Vision Fitness Leventhorpe LTD – Gym Membership Terms & Conditions

1. Membership Eligibility & Personal Obligations

- Minimum Age: Membership is restricted to individuals 16 years of age or older. If you are 16 (a minor), a parent or legal guardian must co-sign your membership agreement to accept liability on your behalf. No one under 16 may be a member or use the Gym facilities.
- Personal Membership: Your membership is personal to you and cannot be transferred or shared. You must not allow any other person (friend, family, or otherwise) to use your membership, access card, PIN, or QR code. Sharing access or "tailgating" (letting someone in with you) is strictly prohibited. Each member must enter separately using their own access credential, and the door/gate must close behind you. We monitor entry via electronic logs and CCTV; any breach (such as letting in a non-member) may result in immediate termination of your membership and/or a penalty fee.
- Membership Types & Term: We offer monthly rolling memberships and annual fixed-term memberships. Monthly memberships renew automatically each month until cancelled in accordance with these Terms. Annual memberships are a fixed 12-month commitment paid upfront (or as otherwise agreed) and cannot generally be terminated early (see Cancellation terms below). We reserve the right to refuse any application for membership at our discretion.
- Member Obligations: You confirm that all personal and contact details provided to us are accurate, and you agree to promptly update us if your details change (e.g., address, contact info, payment details). You must not use the Gym or its facilities for any commercial or business purposes without our prior written permission. This includes conducting personal training or coaching services to others in the Gym without authorization. The membership and facilities are for your personal fitness use only.
- Access Device/App: Upon joining, you will be provided access to our ClubRight app (or similar platform) which contains your personal digital membership QR code for Gym entry. This QR code (and any physical access card or PIN, if provided) is for your sole use. Do not share your app login or access credentials with anyone. You must use your own QR code or card each time you enter the Gym to scan in at the entry system. If we detect improper use or sharing of access credentials, your membership may be terminated and a fee may be imposed.

2. Gym Opening Hours & Facility Access

- Standard Hours: The Gym's normal operating hours are: Monday–Friday: 06:00–07:30 and 17:30–21:50; Saturday–Sunday: 08:00–16:00. You are only permitted to access and use the Gym during these posted hours. (Doors may automatically lock outside of these times.)
- Holiday & Special Hours: Operating hours may vary on public holidays, for special events, or due to required maintenance/cleaning. Where possible, we will give advance notice of any modified hours or short-term closures (via email, app, or signage).

No refunds or credits will be due for temporary or short closures provided these are for reasonable purposes (such as maintenance, holidays, or events) and of short duration.

- Access Control: Entry to the Gym is controlled by an electronic access system (e.g., secure door with QR code scanner or similar). Each member must scan in using their own credential every time they enter. Under no circumstances should you allow another person to piggyback or enter without scanning (see “Personal Membership” above). Allowing non-members or unauthorized people to enter the facility is forbidden and will be treated as a serious breach of these Terms.
- Emergency Access/Exit: Emergency exits are clearly marked in the facility. These exits are to be used only in genuine emergencies (e.g., fire or serious injury). Misuse of emergency exits or emergency access systems (such as propping open an emergency door or using it to let others in or out when there is no emergency) is strictly prohibited and may result in membership termination and/or charges for any damage or alarm activation caused.

Unstaffed Access Periods: At certain times, the Gym may operate unstaffed (no staff present on the gym floor itself). During these unstaffed periods, the facility is remotely monitored by CCTV and safety systems, but there will be no immediate on-site supervision. By choosing to access the Gym during these unstaffed hours, you acknowledge and accept that you are exercising unsupervised and entirely at your own risk. You agree to take extra caution with your personal safety and understand that immediate assistance may not be available. (See Section 4 below for additional protocols during unstaffed hours.)

