduct does in Gym 208's reasonable opinion may, put our employees and/or other members at risk; or

11.2.5 If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

## **12. Our right to change your membership, these terms and conditions or the terms of gym use**

12.1 We may, at any time, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

12.2 From time to time we may change our monthly membership fees. We will endeavour not to change the fee more frequently than once in a calendar year and to ensure that any change is reasonable. We will tell you about any change that will apply to you and will give you at least one full calendar months' notice before the change comes into effect. Please see your payment options for details of how fee changes will affect you.

12.3 We may, without notice to you, make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of Gym 208.

## **13. Proof**

13.1 We may need you to provide proof, which is satisfactory to us, of:

13.1.1 Your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or

13.1.2 Your entitlement to cancel or freeze your membership; or

13.1.3 Any email you sent to confirm cancellation or the date you posted your cancellation

13.2 We may require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.

13.3 We may request photographic evidence at your time of joining, to validate your identity.

## **14. Your contact details**

14.1 We will send all letters, emails, communications and information to the email address provided on sign up and

other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your contact details.

- 14.2 If at any point we find that you have provided us with an incorrect name, address or other details which are not our own, we may cancel your membership and prevent you from joining Gym 208.

#### **15. Mobile phones/photography policy**

- 15.1 No cameras, mobile phones, tablets or other electronic or photographic devices are permitted or to be used in changing rooms at any time.
- 15.2 Photographs or videos which include any other gym users present are not permitted without their permission.

#### **16. Gym Housekeeping Rules**

- 16.1 During busy periods please be respectful of other members with regards to popular equipment such as treadmills and limit your time accordingly.
- 16.2 All free weights are to be returned to their racks after use.
- 16.3 Cups and mugs from the kitchen are not allowed in the gym.
- 16.4 Food is not permitted in the gym.
- 16.5 Please bring your own water bottles.
- 16.6 Members should bring a small towel to wipe down machinery after use.
- 16.7 Tracksuits or shorts and t-shirts and appropriate footwear must be worn at all times.
- 16.8 Clashing weights, excessive noises and mistreatment of equipment will not be tolerated.
- 16.9 Please be mindful of other members and check that music and volume levels are acceptable to everyone present.

**Please note:** We reserve the right to refuse access at any time to anyone who we suspect to be under the influence of alcohol or other substances.

#### **17. Liability**

- 17.1 We are not responsible if you ignore recommendations and continue to exercise at Gym 208.
- 17.2 By law, we do not have to pay you compensation for loss or damage you may suffer unless such loss or damage is caused by our negligence or failure to comply with applicable law.
- 17.3 We will not pay you compensation if we have failed to carry out our duties due to:
- 17.3.1 Your own fault; and/or
- 17.3.2 The fault of someone else who is outside of our control or who is not connected with providing our services under these terms and conditions; and/or
- 17.3.3 Events outside of our control or which we could not have known about prior to their occurrence even if we had taken all reasonable care.
- 17.4 You must ensure that you are able to do the exercise on any exercise programme you follow or any class you go to.
- 17.5 You should consult your doctor before you start any exercise, exercise programme or class you attend and/or if you are not sure whether it is suitable and/or if you have a pre-existing illness or medical condition.
- 17.6 We cannot accept liability for theft or for loss or damage to your property in Gym 208 or the car park. It is your responsibility to ensure that your valuables are kept secure.

#### **18. Data protection**

- 18.1 We will only process personal information you give us in accordance with the applicable data protection laws.
- 18.2 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

#### **19. Choice of law**

- 19.1 Your membership with us is governed by the laws of Northern Ireland. You agree that all disputes relating to your membership and or our agreement with you which we are unable to resolve between us will be subject to the non-exclusive jurisdiction of the Northern Irish courts.

#### **20. Opening Times**

- 20.1 We reserve the right to change the gym opening times or withdraw any facilities at any time for repair, alteration or maintenance work, or for any other reason given by the GYM 208 management.