

Welcome to the online sign up for Oakley Fitness.

Thank you for choosing Oakley Fitness, we look forward to meeting you in club shortly. If you are 12 to 15 years old your parent or guardian must complete the membership on your behalf. Please insert Childs name in the Unique Ref Field.

Terms & Conditions Oakley Fitness

- **This agreement commences either**
- If you are on the club's premises, once you have indicated your acceptance in the Declaration section of this web sign up process. OR
- If you are not on the club's premises, once you have indicated your acceptance in the Declaration section of this web sign up process and then either entered the clubs premises or after a period of 7 days has elapsed, whichever is earlier.

1. Membership

- 1.1. Your membership will begin on the day you join.
- 1.2. When paying by Direct Debit, an initial payment may be required to cover the period up to your first DD payment.
- 1.3. Your membership is personal to you. You cannot transfer it to another person.
- 1.4. If Oakley Fitness 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.

2. Fees

- 2.1. You must pay a monthly membership which will be determined by your chosen membership package.
- 2.2. Monthly instalments will be due on either the 1st, 8th, 15th or 25th of each calendar month or the next available working day by Direct Debit.
- 2.3. We may change the amount of your monthly payments. If we do we will write to you at the address you have given us 14 days or giving as much notice as is reasonably possible before the changes take place.
- 2.4. Monthly fees are payable even if you do not use the gym and are not refundable in any circumstances.
- 2.5. The total first payment amount is due from you to us immediately and is payable on the 1st Direct Debit Payment Date. This amount is not refundable in any circumstances.
- 2.6. Any missed payments are to be cleared in full before returning to the gym.
- 2.7. If there is a challenge in clearing missed payments, an arrangement can be made to clear the arrears and you will be allowed to continue to train. (As long as the arrangement is honoured).
- 2.8. If there are any outstanding arrears without notification of cancellation (within your 12 month agreement), you will be obligated to clear the full amount of the term agreed.
- 2.9. If you have prepaid your membership is for the period you have prepaid.
- 2.10. All membership fees including prepaid membership fees are not refundable under any circumstances.

3. Cancelling Your Membership

- 3.1. Memberships cannot be cancelled prior to the agreed contract length that you have signed up for and the last payment has been made. A contract 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). 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 At the end of the initial period your membership will continue on a rolling monthly basis unless you write or send an email to Debit Finance Collections Plc, giving at least 30 days notice, any amounts paid are non refundable under any circumstances.
- 3.3 During the renewal period your membership can be cancelled by cancelling your direct debit mandate with your bank.
- 3.4 You must comply with the gym rules/etiquette which forms part of this agreement.
- 3.5 We may change the rules/etiquette at any time. We will post notice of any changes at the gym.

4. Changing the Agreement.

- 4.1. We can change the agreement at any time. We will give you 14 day's (or as much notice as is reasonably possible) of this change in writing at the address you have given us.

5. Facilities

- 5.1. You are entitled to use the facilities available for your category of membership package.
- 5.2. 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 reception points. We can change these prices at any time.
- 5.3. The gym may need to be closed for exceptional reasons. No refunds will be available for these periods.
- 5.4. We may change the gym opening times or withdraw any of the facilities at any time for in exceptional reasons.
- 5.5. 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 give as much notice as is reasonably practicable by displaying notices in the gym.
- 5.6. Your membership does not give you priority over other users or guarantee the availability of facilities.
- 5.7. Oakley Fitness management reserve the right to change the activity programme. Prior notice will be given in the gym and on the website relating to activity cancellations or the introduction of new sessions.
- 5.8. Promotions may not apply to existing members.

6. Membership Fobs.

- 6.1. You must scan your membership fob at respective entrance points when accessing and exiting the facilities; otherwise we will charge you the standard casual rate.
- 6.2. All members must have their photograph taken for identification purposes; this will be stored on Oakley Fitness database. This information will solely be used by Oakley Fitness and will not be released to any third parties.
- 6.3. If you lose your membership fob we will charge a small fee to replace it.

7. Junior Members and Children.

- 7.1. If you are aged 12-15 (inclusive) your parent or guardian must sign this agreement on your behalf and you must be accompanied by a responsible adult member at all times whilst at the gym. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

7.2. When you reach 16 your junior membership will end and you will automatically and immediately become a full adult member and sign a copy of this agreement.

8. Inductions Waiver.

8.1 Oakley Fitness Ltd recognises the importance of every new member undergoing our induction training. This is carefully designed to ensure that the individual is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment.

We strongly recommend each new member to undergo our induction training.

Please note that if you refuse an induction, you are still able to use the facilities at the premises, provided that you seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise.

It is therefore formally noted that by failing to request an induction you have opted out of induction training and will undertake to consult staff on an ongoing basis in relation to the safe use of our facilities and equipment.

It would therefore also be noted that notwithstanding our clear advice, that you are an experienced gym user and have expressed your unwillingness to undertake induction training because you feel that you are capable and confident to use the equipment without assistance.

9. General Terms.

- 9.1. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
- 9.2. We may assign the benefit of this agreement and our rights hereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
- 9.3. This agreement is governed by English Law.
- 9.4. We may terminate this agreement with immediate effect on notice to you for any reason whatsoever or if you are in breach of the Clubs Rules. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us at our sole discretion to have occurred primarily in order to qualify you for a refund.

Health Statement

Your health is your responsibility. The management and staff of this organization are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

Oakley Fitness Ltd