3. Health & Safety Requirements

- Physical Health: By becoming a member, you confirm that you are physically fit and healthy enough to undertake exercise and use gym equipment. If you have any doubt about your health or have any medical conditions, you should consult a doctor before starting a new exercise program. You agree to inform us of any significant changes to your health or any medical condition that might affect your ability to exercise safely. You participate in any exercise or use of the Gym entirely at your own risk.
- PAR-Q and Medical Disclosure: As part of joining, you will be required to complete a Physical Activity Readiness Questionnaire (“PAR-Q”) or similar health questionnaire. You must answer all questions accurately and disclose any relevant health conditions or risk factors. You agree to update us of any health changes in the future that might affect your ability to exercise. We reserve the right to refuse or restrict membership based on health reasons for your safety. All personal health information will be handled in accordance with our privacy policy (see Data Protection section).
- Gym Induction: We strongly recommend that all new members participate in a Gym induction session, where available, to familiarize yourself with our equipment and safety procedures. An induction is offered to help you learn proper use of equipment. If you choose to decline an induction or if an induction is not available, you accept full responsibility for using the Gym’s equipment safely and appropriately. Lack of an

induction is not an excuse for misuse of equipment. You are responsible for asking staff for help if you are unsure about any equipment operation during staffed hours.

- Duty of Care & Personal Responsibility: Always exercise within your own abilities and knowledge. Use a spotter or safety racks when performing heavy or potentially risky lifts, especially during unstaffed times. It is your responsibility to be aware of how to use equipment safely; do not attempt exercises or equipment that you do not know how to use, particularly when alone. If you ever feel faint, dizzy, or experience pain while exercising, stop immediately and seek assistance.
- No Exercise Under the Influence: You must not use the Gym or participate in any exercise at our facility if you are under the influence of alcohol, illegal drugs, or any medication/substance that could impair your alertness, judgment, or physical coordination. We reserve the right to refuse entry or ask you to leave if we suspect you are not in a fit state to exercise (and this will be for your own safety and the safety of others).
- Proper Attire & Hygiene: You must wear appropriate gym attire at all times in the facility – this includes shirts/tops, and suitable sports footwear (closed-toe athletic shoes). For hygiene and equipment maintenance, please wear clean clothing and clean shoes (indoor-only shoes if possible to avoid mud/dirt). Bring a towel and use it to cover benches or mats, and wipe down equipment after use with the provided disinfectant or wipes. This helps maintain a clean and sanitary environment for all members.
- Equipment Use & Etiquette: Use all gym equipment only for its intended purpose and following any instructions or guidance provided (either by posted signs or as instructed by staff). Do not drop or slam weights unnecessarily, as this can damage equipment and disturb others (use controlled movements and appropriate weight loads). After you finish using free weights, plates, or any portable equipment, return them to the proper racks or storage areas so that others can easily find them and to keep the gym floor safe and tidy. Improper use of equipment or failure to re-rack weights may result in warnings or penalties.
- Respect Safety Notices: Pay attention to and follow all safety notices, instructions, or warnings displayed in the Gym (for example, signs about maximum capacity for lifts, machine usage instructions, wet floor signs, etc.). If any equipment is marked as “Out of Order” or appears damaged/malfunctioning, do not attempt to use it. Report any damaged or faulty equipment to a staff member (or via email if out of hours) as soon as you notice it, so we can take it out of service and repair it. Do not attempt to fix any gym equipment yourself.

4. Unstaffed Hours & Emergency Protocols

- Acknowledgment of Risk During Unstaffed Hours: You understand that the Gym is not staffed 24/7, and there may be periods during late evening sessions, when no staff are on duty in Gym area itself. By accessing the Gym during these unstaffed times, you accept full responsibility for your own safety and actions. You acknowledge that while the Gym may be monitored remotely (e.g., via CCTV or alarm systems), there may be no one immediately available on the Gym floor to help you. You assume the risks of exercising alone and agree to take appropriate precautions.

