

## TERMS AND CONDITIONS OF USAGE & MEMBERSHIP OF MAIDSTONE YMCA

These terms and those overleaf govern the relationship between you and us, Maidstone YMCA (trading as Maidstone YMCA hereafter referred to as 'the Centre'), for the provision of fitness activities to you, your use of these services at the Centre which you have joined and the terms of payment.

### 1. ACCEPTANCE AS A MEMBER

We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Centre. If your application for membership is accepted, membership of the Centre will start on the date stated on the front of this form and will continue for an initial period of one month. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of members into which you are accepted. Entry to the Centre is gained on presentation of a valid membership card.

This Agreement constitutes the entire agreement and understanding between the parties with respect of its subject matter and replaces and supersedes all prior oral and written agreements, understandings, representations, and correspondence regarding such subject matter.

### 2. MEMBERSHIPS

- 2.1 Every candidate for membership must be at least 16 (sixteen) years of age.
- 2.2 All applicants for membership will pay a joining fee (unless during a specific promotion rate at the time of joining) at the current rate specified by the Centre upon the acceptance of the applicant as a member of the Centre. Joining fees are non-refundable.
- 2.3 Unless otherwise agreed and until further notice, all members will pay a monthly membership fee at the current rate specified by the Centre in advance by auto payment from their credit/debit card.
- 2.4 Applications for membership must be fully completed on the forms provided for that purpose and must be signed by the applicant for membership.
- 2.5 Acceptance of members is at the absolute discretion of the Centre management.
- 2.6 As a member you agree to comply with the Centre rules of membership which are displayed prominently in the Centre and relate to opening hours, use of the facilities and your conduct. We may (unless stated elsewhere in this agreement) make reasonable changes to these rules at any time provided we give you advance notice of the changes.
- 2.7 When an applicant is accepted by the Centre management, they will become a member of the Centre and is entitled to all the privileges of membership and is deemed to have agreed to be bound by these terms and conditions.
- 2.8 All memberships have a one-month minimum term.
  - 2.8.1 The Centre requires 10(ten) days written advance notice from all members wishing to freeze their membership. A member may only freeze their membership for medical reasons in certain circumstances. Proof of illness / hospitalisation will need to be provided as requested. The Centre will not freeze membership for holidays or lack of use.
  - 2.8.2 The Centre requires 30 days written advance notice from all members wishing to cancel their membership. This date must be 30 days in advance of the auto payment to be cancelled.
  - 2.9.3 Default: If you fail to make any payment you owe under this agreement on time or otherwise fail to keep to the terms of this agreement then you will have acted to repudiate this agreement. If so, and you fail to comply with the default notice that we are required by the Act to send you, then we may immediately debit the outstanding amount from the credit/debit card stated overleaf, terminate the agreement, and suspend your membership. Payment in full at a later date may at the discretion of Maidstone YMCA result in membership being reinstated for the remainder of the membership term.

### 3. RIGHTS AND LIABILITIES OF MEMBERS.

Every client of the Centre (subject to these terms and conditions and any byelaws for the time being in force) is entitled to use and enjoy (in common with other members of the Centre) the Centre premises, equipment and facilities provided by the Centre for the use of the Centre members on such terms and conditions as to payment or otherwise as the Maidstone YMCA may from time to time stipulate.

### 4. BYELAWS

- 4.1 Maidstone YMCA may from time to time make, vary and revoke byelaws (not inconsistent with these terms and conditions) for the regulation of the internal affairs of the Centre and the conduct of clients.
- 4.2 Until revoked all byelaws are binding on the clients.

### 5. CONDUCT OF MEMBERS

- 5.1 Classes at the Centre are 55 (fifty five) minutes long. Classes will start and finish to time that is stated on the timetable.
- 5.2 Members will not be permitted to attend a class if they arrive more than 15 (fifteen) minutes late.
- 5.3 Members will be subject to a cancellation fee if less than 24 (twenty four)/48 (forty eight) hours notice is given for any appointment depending upon session type.

- 5.4 Members must not abuse or wilfully or negligently damage or interfere with the equipment or facilities of the Centre.
  - 5.5 No mobile phones or bags allowed in the workout areas.
  - 5.6 All personal belongings must be stored in the changing areas.
  - 5.7 Appropriate clothing must be always worn in the Centre.
  - 5.8 Members are forbidden from using any of the Centre's facilities while under the influence of alcohol, narcotics, or other mood-altering substances and from bringing food into the Centre and smoking in any part of the Centre.
  - 5.9 The management reserves the right to refuse to re-book a client who cancels or fails to keep an appointment or repeatedly delays payment for services and programmes.
  - 5.10 Maidstone YMCA in its absolute discretion may expel from the Centre without notice any client whose conduct, in the opinion of the Maidstone YMCA, might be injurious to the character and interests of the Centre or render that client unfit to associate with clients of the Centre or whose membership fees are more than one month in arrears.
- ### 6. DISCLAIMER OF LIABILITY
- 6.1 All clients use the Centre facilities at their own risk. Maidstone YMCA, its agents, or employees will not be liable for personal injury or death of any client while on the Centre premises or while using the facilities of the Centre, unless death or personal injury arises from any negligent act or omission of Maidstone YMCA, its agents or employees.
  - 6.2 Maidstone YMCA, its agents or employees are not liable for any loss, damage or theft of personal property belonging to any member occurring on the Studio premises.
  - 6.3 Members are advised to complete the Centre health questionnaire prior to beginning to exercise and members who are diabetic, pregnant, suffer from heart disease, high or low blood pressure and any type of injury may be required to obtain medical clearance from their doctor before participating in any physical activity.
- ### 7. CENTRE FACILITIES
- 7.1 Maidstone YMCA reserves the right to make alterations to the type of facilities provided without advance notice and will not be liable from any claim resulting from such alterations or to make any refund of membership fees.
  - 7.2 Maidstone YMCA reserves the right to carry out essential repairs and maintenance to the Centre facilities which may result in the closure of some of these facilities for periods of time.
- ### 8. INDEMNITY
- All members agree to keep Maidstone YMCA fully indemnified for any liability, costs, damages and expenses incurred by Maidstone YMCA as a result of any breach by such client of any of these terms and conditions.
- ### 9. ADDRESSES AND BANK DETAILS OF MEMBERS
- Members must immediately inform the Centre of any change of address or change in their bank details.
- ### 10. HOURS OF OPENING
- The Centre hours may be lengthened or shortened at the absolute discretion of Maidstone YMCA.
- ### 11. ALTERATION OF TERMS AND CONDITIONS
- These terms and conditions may be revoked, supplemented, or altered by Maidstone YMCA in its absolute discretion.
- ### 12. DISSOLUTION
- The Centre may be dissolved by Maidstone YMCA at any time.

#### Data Protection Notice

We take the privacy of our members seriously. This statement explains the ways in which we use our personal information. If you have any requests concerning your personal information or any queries regarding our processing please contact at Maidstone YMCA, Melrose Place, Loose, Maidstone, Kent, ME15 6BD.

Information Collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.

Use of information: We use your personal information for the purposes of providing and personalizing our membership services and providing you with information about activities and facilities offered by us or our business partners and third parties. Please tick the relevant boxes on this agreement if you do not wish to receive the following information:

About our activities or facilities.

About the products and services offered by our Business partners and third parties.

Or, in either case, write to us at any time.

Disclosure of your information: We may disclose your personal information to business partners; successors in title to our business, third party suppliers that we engage to provide services on our behalf and to purchasers of our database.

If you agree to us disclosing your details, please tick this box.