

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 you must have the permissions of your parent or guardian or your parent or guardian must complete the membership on your behalf.

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 will 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. If you pay by Direct Debit and your instalments are paid to Debit Finance your monthly instalments will be due on or about either the 1st, 8th, 15th or 25th of each calendar month or the next available working day by Direct Debit.
- 2.3. If you pay by Direct Debit and your instalments are paid to Oakley Fitness (TWE) Ltd your monthly instalments will be due on or about either the 1st, 5th, 10th 15th or 25th of each calendar month or on or about the next available working day by Direct Debit.
- 2.4. We may change the amount of your monthly payments. If we do, we will email you to the email address you have given us with 3 days' notice or giving as much notice as is reasonably possible before the changes take place.
- 2.5. Monthly fees are payable even if you do not use the gym and are not refundable in any circumstances.
- 2.6. The total first payment amount is due from you to us immediately and is payable on sign up. This amount is not refundable in any circumstances.
- 2.7. Any missed payments are to be cleared in full before returning to the gym.
- 2.8. 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).
- 2.9. If there are any outstanding arrears without notification of cancellation, 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:-

For those members whose payment are dealt with by Debit Finance

e-mail info@debitfinance.co.uk)

For those members whose payment are dealt with by Harlands

c.service@harlandsgroup.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 or Harland's Group on 014444-449166.

For those members whose payment are dealt with by Oakley Fitness (TWE) Ltd

By submitting a cancellation request via the website <https://oakleyfitness.co.uk/> a confirmation email will be sent to the email address given on the cancellation request form. Queries on cancelled memberships can only be dealt with when a copy of this email is provided.

- 3.2 **Memberships cannot be cancelled at the reception desk or by telephone or by email other than as described above under any circumstances.**
- 3.3 Cancelling you Direct Debit will **NOT CANCEL** your Oakley Fitness Gym membership and will incur non collection/late payment charges.
- 3.4 If you are on a Rolling Monthly Contract you can cancel your membership at any time by giving not less than 30 days' notice which usually means you will make a single final payment before your membership is cancelled.
- 3.5 If you are on a 12 months contract, you have signed up for a minimum of 12 monthly payment, once you have made 12 payments, you can cancel your membership at any time by giving not less than 30 days' notice, which usually means you will make a single final payment before your membership is cancelled, in the event we receive a cancellation request in the contract period your membership will end 30 days from the date of your 12th payment.
- 3.6 At the end of the initial period your membership will continue on a rolling monthly basis unless you cancel your membership in accordance with the above
- 3.7 You must comply with the gym rules/etiquette which forms part of this agreement.
- 3.8 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 5 day's (or as much notice as is reasonably possible) of this change by email to the email 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 Access.

- 6.1. You must scan your Thumb/Finger at respective entrance points when accessing the facilities; otherwise, we will charge you a £20.00 unauthorized access fee.
- 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.

7. Junior Members and Children.

- 7.1. If you are aged 12-15 (inclusive) you must be accompanied by a responsible adult member at all times whilst at the gym or only attend during staffed hours. By becoming a member of Oakley Fitness 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.

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.

General Terms.

- 8.1. 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.
- 8.2. 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.
- 8.3. This agreement is governed by English Law.
- 8.4. 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.