

# TERMS & CONDITIONS

## 1) MEMBERSHIP

If you sign this agreement with *The Warehouse Health Club (Aberdeen) Limited*, registered number: SC442265, registered office: 20 Mearns Street, Aberdeen, AB11 5AT, you agree to become a member of the club for the term stated in section 2. Your relationship with the club is governed by these terms and the club's rules. In so far as the club's rules differ, these terms will apply.

Entry will only be allowed by means of a valid membership card, used via the swipe system. If a member is looking to use the facilities without their card then they will have to pay a £5.00 entry fee each time until they are able to produce their card. **This money will not be refunded.**

Guests may be signed into the club at stated cost (see club's reception). The guest must be fully aware of the club's rules prior to using the club's facilities. They will also be asked to sign the register at reception which is also a disclaimer waiving the right to any legal recourse should there be any injury or damage to property.

Towel hire can be arranged at a charge of a £1.00. The towel MUST be returned to Reception and placed in the Towel Bin provided after use.

## 2) MEMBERSHIP PERIOD

**GOLD MEMBERSHIP - You agree to remain a member of the club for at least the "Minimum Term" of 12 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, "the term". Members will be notified prior to any changes taking place.

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**SILVER MEMBERSHIP - You agree to remain a member of the club for at least the "Minimum Term" of 12 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, "the term". Members will be notified prior to any changes taking place.

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**PRICE MATCH MEMBERSHIP - You agree to remain a member of the club for at least the “Minimum Term” of 12 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, “the term”. Members will be notified prior to any changes taking place.

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**STANDARD YEARLY MEMBERSHIP - You agree to remain a member of the club for at least the “Minimum Term” of 12 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, “the term”. Members will be notified prior to any changes taking place.

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**PARKING YEARLY MEMBERSHIP - You agree to remain a member of the club for at least the “Minimum Term” of 12 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, “the term”. Members will be notified prior to any changes taking place. You will receive money reimbursed for a maximum of 3 x £2 parking tickets per week. Tickets must be redeemed within 7 days of issue. Reimbursement after this time will not be honoured. This will be refunded in cash on production of Members name, Membership Number and issued Parking Ticket to Reception. It is expected that tickets redeemed have been purchased by the individual who pays the tariff for "PARKING YEARLY and PARKING + MEMBERSHIP." The Warehouse Health Club (Aberdeen) Ltd have the right to refuse reimbursement if they believe these conditions have not been met.

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**STUDENT MEMBERSHIP - You agree to remain a member of the club for at least the “Minimum Term” of 2 months as agreed by yourself.** If you wish to remain a member after this term please be advised that Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give 30 days notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc. Any Direct Debit payments due within those 30 days will require to be paid. This responsibility lies with the Member not *The Warehouse Health Club (Aberdeen) Limited*. Any money received due to non cancellation of said Direct Debit will not be refunded. All memberships are non transferrable and prices may be changed during, “the term”. Members will be notified prior to any changes taking place.

## 3) CANCELLATION

**You cannot cancel your membership until you have been a member for at least the “Minimum Term” as stated in Clause 2 above in relation to your Membership Option as agreed by yourself.** Debit Finance Collections Plc will continue to collect your monthly subscription after the minimum term. Should you not wish to continue subscribing after the minimum term you must give notice to cancel the contract on the month before the final payment of the minimum term. If you wish to cancel the contract at any time after the minimum term you must give one months’ notice. The notice should be in writing or by email and sent to *The Warehouse Health Club (Aberdeen) Limited* and Debit Finance Collections plc

There are Limited Rights to Cancel. During the minimum term of the agreement you may cancel the agreement only:-

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hour of the services unreasonably.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
5. If you lose your employment and are unable to keep up the repayments as a result. You must produce documentary evidence and initially we shall be prepared to suspend payment for two months and review with you your financial situation thereafter.

### **Termination Payment for Early Cancellation**

If you cancel your subscription during the minimum contracted period, other than in the circumstances set out above, we shall be entitled to a termination payment (a “Termination Payment”). The Termination Payment will be the total of:

1. The arrears, if any.
2. Any accumulated late payment charges that have been or will be incurred.
3. The monthly subscriptions that would otherwise have fallen due before the end of the minimum contracted period.

You will be given credit for early payment and this will be a discount allowed against the total you have to pay. For details of how the discount is calculated please contact Debit Finance Collections plc.

Prepaid memberships are non-refundable. There is a 7 day cooling off period for new gym members who take out the direct debit option. The Pro Rata payment is non-refundable.

## 4) PAYMENT

- a) The pro rata payment specified is calculated in relation to the date joined and the date of deduction of your first Direct Debit payment. All subsequent membership subscriptions are payable on one of the dates stated (1<sup>st</sup>, 8<sup>th</sup>,

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15<sup>th</sup>, 25<sup>th</sup>) of the month to which they relate. Please note that additional charges may be required for certain services (eg. refreshments, sunbed etc).

- b) Membership subscription rates may be reviewed at any time during the Minimum Term. In the event that they are changed, you will be given 14 days written notice. We reserve the right to increase the Membership rate and therefore your particular price insofar as any relevant taxes, such as VAT, apply and/or increase.
- c) If you miss two payments you will be deemed to have breached your contract.
- d) Debit Finance Collections will charge late payment fees for any unpaid Direct Debits.
- e) If you join on a promotional Direct Debit Offer but were a current member prior to this offer The Warehouse Health Club (Aberdeen) Limited can charge the difference between the promotional price and the full Membership price of £30.00 per month.
- f) **Payment Queries**  
*The Warehouse Health Club (Aberdeen) Limited* operates a Direct Debit payment system with Debit Finance Collections and Leisure Finance plc. If you do have any questions about your payments please speak to their Customer Services Team on 01908 422008.

