

GYM MEMBERSHIP CONTRACT

V4. 19/05/2026

The Terms and conditions ("Terms") set out the terms of business governing the agreement between Longridge Community Gym ("Us", "We", "Our") and You when you purchase a membership from us, or use our facilities.

Gym is managed by Longridge Community Gym CIC which falls under the umbrella of LSEC who hold the lease.

You are advised to read these Terms and rules carefully. By continuing with your membership application and/or whenever You use Our facilities you must confirm that:

You understand and accept all of the Terms below. Acceptance of Your application and any subsequent withdrawal of Membership are at Our absolute discretion.

By agreeing to these Terms, You acknowledge and agree that in entering into this agreement You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these Terms.

Where a Term is generic this applies to all customers, however some of the Terms and Conditions will only apply to specific Members, Memberships or Activities and may not be relevant to all customers.

1. Membership Types and Access

- 1.1 You must have valid proof of Membership on each occasion that You access Our facilities. If you cannot provide relevant proof You will be refused entry and/or usage of the facilities.
- 1.2 **Full Membership, Joint Memberships and Concessionary Membership** include 24-hour access to the gym, subject to the Gym's operating hours and restrictions as outlined in this Agreement.
- 1.3 **Key Stage 3 Membership** is available for those between the ages 12-14, and access is limited to certain times. Key Stage 3 Membership times will be specified by the Gym, and the Gym reserves the right to change these times as needed. From 15 years of age a **Key Stage 4 Membership** will be required to continue accessing the gym's facilities
- 1.4 **Key Stage 4 Membership** is available for those between the ages 14-16, and access is limited to certain times. Key Stage 4 Membership times will be specified by the Gym, and the Gym reserves the right to change these times as needed. From 17 years of age a **Key Stage 5 Membership** will be required to continue accessing the gym's facilities.
- 1.5 **Key Stage 5 Membership** is available for those aged 17, and access is limited to certain times. Key Stage 5 Membership times will be specified by the Gym, and the Gym reserves the right to change these times as needed. From 18 year of age Full time membership or a concession membership will be required to continue accessing the gym's facilities.
- 1.6 **Joint Memberships** are available only for couples who are **living in the same household**. Both individuals must provide proof of residency at the same address (e.g., utility

bill, lease agreement, etc.) at the time of sign-up. Joint Memberships are not available for friends, roommates, or non-cohabiting individuals.

The Gym reserves the right to request proof of address to verify eligibility for joint membership, and failure to provide adequate proof may result in the membership being adjusted to individual rates

1.7 **Concessionary Memberships** are for those that fall into one of the following categories:

- Full-Time Student
- Carer
- Emergency Worker
- Holder of a Blue Light Card
- UC
- Over 60 years of age

Proof of eligibility must be provided at the time of sign-up, or no later than 20 days from sign up. If eligibility cannot be verified, the Gym reserves the right to charge the Member the full membership rate. You will be required at regular intervals to provide new proof as required by Us. If your entitlement changes, You must notify Us.

1.8 The Gym reserves the right to update or alter access times as necessary to comply with safety or operational requirements. Notice will be given when possible.

1.9 Your membership is non-transferrable and the benefits of your membership can only be enjoyed by You personally. You must not allow anyone else to use Your Membership or access the benefits of Your Membership. Failure to comply with this may result in termination and/or exclusion from future use by You or Your party of the facilities.

2. Fees and Payments

2.1 **All memberships**, are based on a **rolling 1-month membership** or a **12-month recurring payment membership** depending on the plan chosen at sign-up.

Rolling 1-month memberships automatically renew on a monthly basis unless cancelled in accordance with the cancellation terms and must be paid by card (via Stripe) or DD unless otherwise agreed by management.

12-month memberships are a fixed term and are not eligible for cancellation within the first 12 months, except in accordance with the Gym's cancellation policy. Full payment must be made upfront. These are put onto a recurring 12 month payment term and must be cancelled within the 12 months to stop any recurring payments.

2.2 Unless in accordance with a Membership Freeze or where a Membership has been cancelled in accordance with clause 3 below Your Membership Payment Fees shall remain payable throughout the Membership period irrespective of Your use of the facility.

2.3 We operate a Cooling Off Period on all Memberships. This means that if you change your mind and for any reason decide that You do not want to continue with your Membership, You can notify Us of your decision to cancel within 14 days of and We will not charge you. All

fees paid in advance will be refunded, providing that you have not waived your right to cancellation by making use of the Membership during this period.

- 2.4 All Membership prices are reviewed from time to time and at least once per calendar year. If Your Fees are paid by Card or DD and are due to be changed, We will notify You at least 10 working days in advance by email and/or by letter.
- 2.5 Membership payments must be made in full and on time. Failure to make payments on time or repeated instances of late payments or unpaid balances may result in termination of the membership. The Gym reserves the right to terminate a membership at any time for failure to pay.

