

Rossis Membership T & C's

Terms & Conditions

1. Definitions

1.1 The Club: Rossis Leisure Ltd

1.2 The Club Rules: The rules and regulations of the Club, as amended from time. A copy of the Club rules will be supplied to you with your application for membership and further copies will be made available on request.

1.3 Commitment Period: The minimum term you are committing to remain a member of the Club from the Start Date of to the commitment period end date of 3 months from the start date.

1.4 The Club shall have absolute discretion upon whether to accept any application for membership. If we accept an application, membership of the Club shall commence upon the date of acceptance.

1.5 Upon acceptance the member shall be entitled to all rights and privileges exercisable by the class of membership for which their application to the Club is gained on presentation of a valid membership card or barcode.

2. Membership

2.1 By signing this membership application form the member agrees to comply with these Terms and Conditions of membership and the Club rules.

2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

3. Fees

The Club will set the level of fees and will review such fees periodically. The Club will give you at least 30 days written notice.

3.1 Joining fee: A joining fee becomes payable immediately upon acceptance of these membership terms, the point at which your membership will commence.

3.2 Membership fees: The level of membership fees shall be determined according to the type of category of membership.

3.3 Guest user fee: A fee will be set by the Club from time to time in respect of guests of members who wish to use the Club facilities.

3.4 If the Club fails to collect a direct debit payment from your account, you will be notified of this. We will apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any due payments to a debt collection agency. We may charge a fee for failed direct debit payments and for letters sent to you in respect of unpaid amounts.

3.5 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.

3.6 Any unpaid or overdue membership fees referred to a debt collection agency may be subject to a surcharge to cover the collection costs incurred. This surcharge, together with all other surcharges and legal fees incurred in collection of overdue

membership fees, will be the responsibility of the member and will be legally recoverable from the member.

3.7 We will charge a fee for replacing membership cards.

3.8 If through circumstances beyond the control of the Club we are unable to provide the full range of services as advertised, the member shall remain liable for all membership fees.

4. Freezing of Membership

If you are unable to make use of the Club facilities by reason of illness or injury, you may freeze your membership for a continuous period of at least 1 month and a maximum of 3 months. Written notice must be given to the Club by the 12th of each month. Freeze option is not available for your initial 3 month period.

5. Termination

5.1 Termination by the Club. We may terminate this agreement in the following circumstances:

- a) If you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice.
- b) If any part of your membership fee remains unpaid 30 days after its due date for payment.
- c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
- d) The Club reserves the right to terminate any membership, at any time for any reason.

If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

5.2 Termination by you. You may terminate this agreement in the following circumstances:

- a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period.
- b) You may terminate your membership by giving the Club 1 full calendar month's notice, so that your membership will terminate at the end of the following calendar month after notice was given. You may terminate this agreement on one calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of at least 6 calendar months (We will request reasonable evidence of your illness or injury - e.g. a doctor's certificate).
- c) Cancelling your direct debit instruction for the payment of fees is not sufficient.
- d) You may also terminate this agreement if:
 - i) We change the location of the Club; or
 - ii) We close the Club for refurbishment for a period of more than 30 days at a time.

5.3 On cancellation or amendment to a couple's membership the membership will change to a single membership.

6. Access to the Club

There is an option of using your Smartphone or a membership card to gain entry to the Club. You must swipe for security and verification on each visit before proceeding into the Club.

6.1 Members will generate a bar code through their smartphone on a daily basis to gain entry to the Club. The bar codes cannot be screenshot and are non-transferable and any members allowing their bar code or smartphone to be used by another person is in serious breach of their membership Terms and Conditions and will entitle the Club to terminate membership without notice in accordance with Clause 5 above.

6.2 Membership cards will be issued to members not requiring the smartphone option to gain entry to the Club. Membership cards are not transferable and any members allowing their card to be used by another persons in serious breach of their membership Terms and Conditions and will entitle the Club to terminate membership without notice.

7. Club Rules

7.1 The Club may amend the Club rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club rules will only be made after at least 30 days notice to members, except in the case of emergency.

7.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

8. Restriction of Liability

8.1 Subject to 8.2 & 8.3 the Club will not accept liability for any loss or damage to or theft of money, valuables or other personal property of members and guests. Property kept in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage will be accepted by the Club.

8.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as where the damage was due to a negligent act or omission by us.

8.3 the Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to

- a) Your own fault
- b) A third party unconnected with our provision of services under this agreement
or
- c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

8.4 If you, your child or guests suffer an accident or injury on our premises, you must report it to a member of the team.

8.5 The member warrants and represents that they are in good physical condition and capable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition. Members accept the risk of injury performing exercises and are advised to consult their doctor prior to the beginning of any programme or class.

9. Health & Safety

Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

10. Sale of the Club

In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

11. Notices:

11.1 Notices from you to the Club must be addressed to Rossis Leisure Ltd and emailed to reception@rossisleisure.com. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be posted to you at your address in the membership account (or, where these terms permit, displayed on notice boards at the Club).

11.2 The Club will send all letters and email information to the address and other contact details you have given the Club on your membership agreement form. You must keep the Club up to date with any changes to your address or other contact details by filling in administration form at the Club. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last contact details notified on the membership agreement form.

12. Data Protection

12.1 It is important that the Club hold the most up to date contact details for you. You're responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

12.2 The Club will record any personal information you give us in line with the current data protection laws.

12.3 The Club will keep any medical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or medical professionals in the case of emergency.

12.4 The Club will retain your data for as long as you are a member. On termination of your membership, your personal data will be stored for a maximum period of 6 years for the purposes of responding to you in the event of any future indemnity claim that may arise.

Application Declaration - Before signing please read the terms set out below and above

I confirm the above information is correct and apply for membership of the Club under the standard terms and conditions which I have had an opportunity to read and discuss with the Club. In particular I understand and have discussed the following with the Club:

- 1) My membership will continue automatically after the commitment period end date unless notice is given as per the standard terms and conditions. After the Commitment Period I may terminate my membership by giving the Club at least 1 full calendar months notice, so that my membership terminates at the end of the following calendar month after notice was given.
- 2) I may request to freeze my membership by reason of illness and / or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during freezing of my membership.
- 3) I acknowledge that my initial membership of the Club is from the start date of To the commitment period end date of and agree to pay in full due to the respect of this Commitment Period.
- 4) I confirm having received the following documents This Membership Application [], Club Rules [], Direct Debit Mandate [], Additional Information Form [], Privacy Notice []

Privacy Notice - By completing this form you agree and accept that we may gather, process, store and / or use the personal data you disclose for the purposes of providing you with the services defined in this membership agreement. Please confirm you have read our privacy notice by ticking this box []