## 5) **PERSONAL BELONGINGS and INDUCTIONS**

You accept that *The Warehouse Health Club (Aberdeen) Limited* will have no liability whatsoever to you in respect of any loss/theft or damage to any of your personal belongings. You agree to hand in any items of lost property that you find at the club to the reception. You also acknowledge that for security reasons and for the benefit of all users of the club, *The Warehouse Health Club (Aberdeen) Limited* will empty all lockers at the end of each day and any items of lost property that are found will be deposited at reception. You accept that any lost property that is not claimed by you within 14 calendar days will be donated by us to a local charity of our choice.

Inductions are offered to all users of *The Warehouse Health (Aberdeen) Club*. Should you decline to have an Induction on how to operate the machines safely you waive your right to any legal recourse should you injure yourself or sustain damage to your own personal property.

## 6) **TERMINATION**

Your membership may be terminated if you breach this agreement or the club's rules and the breach is:

- a) Serious (in the sole opinion of *The Warehouse Health Club (Aberdeen) Limited*).
- b) Has not been remedied within 7 days of receipt of a written warning.
- c) Is repeated within 6 months of receipt of a written warning.

## 7) **YOUR RIGHTS**

You agree to inform staff at the club with details of any disability including (but not limited to) any heart conditions, deafness, epilepsy, blindness, injuries or any other conditions prior to using the facilities at the club to avoid accidents or injuries to yourself or other users of the club.

You are responsible for being properly equipped for using the facilities at the club. You accept that, save for any wilful default or negligence or your statutory rights which shall remain unaffected, *The Warehouse Health Club (Aberdeen) Limited* and its officers, employees and agents will have no liability to you in respect of any injury, illness or loss sustained by you whilst using the facilities at the club.

## 8) **DATA PROTECTION**

Debit Finance Collections plc and *The Warehouse Health Club (Aberdeen) Limited* always use information submitted by you ('Information') in accordance with all relevant data protection legislation. By signing this agreement you confirm your acceptance of the terms of the Data Protection Statement. Debit Finance Collections plc and *The Warehouse Health Club (Aberdeen) Limited* will use information as follows:

- To supply services as requested by you including the transfer of information to employees, agents and third parties as required for this purpose.
- For administration purposes
- To market Debit Finance Collections plc services to you.

Debit Finance Collections plc may also disclose details of your account to a debt collecting agency for collection and tracing purposes. Debit Finance Collections plc may transfer its business assets (which include information) on sale or merger of its business.

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The Data Protection Act 1998 gives you certain rights, including the right to request a copy of your information and to have inaccurate information corrected. Please contact the Data Protection Manager, Debit Finance Collections plc, PO Box 6046, Milton Keynes, MK1 9BA.

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## 9) GYM ETIQUETTE

For the comfort and safety of all gym users please observe the following:-

- Appropriate clothing must be worn at all times.
- Articles of clothing & personal belongings must be stored in the lockers provided.
- Weights must be returned to the appropriate rack after use.
- Perspiration must be wiped off machines after use with the paper towels and spray provided.
- When resting at a machine between sets allow others waiting to use the machine.
- Excessive noise when lifting weights is not encouraged in the gym.
- Please inform an Instructor of any health problems that may affect your training.
- To protect the privacy of other users, mobile phones with digital image recording must not be used in the Changing Rooms, Gym or Fitness Classes unless permission is given.
- Do not wear outdoor footwear in the gym.
- Do not train with heavy weights alone. If weight training with heavy weights please ask for assistance from a Member of Staff.
- The dropping of weights, plates and dumb bells in The Warehouse Health Club is not tolerated at any time. Anyone found to be flouting this rule will be asked to leave the facility immediately. If they are a Member their contract will be terminated without refund and with immediate effect.
- Liquid chalk only is to be used in the gym area

## 10) GYM EQUIPMENT, SWIMMING POOL and HIRING OF STUDIOS

The Fitness Studios (Studio 1 and Studio 2) can be hired for personal use with prior booking. Studio 1 can be hired at a rate of £30 per hour. The individual Instructor must read and sign the Conditions of Hire Documentation prior to use. Studio 2 can be hired by way of a deposit of £20 which will be returned when the Member of Staff on duty has checked that the facility has been left in a satisfactory condition. The Fitness Studios will not be hired out for the practice of mixed martial arts unless Personal Liability Insurance has been obtained by the individual instructor. *The Warehouse Health Club (Aberdeen) Limited* reserves the right to request exhibition of the said Personal Liability Schedule and in the event of non-exhibition of the said schedule *The Warehouse Health Club (Aberdeen) Limited* reserves the right to refuse the hire of the said facilities.

There may be occasions where we have to close equipment/swimming pool or all or part of the gym. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.

## 11) CCTV

Along with crime prevention, the health & safety of all our gym users is of prime importance to us. We have recently installed new and improved cctv cameras in our gym area and have 24 hour surveillance in operation.

We refer to Gym Etiquette rules and to ensure these standards are met we will be monitoring and recording our facility at all times. We trust all our clientele agree that this will ensure *The Warehouse Health Club (Aberdeen) Limited* remains a safe, clean and pleasant place to train. If you have any concerns regarding other users in our establishment or any other health and safety issues, we would ask that you speak with a member of our team.

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