- CCTV Monitoring: We utilize CCTV cameras throughout the premises (except in private areas such as changing rooms and toilets) for security and safety monitoring. Be aware that CCTV is in operation at all times during our opening times. However, remote CCTV monitoring cannot guarantee an immediate response to any incident. The cameras are for deterrence and post-incident review, and a remote security team may be observing and can call emergency services or on-call staff if they notice something severe, but they are not actively supervising workouts. You should not rely on CCTV alone for your safety.
- Emergency Call Points & Panic Alarms: For your safety, the Gym is equipped with emergency call points and/or panic alarm buttons (locations of these will be shown to you or indicated by signage). If you have a serious accident, injury, or feel in danger and need immediate assistance, use these emergency devices. Some panic buttons may connect directly to emergency responders or a security service. Misuse of emergency call systems is strictly prohibited – they are for genuine emergencies only. False alarms or negligent activation may result in financial charges to you for any call-out fees or associated costs, as well as possible termination of membership.
- Calling Emergency Services: In a life-threatening or serious emergency (e.g., major injury, fire, or someone unconscious), do not hesitate to call 999 (the UK emergency number) immediately using your own phone. We strongly advise you to carry a mobile phone when working out alone during unstaffed hours, so you can call for help if needed. After calling emergency services, if possible, also notify us (using the emergency call point or afterwards via email) so we are aware of the situation.
- First Aid & AED: A first aid kit is available on site at a clearly marked location (ask staff or note its location during induction). If the Leisure Centre itself has an Automated External Defibrillator (AED), it will be located in a marked area – familiarize yourself with its location as well. These resources are available for emergency use. By using the Gym, you acknowledge that if an emergency occurs during unstaffed times, there may not be anyone immediately available to administer first aid on the Gym floor, so you may need to rely on calling emergency services and/or any other members present or Leventhorpe Leisure centre staff.
- Personal Safety Precautions: We encourage members to take extra precautions during unstaffed hours. This includes possibly letting a friend or family member know when you are working out and when you expect to finish, or where feasible, working out with a training partner for safety. You may also consider using personal safety devices (such as a wearable panic alarm) if you frequently exercise alone. These are suggestions to improve your safety and are not mandatory, but by signing up you acknowledge that you have been advised on ways to mitigate risk while alone.
- Restricted Areas: Certain areas of the facility are marked as “Staff Only” or may be off-limits to members (such as staff offices, maintenance cupboards, storage rooms, etc.). These areas are out of bounds for members at all times, but especially during unstaffed periods. Do not enter any restricted area or any area that is marked or barricaded for maintenance/cleaning. Doing so is a violation of these Terms and a safety risk.

- Incident Reporting: If you are involved in or witness an accident, injury, or any incident during unstaffed hours (or any time), you must report it to us as soon as possible. Use the emergency call system if it's urgent; otherwise, notify us via email (info@visionfitnessleventhorpe.co.uk) or phone at the earliest opportunity. Prompt reporting helps us assist you, investigate causes, and take any necessary action to prevent future incidents.

5. Member Conduct & Gym Rules

- Respectful Behavior: All members must treat others with courtesy and respect. Any form of harassment, bullying, abusive or threatening behavior, or discrimination (based on race, gender, age, disability, sexual orientation, religion, or any protected characteristic) towards other members or staff will not be tolerated. We reserve the right to terminate the membership of anyone engaging in such misconduct, with immediate effect.
- Care for Facilities: Please use the equipment and facilities with care. Do not deliberately or negligently damage equipment, furniture, walls, or any part of the Gym. You may be held financially liable for the cost of repairing or replacing any damage you cause due to misuse or misconduct, beyond normal wear and tear. This includes setting off alarms or sprinkler systems due to improper behavior, damage from dropping weights excessively, etc.
- Cleanliness: Do your part to keep the Gym clean and pleasant. Wipe down equipment after you use it (with your towel or the provided cleaning sprays/paper). Dispose of trash (such as water bottles, paper towels, etc.) in the bins provided. Gym bags should be kept in lockers or out of walkways to avoid clutter. No eating on the gym floor or while using equipment – if you must have a snack, use the lobby or designated areas. (Closed-top water bottles or sports drinks are allowed for hydration, but avoid glass containers.)
- No Smoking or Vaping: Smoking, vaping, or the use of any tobacco or e-cigarette products is strictly prohibited inside the gym, in the entrance, or anywhere on the premises (including bathrooms and outdoor immediate entry areas). This includes all forms of smoking (cigarettes, cigars) and vaping devices. We aim to maintain a healthy environment free of smoke for all members.
- No Drugs or Alcohol: The possession, use, or distribution of any illegal drugs or controlled substances on the premises is strictly forbidden. You also may not bring or consume alcohol on gym premises. If you appear to be under the influence of alcohol or any substance, we reserve the right to deny you entry or ask you to leave for safety reasons. Any illegal activities will be reported to the police.
- Mobile Phones & Cameras: We understand members may use phones for music or fitness tracking; however, please be mindful of others' privacy. Photography or videography is strictly prohibited unless you have permission from management, and even then you must not capture any other individual without their explicit consent. Absolutely no filming or photography is allowed in sensitive areas like locker rooms, changing areas, or bathrooms. If you take phone calls, keep them brief and at a low volume or take them outside, to avoid disturbing others. Use of phones or devices must

