

### Terms & Conditions of Membership

### **Definitions**

In these Membership Terms and Conditions, the following definitions apply: 'the Gym' / 'we' means the Bounce Members gym; 'the Company', means Brightline Performance Ltd. "Linked member' – is anyone who is linked to your membership.

# Contract

The person who signs the membership application is individually responsible under this agreement and is the Lead member. We will only accept changes of membership instructions from the Lead member. Linked members cannot make changes to the membership.

### Minimum Age

Gym Membership is limited to persons who are at least 14 years old. Kids Class Membership is limited to kids aged 8-14 years.

### Gym Facilities

Before you start using the gym, we will ask you to have a supervised gym induction session with one of our qualified fitness coaches. If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice. If you have used gyms before and would not like this induction, please make it clear at the bottom of the form. You then take responsibility for any injuries you incur. <u>Clinic members</u>

You consent to a subjective examination by a qualified clinician to assess the Gym Program required. You consent to any diagnostic material recorded remaining the property of the clinic. This will only be released to other parties with your consent and know that all files are subject to internal and /or external audit by a qualified and appointed person(s). Any treatment to a minor must be approved by a parent or legal guardian and noted below. You use the gym outside of the monitored clinician hours at your own risk.

### Liability

Members bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items other than the liability which arises from our negligence or our failure to take reasonable care. We do not accept liability for any injury or death of any member that may happen on the premises other than the liability which arises from our negligence or our failure to take reasonable care. Payment of Fees

The lead member is responsible for payments of all membership fees for themselves, plus any linked members. Memberships are either charged on a rolling monthly/annual basis, to be paid monthly/annually in advance by Direct Debit or Credit Card

## Cooling Off period

You have a 'Cooling Off' period of 7 days starting on the date a contract is formed. If you wish to cancel your membership in this period, you must notify the gym in writing. We will cancel your contract and refund to you your initial payment.

### Health and Safety

No food or drink except water should be brought into the gym. No pets, unless registered working assistance dogs. To protect the safety of all members please observe all health and safety notices. Fire exits are clearly marked- in case of fire make you way to the fire assembly point in the car park. If you suffer an accident /injury, please report to the duty gym instructor. No smoking is allowed in any parts of the gym. Suspension of Membership

We expect all members to wear appropriate clothing and footwear in the gym and to behave appropriately. Members will be asked to leave, or membership suspended if these rules are broken. Please do not use the gym if you have an infectious illness or condition. We will not tolerate our staff or other members to be verbally abused, intimidated, or threatened. If we find this to be occurring, we may report it to the police and ban you immediately and permanently from the gym.

We will also suspend your membership if your payment fails to be made on the due date and the arrears are not paid within 30 days or if you allow someone to use your membership who has not signed up.

# Termination of Membership

# Rolling monthly contract

You may terminate/freeze your membership for any reason by giving notice 30 days before the next payment date. Please download the Cancellation/Freeze form from our website, print it out and email it to memberships@mybounce.co.uk. We will email you confirming receipt of your notice and the date of termination Membership Fee Increase

# We reserve the right to increase the fees to be charged upon reasonable notice.

#### Complaints

If you have a complaint, you should tell a member of staff. If you are not satisfied, we would ask you to put any complaints in writing to the email address info@mybounce.co.uk.

### Change Of Details

Please keep us informed of any change of address, email address, contact numbers, bank account details for payment and any other information relevant to your membership. Claims

From time to time, we may have to close the gym for refurbishment or because it has been damaged. Under such circumstances no reduction in membership fees will apply but we will give notice. <u>Vehicles</u>

Vehicles and their contents parked in any car park or elsewhere on the site are left at the owner's risk and we will accept no liability for loss or damage.

### Data Protection

We keep to the Data Protection Act 1998. We will deal with all information we hold about you in line with our privacy policy. If you want to know what information we hold about you, or if you want to correct any information we hold, please let us know.

Please choose YES/NO below to let us now if you would like to receive any marketing /offers emails

I would NOT like to receive any Marketing/offer emails: YES /NO

### Photographs and Videos

From time to time, we may take photos or videos for the promotion. of the business of the Company. By signing the membership form you give your consent to you and your linked members appearing in these.

You may withdraw your consent at any time by writing to the Company.

# U18 use of the gym

You consent to your U18 child using the gym unsupervised and accept responsibility for any injuries that may happen other than that resulting from our negligence or failure to take reasonable care.

We strongly recommend that your U18 child has a personal training session prior to using the gym for the first time so that the personal trainer can guide them as to a suitable workout.

Signature: .....

Date: ..... (Signature of Parent /Guardian if under 18)

Name: .....