3. Membership Cancellation, Freezing and Termination

- 3.1 **Notice of Cancellation:** A minimum of **one full calendar month's notice** is required to cancel any membership. Cancellations will be processed only after the notice period has been served. Cancellations must be given in writing to info@longridgecommunitygym.co.uk and have received an acknowledgement back before the cancellation will be processed.
- 3.2 **Freezing Membership:** If the Member is away (e.g., studying or traveling), memberships can be paused or frozen for a specified period. To freeze a membership, the Member must provide details to a member of the Gym team in advance of the freeze. Approval is at the Gym's discretion and may be subject to terms and conditions.
- 3.3 Memberships may also be terminated if the Member fails to comply with the terms and conditions of this Agreement, including but not limited to misconduct, failure to attend induction, or inappropriate use of the Gym's facilities.
- 3.4 Any termination of membership carried out by the Gym may only be reviewed or revoked at the Gym's sole discretion. Individuals whose membership has been terminated will not be permitted to rejoin or access the Gym facilities unless prior written approval has been granted following direct contact via email to discuss potential reinstatement.
- 3.5 The Gym reserves the right, at its sole discretion, to refuse membership, suspend access, or terminate membership or use of its facilities at any time, without notice, where it deems such action necessary or appropriate.

4. Gym Usage

- 4.1 A mandatory induction with a qualified staff member must be completed prior to using the Gym for the first time. This induction ensures the Member is familiar with the equipment, safety procedures, and rules of the Gym.
- 4.2 During this induction gym staff will provide the member with valid proof of membership including access to the club's app and/or a membership card. If a replacement membership card is needed please contact a member of the team who can organise this for you, please be aware that there may be a charge for a replacement.

4.3 The Member must sign in and out using either a fob or a QR code on the scanner prior to entry of the facilities. You must not enter the building if your fob or scanner does not work – please contact the management and admin team to discuss further. Tailgating into the facility is strictly prohibited and anyone found doing so may have their membership terminated and future access banned.

4.4 The Member is required to wear **appropriate gym attire** and **suitable footwear** at all times while using the Gym. Failure to do so may result in refusal of access.

4.5 We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. We will, where reasonably possible, display notices in the facility or contact you as far in advance as possible to advise you of such a change.

We will not reduce or refund any Fees because of or in response to such unavailability of facilities, whether or not this is due to the programming of activities and classes but if We make a significant change, You may cancel Your agreement in accordance with the cancellation provisions set out in Clause 5.

4.6 Lockers located at Our facility are for the use of Members using the facility only and can be used under the following conditions:

- You must not take locker keys off of the premises.
- We have the right to gain access to any locker at any time if this is deemed necessary; We will empty all lockers each night and store any items found as lost property, located in the gym office.
- You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers
- Lockers are not to be used for valuable items. We accept no responsibility for the criminal activity of others and items left are done so at your own risk.

Use of the lockers require a £1 coin which will be returned once the key is replaced.

4.7 It is Your duty to ensure that You prevent injury to Yourself and others and to report any damaged equipment or potential hazards.

4.8 Your Health is Your responsibility Exercise carries its own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness, or you have any medical conditions that may affect your safety through exercise you should seek advice from your doctor before partaking in the activity.

4.9 You are not permitted to smoke, vape or use e-cigarettes anywhere on the premises or in the immediate vicinity.

4.10 You are not permitted to enter the facility or partake in activities when under the influence of alcohol or illegal drugs.

The use, possession, or consumption of alcohol, drugs, illegal substances, or weaponry (including but not limited to firearms, knives, or any other dangerous items) is strictly prohibited on the Gym's premises at all times.

Under no circumstances are alcohol, drugs, illegal substances, or weaponry to be brought onto or consumed within the Gym or its surrounding areas.

Members found in violation of this policy will have their membership **terminated immediately**, and may be subject to legal action if deemed necessary by the Gym management or law enforcement.

- 4.11 You are not permitted to bring animals into the facility with the exception of assistance dogs. If You know You require the use of an assistance dog when applying for membership or during your membership term please inform us at that time.
- 4.12 No Children under the age of 12 are permitted into the gym (to train or otherwise) unless prior express written consent has been granted by the Gym Directors or management.
- 4.13 No Photography, filming or any type of recording of images or sound is permitted without you first obtaining permission from the Manager or on duty gym staff. You must not take any images or recordings of anyone without their prior consent, or their implied consent (e.g. they are a family member or your own children). Any extensive filming or photography must be approved beforehand, in writing, by a member of the gym team. You are not permitted to record or capture any images, videos or audio recordings at any time in changing areas, toilets or showers.
- 4.14 The Member agrees to use the Gym's facilities and equipment at their own risk. The Gym is not liable for any injury, loss, or damage to personal property while using the facilities.
- 4.15 Members must behave in a safe, respectful, and orderly manner at all times while using the gym facilities. Misuse of equipment, failure to return equipment, poor hygiene, excessive noise, harassment, intimidation, abusive or discriminatory behaviour, and failure to follow posted rules or staff instructions are strictly prohibited.