not distract you from safe exercise practice.

- Noise Levels: Keep noise at a reasonable level out of consideration for others. This includes using headphones for personal music (do not play music through speakers on the gym floor), avoiding excessively loud grunting or shouting, and gently lowering weights instead of slamming them. We encourage a motivating atmosphere, but not at the expense of others' comfort.
- Guests Policy: Guests or non-members are not allowed to access the gym during unstaffed hours under any circumstance. During staffed hours, a guest may be allowed only with prior arrangement and approval from management (e.g., using a guest pass or trial arrangement), and they must complete a PAR-Q and agree to abide by gym rules. You are responsible for your guest at all times. Unauthorized guests (sneaking someone in, or tailgating as mentioned) can result in immediate cancellation of your membership with no refund.
- Children & Pets: For health, safety, and insurance reasons, no persons under the age of 16 are allowed in the Gym (even if accompanied by an adult) and this includes children of members waiting or sitting in the gym area. Similarly, pets are not allowed on the premises. The only exception is for trained assistance dogs (e.g., guide dogs for the blind) as required by law. If you have an assistance animal, please inform us in advance; the animal must be under your control at all times and not pose a risk or disturbance to others.
- Lockers & Valuables: Lockers are provided for member use while training. Please store your personal belongings in a locker during your workout to keep the gym floor clear and to reduce the risk of theft. Do not leave belongings in lockers overnight – lockers are for day use only and will be cleared out nightly if necessary. We are not responsible for lost, stolen, or damaged personal property on the premises, whether in lockers or elsewhere, except to the extent caused by our negligence. Avoid bringing valuables into the Gym; if you do, it is at your own risk. (We recommend you have personal insurance for your valuables. For example, check if your home insurance covers property outside the home.)

6. Membership Fees, Billing, and Cancellation

- Membership Dues: There are no joining fees. Your membership dues depend on the type of membership (monthly rolling or annual). Monthly memberships are typically paid via Direct Debit (or recurring card payment) each month, while annual memberships are paid upfront in one lump sum (or occasionally in an agreed installment plan). All fees will be clearly communicated to you before you join.
- Billing Cycle (Monthly Plans): If you are on a monthly membership, payments will be collected monthly on the 1st of each month (unless a different billing date is specified in your membership agreement). The first payment may be pro-rated or collected on a different date if your join date is not aligned with the billing cycle. It is your responsibility to ensure your payment method is up to date and has sufficient funds. If a payment fails (e.g., a Direct Debit is returned unpaid or a card payment is declined), we may attempt to re-collect it and/or contact you. We reserve the right to charge a reasonable administration fee for failed payments or late payments to cover any bank

charges or additional admin work (you will be informed of any such fee, e.g., £5-£15). Continued failure to pay dues will result in suspension of access and potentially termination of membership (see Termination by Us below).

