



Welcome to your Thinking Fitness Membership Terms & Conditions.

Your membership is governed by these terms and conditions. You should therefore read these Terms carefully before coming a member as they explain your and our legal rights and contain important information about our contract with you. If you have any questions, please contact us before you confirm your membership by emailing us at info@thinking-fitness.com

About us

Thinking Fitness belongs to The Thinking Schools Academy Trust and aims to provide first class facilities to our students and offer community use. All money generated is recycled back into education.

1. Definitions:

- 1.1 The Club: For Thinking Fitness Brixham, Plympton, Chatham, Rochester or Strood.
- 1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you on joining 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 membership Start Date of is for one month, and all membership commitments are on a rolling month by month contract.

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. Duration:

When you join a Thinking Fitness, you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 7.2(b). If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

4. Fees:

The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 days written notice. The following fees prevail:

- 4.1 Membership fee; The level of membership fees shall be determined according to the type and category of membership.
- 4.2 Joining fee; A joining fee is payable as specified in your application form. There may be offers when Joining Fees are suspended during offer periods.

5. Member Rewards Scheme:

The Club may operate a referral scheme whereby you will receive a financial benefit for introducing new members to the Club.

5.1 If the member you introduce joins on a Direct Debit membership, you will receive the benefit monthly (in arrears and after the first Direct Debit payment has been made by the referred member) against your account or your monthly Direct Debit fee, with the following conditions:

- (a) You will only receive this benefit if your membership, and that of the referred member, are both current.
- (b) You will only receive this benefit if the referred member is not on freeze.
- (c) The amount you benefit is fixed at the time of the referred member joining the Club. This will only change if the member you refer changes their type of membership, in which case the benefit you receive may be increased or reduced accordingly.
- (d) The Club may set a limit as to the number of members you are able to refer.

5.2 If the member you refer joins on an annual membership, you will receive the benefit due against your account or your monthly Direct Debit fee as one lump sum upon the referred member joining the Club.

6. Suspension of Membership:

A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months. Notice must be given to the Club via email addressed to the Fitness and Lettings Manager and the Club shall have the right to request a doctor's certificate. No monthly fee will be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.

7. Termination:

7.1 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, or
- (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.

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.

7.2 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 of which is one month re-occurring.
- (b) You may terminate your membership by giving the Club at least 1 full calendar months' notice via email, so that your membership will terminate at the end of the following calendar month after notice was given.



(c) Cancelling your direct debit instruction for the payment of fees will terminate your membership, you will remain a member until the end of your committed period.

8. Membership Cards:

8.1 Membership cards shall be issued to all members upon joining the Club and are used to gain entry to the Club. Membership cards are not transferable and any member allowing their card to be used by another person be serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice and in accordance with Clause 7 above.

8.2 If a membership card is lost, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement membership card.

9. Club Rules:

9.1 The Club may amend the Club Rules from time to time 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.

9.2 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.

10. Restriction of Liability:

10.1 Subject to paragraphs 10.2 and 10.3, the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.

10.2 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 whether the damage was due to a negligent act or omission by us.

10.3 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.

11. Health & Safety:

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

12. Sale of 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.

13. Notices:

Notices from you to the Club must be via email and addressed to the Fitness and Lettings manager at the Club. The Club reserves the right to require evidence of email. In these cases, the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be received by a member of Thinking Fitness Staff.

£10 First month promotional offer Terms & Conditions

1. Minimum term required to receive promotional offer is one additional direct debit membership payment at full monthly cost.
2. Member can only access this offer once a calendar year.
3. If a member wishes to re-join within the same calendar year the full monthly cost of a membership will be charged upon re-joining.
4. Not in conjunction with any other Thinking Fitness offer.
5. We reserve the right to withdraw this promotional offer at any time.
6. All other Thinking Fitness membership terms and conditions remain applicable.

Club Rules

To help keep the atmosphere at Thinking Fitness and create a respectful environment for all members we politely request that the following rules be observed

OPENING HOURS

1. Thinking Fitness opening hours, may be amended from time to time, are displayed at reception and on signage and our website.
2. Members must ensure they cease use of Club facilities at least 30 minutes before the Club closes to allow adequate time for showering and dressing.

FITNESS AREAS

1. Club approved footwear and clothing must be worn at all times.
2. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards in reception areas.

CHANGING ROOMS

1. No children are allowed in the changing room of the opposite sex once they have reached the age determined by the Club.
2. Club staff or other users of the changing rooms at the time may agree to relax this restriction in particular circumstances.

LOCKERS

1. For security and safety reasons, Members and Guests are asked to store personal belongings in the lockers provided. All usage of lockers is governed by the membership terms and conditions.
2. Lockers are provided on a daily basis only, and items left overnight will be removed on the following day and treated as lost property.

LOST PROPERTY

1. All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for Four weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

SAFETY AND HYGIENE

2. In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, and other activity areas.
3. No pets will be allowed in the Club premises, with the exception of guide dogs.



4. Entry to the Club is only permitted at the Club reception and entrance.
5. Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason. In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

BEHAVIOUR

If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated.

All (under 16) using the Club must be always supervised by an accompanying adult.

No photography

Including the taking of images through a mobile phone or is allowed in any area of the Club without permission from the Fitness and Lettings Manager.

Comments and Complaints

Please refer to any comments or complaints to a member of the Thinking Fitness staff. Written complaints must be addressed to the Fitness and Lettings Manager.

General

No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club or its grounds.

Anywhere within Thinking Fitness is a non-smoking environment due to being on a school setting. (Breach of this may result in termination of your membership.)

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE

Upon joining the club all new members are required to complete and sign a Physical Activity Readiness Questionnaire. The purpose of this is to ensure that the club's staff are fully informed of any physical or medical condition which could affect the members ability or suitability to take part in physical activities.

Only if the club's staff are fully and accurately informed, can they assess the member's health and fitness level and prepare an appropriate exercise program.

The club strongly recommends that all members seek medical advice before commencing a new exercise programme and The Club reserves the right to request a doctor's certificate and to reject a membership application if a satisfactory doctor's certificate is not received by The Club.

Thinking Solutions for Education - Privacy Policy - [thinking_fitness_-_privacy.pdf \(thinking-fitness.com\)](#)