Any conduct that disrupts operations or endangers, inconveniences, or offends other members or staff will result in immediate removal from the premises and may lead to suspension or termination of membership without refund, at the sole discretion of the gym.

5. Unmanned Facility Access and Member Responsibility

- 5.1 You may be granted access to the Facility during designated unmanned hours ("Unmanned Hours"), during which no staff or representatives of the Gym are present on-site. Access during Unmanned Hours is a privilege granted at the Gym's sole discretion and may be modified, suspended, or revoked at any time.

You acknowledge and agree that use of the Facility during Unmanned Hours is undertaken at Your own risk. You understand that no supervision, instruction, or emergency assistance will be available on-site and accept full responsibility for Your own safety and conduct.

Member Responsibilities. During Unmanned Hours, the Member agrees to:

1. Use the Facility and equipment in a safe and proper manner consistent with posted rules and instructions.
2. Refrain from permitting access to any non-member or unauthorized person.
3. Secure the Facility upon entry and exit, ensuring doors and windows are properly closed and locked.
4. Immediately report any equipment malfunction, damage, accident, or suspicious activity to the Gym either via the app, email or in person.
5. Comply with all posted safety guidelines and emergency procedures.

Liability. To the fullest extent permitted by law, the Gym shall not be liable for any injury, loss, or damage sustained by You during Unmanned Hours, except where caused by the Gym's gross negligence or wilful misconduct.

You agree to indemnify and hold harmless the Gym from any claims, damages, or losses arising from the Your use of the Facility during Unmanned Hours, including any unauthorized access granted by You.

The Gym has installed 2 emergency call point buttons, one in the functional room and one in the Gym room, to activate them you must press and hold the two red buttons on the top of them. This will trigger an alarm to Gym management and to the Directors of Longridge CIC who shall then travel to the gym. Please be aware that these call points DO NOT directly contact emergency services, if the situation requires the emergency services You must call them directly first.

6. Fitness Classes

- 6.1 The Gym offers advertised fitness classes as part of the membership fee. However, some additional classes or events may be conducted at the facility by third-party providers and may require an additional payment to the provider directly.
- 6.2 Management reserves the right to cancel or alter scheduled classes as necessary, due to low attendance or any operational requirements. No refund will be provided if a class is cancelled, an alternative class will be offered if available.
- 6.3 If a class is fully booked and you are on the waiting list you will allocated a place on a first come first served basis
- 6.4 Repeated failure to attend a booked class, or cancel within 24 hours of the class start time may result in the inability to book classes in the future or Your withdrawal from a class attendance

7. Personal Trainers

- 7.1 Only authorized Personal Trainers (PTs), as approved and supplied by Gym management, are permitted to provide training services within the Gym's facilities. Unauthorized PTs, or any individuals not officially contracted by the Gym, may not train members or others in any capacity. It is at the Management and Directors discretion as to whether you are seen to be conducting as a 1-1 coach or PT.

- 7.2 Any individual found to be training or coaching another person within the Gym under any form of business arrangement—whether agreed within or outside of the Gym facilities—may have their membership or agreement terminated immediately.
- 7.3 Personal trainers provided by the gym may only train persons with an up-to-date gym membership.
- 7.4 Personal training sessions are arranged directly with the trainers, and all payments must be made directly to them.
- 7.5 Whilst the Gym takes all reasonable care and due diligence in selecting suitably qualified and competent Personal Trainers, it accepts no liability for any injury, loss, or damage arising from guidance, advice, or training provided by a Personal Trainer. Any incidents, concerns, or complaints must be reported to Gym management immediately. Where management are involved in the incident, the matter should be reported to the LSEC Directors.

8. Conduct and Compliance

- 8.1 The Gym reserves the right to refuse access, terminate membership or exclude any individual who is not complying with these terms and conditions or who behaves in an unsafe or disruptive manner.

9. Data Protection

- 9.1 The gym collects and processes members' personal data solely for the purposes of membership administration, facility access, billing, communication, and legal compliance. All personal data will be handled in accordance with applicable data protection laws and will be kept secure, confidential, and protected against unauthorized access, loss, or misuse.

Personal data will not be shared with third parties except where required by law or where necessary for the operation of gym services. Members have the right to access, correct, or request deletion of their personal data, subject to legal and operational requirements

10. Our Responsibility to you

10.1 The gym will take reasonable care to provide access to the facilities and maintain equipment in a safe and serviceable condition. However, use of the gym and its facilities is at the member's own risk. The gym does not accept responsibility for loss, theft, or damage to personal property, or for injury, illness, or death except where caused by the gym's proven negligence or where liability cannot be excluded by law.

The gym may suspend or restrict access, in whole or in part, without notice where necessary for safety, security, maintenance, or operational reasons, including during a 24/7 operation.

11. Amendments to Terms and Conditions

11.1 The Gym reserves the right to make changes to these Terms and Conditions at any time, provided that Members are notified of any changes in advance. Continued use of the Gym's facilities after such amendments will constitute acceptance of the new terms.