

# **LIFT - Membership Rules**

The Clifton RFC (LIFT) gym maintains and enforces Membership Rules to make sure that using our gyms is as safe and enjoyable an experience as we can make it for all Members.

We may amend these rules from time to time, to make sure we maintain the standards we are aiming to keep.

Your Membership is at risk if you do not abide by these Membership Rules.

As a Member of The Gym you agree that you will:

- Clean equipment with the sanitiser spray and paper towels provided when you have finished using it.
- Replace equipment back onto the racks after you have finished with it and after you have cleaned it.
- Follow any LIFT staff instructions and directions, especially in relation to social distancing measures.
- Follow the gyms social distancing rules to keep apart from other members and staff whilst in the Gym, and throughout your visit.
- Use the cleaning products, including hand sanitiser as provided.
- Please use a sweat towel for personal use only, not to be used to wipe down any gym
  equipment. Please use the dedicated cleaning stations for wiping down equipment after you
  have used it.
- If you are unwell, symptomatic or have tested positive for coronavirus, do not attend the gym. You must follow government regulation on isolating for a minimum period of time, and only return after this minimum period if you are feeling well again.
- Leave the premises before closing time 11pm.
- Use your own Gym access fob every time you enter the gym.
- Do not share your entrance fob with anyone else or allow access to any other person (we
  monitor use and it is easy for us to spot when people do this) your membership will be
  terminated.
- Not take bags onto the gym floor.
- Not take photographs or videos on the premises or post remarks or imagery to the internet that could identify another Member.
- Not drop or throw weights down on the floor anywhere in the gym.
- Wear suitable clothing and footwear when exercising (denim, bare feet, flip-flops, boots or a bare torso are amongst the range of clothing choices that is unsuitable). Any member not wearing suitable attire may be asked to leave the gym.
- Use the gym facilities and equipment in a proper manner and not in a way that might cause harm to yourself or others please ask a member of LIFT staff if you are unsure.

- Not engage in any exercise activity that may be potentially harmful to you or others (this
  includes contact sports such as martial arts and boxing unless this is with one of our Personal
  Trainers).
- Not use, block or interfere with fire, emergency or disabled access doors or alarms (except in a genuine emergency).
- Do not tamper with fire extinguishers.
- Not behave in an aggressive, abusive, intimidating, anti-social or threatening manner or in a way that might cause distress to staff or Members.
- Not conduct any Personal Training business with other Members.
- Put your litter in the bin.
- Not use the gym whilst under the influence of alcohol, narcotics, tranquilizers or make use of any other medical substance which may affect your ability to exercise safely on our premises. Clifton LIFT reserves the right to remove you from the premises if it reasonably believes you are unfit to use the facilities.
- Not engage in any type of criminal behaviour whilst on our premises.
- Not sleep in our premises.
- Not cause damage to the premises, our or another Member's property.
- Not misuse the vending machines.
- Not force entry to locked doors.
- Not eat on the gym floor.



## Introduction

This is an Agreement between you (the Member), and Clifton RFC (LIFT), a company registered in England And Wales (registration number 28615R), whose registered office is Station Rd, Cribbs Causeway, Bristol BS10 7TT.

By completing the joining process and becoming a Member of The Clifton LIFT Gym, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.

### **Definitions**

- Gym Membership Rules: the rules governing your conduct as set out in our rules document.
- Solo Membership: a membership for one specified gym.
- Monthly Membership Amount: the amount you agree to pay each month for your Membership. Only applies to certain types of Membership.
- Personal Training Sessions: sessions booked by you directly with an independent self-employed trainer which do not form part of this agreement and are not provided by Clifton LIFT Gym and are subject to a separate agreement between you and the individual.
- Promotional Rate: in relation to any Monthly Membership Amount and/or the amount payable from time to time for any category of Membership, the introductory or other promotional amount you agree to pay during the introductory period specified in the promotional or introductory offer.

### **Starting your Membership**

- 1. Our online joining process. Full membership prices and options can be found on our website (<a href="www.cliftonrfc.co.uk">www.cliftonrfc.co.uk</a>), to be selected by you as part of the joining process. By completing the online joining process and becoming a Member of Clifton LIFT gym, you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read them and accept them.
- 2. This Membership Agreement starts once you have read the terms and conditions and paid your first monthly fee. These are located on the Clifton RFC website or available or on request.