- Price Changes: We may review and adjust membership fees from time to time. If we plan to increase the price of your membership, we will provide at least 30 days' advance notice via email or prominent notice, informing you of the new rate and when it takes effect. If you do not agree to the new fees, you have the right to cancel your membership before the change takes effect (at any point during that 30-day notice period) by providing notice of cancellation (see below) and terminating before the price increase date. If you continue your membership beyond the effective date of the fee change without cancelling, it means you have accepted the new price and future payments will be at the new rate.
- Cooling-Off Period (Initial Joining): If you joined online or not on our premises (e.g., via our website/app), you are entitled to a 14-day "cooling-off" period starting from the day after you sign up, during which you can change your mind and cancel your membership for a full refund. To cancel during this period, you must inform us in writing (email is acceptable) within the 14 days. If you used the Gym during the cooling-off period, we reserve the right to deduct a proportionate amount from your refund to cover the days you used or any induction you received (this is in line with consumer rights regulations). After the 14-day cooling-off window, the standard cancellation terms below apply.
- Cancellation of Monthly Membership: You may cancel a monthly rolling membership at any time by giving us at least one month's notice in writing. "One month's notice" means that from the date we receive your written cancellation request, one final monthly payment may be charged and your membership will remain active for the period covered by that payment. For example, if your monthly payment is collected on the 1st of each month and you give notice on the 15th, you will still pay on the next 1st and your membership would then terminate at the end of that next month. To give notice, send an email to info@visionfitnessleventhorpe.co.uk stating your name, membership details, and your request to cancel. We will reply to confirm receipt and inform you of your final payment date and membership end date. During the notice period, you will have access to the Gym as normal. It is your responsibility to ensure we've received your cancellation notice – if you do not receive a confirmation from us within a reasonable time, please follow up. Do not simply cancel your Direct Debit without contacting us, as this does not automatically cancel your contract and may result in collections activity (see Unpaid Fees below).
- Cancellation of Annual Membership: Annual memberships (paid upfront for a 12-month term) are non-cancellable and non-refundable during the fixed term, except in a few specific circumstances. Those circumstances may include: relocation (if you move to an address more than a certain distance away from the gym where it is impractical for you to continue attending – we may require proof of new address), serious illness or medical condition (that makes it unadvisable or impossible for you to use the gym for the remainder of your term – we may require a doctor's note or medical evidence), or other exceptional hardship (such as loss of employment or other extreme circumstance,

evaluated case-by-case). Any early termination of an annual membership is at the sole discretion of management and may require supporting documentation. If approved, we may refund the unused portion of your fees minus any applicable admin charges or used months at the monthly rate. If you do not meet one of the exceptions, your annual membership will run its course for the full term – after which you can choose not to renew or switch to monthly. (Annual members may still utilize the freeze policy below if needed.)

- Membership Freezes (Temporary Suspension): We allow members to request a temporary freeze (pause) of their membership for reasons such as extended travel, short-term injury, or other personal needs. A freeze can be for a minimum of 1 month and a maximum of 3 months within a 12-month period. Freezes are granted at our discretion and typically no more than once per year. You must request a freeze in writing (email) at least Seven days before the start of the next billing cycle (for monthly members) or as soon as possible for annual members. During the freeze, your access will be suspended and you will be charged either a reduced fee or no fee (we will confirm any admin charge for freezing, if applicable, at the time of your request). The membership end date will be extended by the length of the freeze for annual plans, or billing will resume after the freeze period for monthlies. Freezing your membership does not count as a cancellation notice – if you wish to cancel after the freeze, you still need to give normal notice.
- Termination by Us: We reserve the right to suspend or terminate your membership (and this contract) in the following cases:
- If you fail to pay your membership fees when due and do not remedy this within a reasonable period after being notified (for example, if payments are missed and you do not arrange to pay the arrears, we may cancel your membership for non-payment).
- If you are found to be in serious breach of any of these Terms and Conditions or the Gym Rules (examples include: allowing unauthorized access to others, behaving in an abusive or dangerous manner, vandalizing equipment, or otherwise violating important policies). In such cases, we may terminate your membership with immediate effect, and you will remain liable for any owed fees (we may, at our discretion, refund any unused portion of prepaid fees, but we are not obligated to do so if the termination is due to your misconduct).
- If we permanently close the facility or cease operation for any reason, we will terminate memberships and provide appropriate refunds for any remaining prepaid period (or, if applicable, assist in transferring your membership to another facility if possible).
- You will be informed in writing (email or letter) if your membership is being terminated by us and the reason for termination.
- Collection of Unpaid Fees: If you owe us any unpaid fees or charges (for example, due to missed payments, unreturned access fobs, damage costs, or other fees under this contract) and do not pay after being notified, we reserve the right to pursue collection of the debt. This may include engaging a third-party collections agency or taking legal action to recover the sums due. You may be liable for additional costs

incurred in pursuing payment (such as agency fees, court costs, and reasonable solicitor's fees) as permitted by law. We would prefer to work with you to resolve any payment issues, so please communicate with us if you are having difficulties.

