

OUR TERMS & CONDITIONS

1. MEMBERSHIP

1.1. Your membership will begin on the day you join.

1.2. When paying by Direct Debit, you will be directed to the closest payment date available. If you do not take this date an initial payment (Pro Rata) will be required to cover the period up to your first DD payment.

1.3. Your membership is personal to you and cannot be loaned, sold on or transferred to another person. Members who lend or attempt to sell their membership will have their card rescinded without a refund.

1.4. Membership may be refused or rescinded with good reason at the discretion of the Workout Mill Gym management and admission to Workout Mill Gyms' premises may also be refused to any member or their guest at the discretion of the management.

1.5. If Workout Mill Gym or the bank/building society makes a mistake with your direct debit payment you are guaranteed a full and immediate refund from your bank/building society.

1.6. To qualify for a joint membership, both members must be residing at the same address and paying the membership fee from the same bank account. Proof of address in the form of driving licence, passport or utility bill will be requested when signing up to a joint membership.

1.7. To qualify for concessionary membership rates you will be required to supply evidence of your eligibility. This must be presented when joining the gym or on your first visit to the gym. Evidence for concessionary rates can be presented in the form of your birth certificate, driving licence, passport, a current NUS Student Card.

2. FEES

2.1. You must pay a membership fee which will be determined by your chosen membership package. The membership fee and any other fees are payable in advance by cash, debit/credit card or Direct Debit agreement.

2.2. Monthly instalments will be due on either the 1st of each calendar month or the next available working day by Direct Debit. Membership will continue on a rolling basis once the agreed contract period has expired. It is the responsibility of the member to cancel the direct debit agreement in accordance with the terms set out in clause 3 of the terms and conditions.

2.3. We may change the amount of your monthly payments, providing you are not within a fixed contract period. If we do we will write to you at the address you have given us 14 days before the changes take place.

2.4. Monthly fees are payable even if you do not use the gym.

2.5. The day rate entitles you to use the gym for one day only. It does not include entry to a class. A free day pass may be offered to customers at the discretion of the Empire Gym management. Customers will not be permitted to use more than one free day pass. All free day passes must be presented at the reception before entering the gym.

2.6. A weekly pass is valid for 7 continuous days from the date of purchase. It entitles you to use the gym at anytime for the 7 day period. It does not include entry to a class.

2.7. An annual pass entitles you to use the gym for one year from the date of joining. It will not automatically renew.

2.8. Annual/weekly/day fees paid in advance cannot be refunded under any

circumstances.

2.9. Members will be refused entry to the gym or a class if outstanding payment issues are not settled.

3. CANCELLING YOUR MEMBERSHIP

3.1. Memberships cannot be cancelled prior to the agreed contract length. A membership may be cancelled once the final payment has been made; this requires 30 days notice in writing to Debit Finance ([e-mail info@debitfinance.co.uk](mailto:info@debitfinance.co.uk)). A confirmation letter will be sent back. Queries on cancelled memberships can only be dealt with when a copy of this letter is provided. Contact Debit Finance on 01908 422 007.

3.2. In exceptional circumstances a membership may be cancelled or frozen for a period of time whilst still under the agreed contract period. Please refer to the Direct Debit terms and conditions for your limited right to cancel.

4. GYM RULES

4.1. You must comply with the gym rules/etiquette as detailed in this notice.

4.2. We may change the rules/etiquette at any time. We will post notice of any changes at the gym.

4.3. Members or guests must wear suitable clothing and footwear when using the gym facilities or attending a class.

4.4. Members or guests will not be permitted to join classes once the class has started. Class entry will only be guaranteed for members or guests who successfully book a slot in advance.

4.5. If Workout Mill Gym has to cancel a class due to unforeseen circumstances, we will endeavour to provide as much notice as possible.

4.6. Workout Mill Gym does not accept any form of threatening or abusive behaviour towards members, guests or staff.

4.7. Every member and guest must comply with the reasonable instructions of staff in the interests of health and safety and maintaining smooth running of the gym.

4.8. Only personal trainers approved by the management may use the facilities to train customers.

4.9. Members and guests must exercise due care in particular when using the facilities and/or equipment so as to avoid injury to themselves and others using the gym and those in any doubt about their physical fitness should seek medical advice before attending the gym. Workout Mill Gym shall not be responsible for any injury occurring on the premises whether as a result of the use or misuse of the facilities and/or equipment provided by them.

4.10. Members and guests must accept responsibility for their personal property whilst on the premises and Workout Mill Gym shall not be liable for any loss, damage or theft or personal property.

4.11. Anyone found parking in the allocated disabled parking spaces who does not hold a valid disabled badge will be requested to move immediately and Workout Mill Gym reserves the right to terminate your membership.

5. CHANGING THE AGREEMENT

5.1. We can change the agreement at any time. We will give you 14 day's notice of this change in writing to the address you have given us.

6. FACILITIES

6.1. You are entitled to use only the facilities available for your category of membership package.

6.2. You may have to pay additional charges to use certain other facilities/activities at the gym. You can get a list of these from our website and reception. We can change these prices at any time.

6.3. Before using any exercise equipment or attending a class you must read and sign the Health Commitment Statement/Pre Activity Questionnaire. We offer a free supervised induction session when you join however you do not have to take up the offer. We can refuse access to the gym facilities if we consider your health maybe adversely affected by the use of such facilities. In such circumstances you will be referred back to your GP for assessment.

6.4. Workout Mill Gym may open/close earlier during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be available for these periods.

6.5. We may change gym opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities.

6.6. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to:

6.6.1. Give as much notice as is reasonably practicable by displaying notices in the gym.

6.6.2. Arrange for alternative facilities during a period of closure.

6.7. Your membership does not give you priority over other users or guarantee the availability of facilities.

6.8. Empire Gymmanagement reserve the right to change the activity programme. Prior notice will be given in the gym relating to activity cancellations or the introduction of new sessions.

6.9. Promotions do not apply to existing members.

7. MEMBERSHIP CARDS

7.1. You must submit your membership card at reception when accessing facilities; otherwise we will charge you the standard day rate.

7.2. All members must have their photograph taken for identification purposes; this will be stored on Workout Mill Gym database. This information will solely be used by Workout Mill Gym and will not be released to any third parties.

7.3. If you lose your membership card we will charge a fee to replace it.

8. JUNIOR MEMBERS AND CHILDREN

8.1. If you are 14-16 (inclusive) your parent or guardian must complete and sign a detailed '14-17' Physical Activity Readiness Questionnaire. By completing and signing this document your parent or guardian agrees to allow you to attend Workout Mill Gym and its classes and stipulates that they agree to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

8.2. When you reach 18 your junior membership will end and you will automatically and immediately become an adult member of the gym.