- 4. You may choose during the online joining process to start your Membership either immediately or one month from the date that you accept the terms. We may inform you during the online joining process that a waiting list is in operation in which case your Membership starts when we inform you by email.
- 5. You agree to comply with the Gym Membership Rules and you agree to use the gym facilities and equipment in the proper manner. You must consult a member of LIFT if you are unsure. We are not liable for any injury you suffer through the incorrect use of our equipment or facilities.
- 6. You confirm that you are at least 16 years old.
- 7. You will be liable for any damage caused to our equipment or facilities through your negligent use.

#### Member health agreement declaration

You warrant, declare and acknowledge that:

- 1. The information given by you in entering this agreement is correct and will be relied upon by us.
- 2. Our staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity on our premises.
- 3. To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.

You are primarily responsible for your health and wellbeing whilst at LIFT gym. We would like to consider the following.

- Whilst we will respect your decision over your training regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.
- We shall endeavour to maintain a safe environment for you to enjoy your exercise.

## Using the gym

- 1. You are entitled to access and to use the Clifton LIFT gym defined by your Membership until termination or suspension of that Membership pursuant to this Agreement.
- 2. We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym you joined and have paid for. This includes access to the gym and gym equipment, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.

## Managing your permissions and data

- 1. There are certain email and SMS communications which it is necessary for us to send to all members, in connection with their Membership. In order to do so we will process your personal data for the purposes of performing our contractual obligations to you under the terms of your Membership. All processing of your personal data will be in accordance with our Privacy, CCTV & policy.
- 2. For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security the gym. The images will be captured, processed and retained by Clifton RFC personnel.
- 3. We will securely store personal data including membership information and recorded CCTV footage in accordance with Clifton RFC club policy.
- 4. You can contact us with any queries or concerns by emailing lift@cliftonrugby.co.uk

### **Payment**

- 1. <u>If</u> your Membership has an initial Membership Amount fee, you agree to pay us the full Membership Amount by credit or debit card. You will be notified of any applicable Membership Amount at the end of the online joining process, and this amount will be confirmed to you by email.
- 2. If your Membership has a recurring Monthly Membership Amount fee, you agree to maintain a Direct Debit instruction with your bank for the Monthly Membership Amount. Your first Monthly and subsequent Monthly Membership payments will be due on the same day of each month until your Membership is cancelled.
- 3. If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we may debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.

- 4. We reserve the right, at our discretion, to change your Monthly Membership Amount fee. If this happens we'll notify you by email not less than 3 weeks before the change is made. You are able to cancel your membership within this period, and if we don't hear from you within the period the new Monthly Membership Amount fee will apply automatically.
- 5. If any payment due from you is returned unpaid or not honoured, you will pay us on demand an Administration Fee of £15.

### **Ending your Membership**

- 1. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period. You may email us at <a href="litt@cliftonrfc.co.uk">lift@cliftonrfc.co.uk</a>
- 2. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
- 3. If you have requested an immediate membership start date and you cancel your Membership within the 14-day period, proportionate charges may be due.
- 4. After the 14-day cancellation period you may terminate your Membership at any time by cancelling your direct debit mandate or recurring card payment directly with your bank. No refunds will be given for unused billing periods.
- 5. We will terminate this Agreement and your Membership with immediate effect if you do not pay any applicable Joining Fee, Administration Fee, Membership Amount or Monthly Membership Amount when it falls due.
- 6. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund.
- 9. We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.

## **Additional services**

- 1. Personal Training Sessions and "additional services" do not form part of this Agreement.
- 2. Any "additional services" (including, for example, Personal Training Sessions, Sports Therapy and Massage Therapy) which you contract for or agree to pay for, do not form part of your Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any agreement for "additional services", you are entering into an agreement with those individuals and not with Clifton LIFT.
- 3. We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the "additional services" which are specifically excluded from the Membership Agreement and We do not accept any responsibility for the same save where precluded by law.
- 4. We may provide induction services or personal reviews of your training needs. Such services are provided without additional charge.