7. Limitation of Liability

- Use at Your Own Risk: By using our Gym facilities, you acknowledge that you understand the inherent risks associated with strenuous physical exercise and the use of fitness equipment. Except for liability that we cannot legally limit (such as death or personal injury caused by our negligence, as described below), you agree that Vision Fitness Leventhorpe LTD will not be liable for any injury or harm you sustain through your own actions, improper use of equipment, or general risks inherent in exercise or gym environments. You assume full responsibility for your participation and use of the Gym.
- No Limitation for Our Negligence: Nothing in these Terms and Conditions is intended to limit or exclude our liability for death or personal injury caused by our negligence or for any other liability that cannot be lawfully excluded or restricted (such as fraud or certain statutory liabilities). We take our duty of care seriously and will be responsible if we breach our legal obligations in a manner that causes you injury.
- Personal Property: We do not accept responsibility for the loss, theft, or damage of any personal property you bring to the Gym, except where such loss or damage is directly caused by our negligence. It is your responsibility to secure your belongings (e.g., by using lockers and your own locks). As noted in Section 5, items left in lockers or on the premises are at your own risk. We strongly recommend not bringing valuables, or if you do, keeping them insured. We will not compensate you for loss of or damage to personal items absent clear proof of fault on our part.
- Facility and Equipment Availability: We strive to keep the Gym and all equipment in good working order and available for your use during operating hours. However, we do not guarantee that every piece of equipment or facility will be available at all times. Equipment may be unavailable or out of service for maintenance or safety reasons, classes or personal training sessions might occupy certain areas, or portions of the Gym may be temporarily closed for cleaning, repairs, or upgrades. No refunds or membership credits will be provided for temporary unavailability of equipment or facilities, provided such unavailability is reasonably limited and the overall Gym remains functional. We do not warrant that the facility will be uninterrupted or error-free; however, we will take reasonable steps to minimize downtime and inconvenience.
- Limitation of Liability: To the fullest extent permitted by law, any liability of Vision Fitness Leventhorpe LTD to you arising out of or in connection with this membership or use of the Gym (except as noted above regarding personal injury/death) is limited to no more than 12 months' worth of membership fees actually paid by you to us. This cap on liability applies to claims of any nature (including contract, tort, or otherwise) for things like property damage or other loss. Under no circumstances will we be liable for any indirect or consequential losses (for example, lost opportunity, lost profits, or pain and suffering, to the extent such exclusion is permitted by law).
- Indemnity: You agree to indemnify and hold harmless Vision Fitness

Leventhorpe LTD (and its directors, employees, and agents) from and against any loss, liability, cost, claim, or expense (including reasonable legal fees) arising from your own actions or omissions. This includes any damage you may cause to the Gym or its equipment, any liability arising from you bringing a guest or non-member into the Gym, and any claim made by another person which is caused by your misuse of the facilities or breach of these Terms. (In simple terms: if your actions cause us to suffer costs or legal trouble, you will make things right and cover those costs.)

- Third Parties: We are not responsible for the conduct, whether negligent or intentional, of other individual members or Gym users. Similarly, if we use third-party contractors or trainers on occasion, we are not liable for their actions or omissions beyond our legal obligations. (For example, if you engage a personal trainer who is an independent contractor using our Gym, any contract or liability for their services is between you and that trainer, not us. However, we will of course investigate any issues and ensure trainers working in our gym are appropriately qualified.) We do not provide supervision at all times, so you understand that other members' behavior is not under our direct control – but we will take appropriate action if we become aware of any dangerous or rule-breaking behavior.

8. Data Protection & Privacy

- Compliance: We take your privacy seriously. We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, along with any other applicable data protection laws. Your personal data will be processed in accordance with these laws and our internal privacy policies to ensure it is handled lawfully, fairly, and transparently.
- Data We Collect: By becoming a member, you acknowledge we will collect and process certain personal information about you. This may include (but is not limited to): your contact details (name, address, phone, email), date of birth, photographs (for your member profile or access identification), payment details (for billing, though card details might be held by a secure payment processor), health information that you provide (e.g., PAR-Q responses or doctor's notes, which are considered sensitive personal data), and Gym usage data (such as access logs when you check in, class bookings, etc.). We also operate CCTV in the facility for security; CCTV footage may record your image while at the Gym.
- How We Use Your Data: Your personal data is used primarily for the purposes of administering your membership and ensuring safe access to the Gym. This includes using your contact information to communicate with you about membership matters (billing, renewals, notices of changes, Gym news/updates), using your health information to ensure we are aware of any exercise limitations or emergency contacts if something happens in the Gym, and using your image or biometric (if applicable) for identity verification at access points. CCTV footage is used for security monitoring, safety (e.g., to check on members during unstaffed hours or review incidents), and rule enforcement (such as investigating tailgating or vandalism). If you provide an email, we may also send you Gym newsletters or promotional offers from us; you can opt out of non-essential communications at any time by contacting us or using the unsubscribe

feature.

- Sharing of Data: We will not sell your personal information to third parties. We may share your data with trusted third-party service providers who process data on our behalf to support our services – for example, our membership management software provider (such as ClubRight) which hosts your data in the app, payment processors to handle billing, or email service providers to send out communications. These providers are bound by contracts to only use your data under our instructions and to protect it. We may also share information if required by law or authorities (for example, providing CCTV footage to the police for an investigation, or providing membership details if legally compelled). In all cases, we will only share the minimum necessary information and ensure there is a lawful basis for any disclosure.
- Data Security: We implement technical and organizational measures to safeguard your data. This includes storing electronic records in secure servers/databases with restricted access, using encryption or secure connections where appropriate, and keeping any paper records (if any) in locked cabinets with controlled access. Our staff are trained on data protection and will only access your information on a need-to-know basis. However, you understand that no system is 100% secure; in the unlikely event of a data breach that poses a risk to your rights (e.g., loss of sensitive data), we will follow legal requirements to inform you and the authorities (ICO) as needed.
- Data Retention: We will retain your personal data for as long as is necessary for the purposes it was collected. In general, for membership data, we may retain your core membership records for up to 6 years after your membership ends, in line with legal requirements and our legitimate interests (this is often for tax/accounting purposes or in case of any legal claims). Health questionnaires may be retained for a shorter period unless an incident occurs that would make them relevant longer. CCTV footage is retained for a much shorter duration – typically we overwrite or delete footage routinely (e.g., after 30 days), unless it is flagged for review due to an incident, in which case relevant clips may be kept longer for investigation and then deleted. When disposing of personal data, we will do so securely.
- Your Data Rights: Under data protection law, you have rights regarding your personal data. These include:
- Right of Access: You may request a copy of the personal data we hold about you (commonly known as a Subject Access Request).
- Right to Rectification: If any personal information we have is inaccurate or incomplete, you can ask us to correct it.
- Right to Erasure: You can request that we delete your personal data in certain circumstances (for example, if you have left the gym and we no longer need the data, and there's no legal requirement to keep it). Note that certain data (like payment records or contracts) we may need to retain for legal reasons.
- Right to Restrict Processing: You can ask us to limit how we use your data in certain cases (for instance, if you contest the accuracy of data, we may pause processing until resolved).
- Right to Data Portability: For data you provided to us directly and which we

process by automated means with your consent or for performance of contract, you can request a transferable copy in a common format.

- Right to Object: You can object to certain processing such as direct marketing – if you opt out, we will stop sending marketing. You can also object if you feel our legitimate interest processing (like CCTV for security) is unjustified in your situation, and we will consider your request.

To exercise any of these rights, please contact us at our official email. We may require you to verify your identity before fulfilling requests. We will respond within one month (or inform you if an extension is needed for complex requests).

- CCTV and Monitoring: We display signage at the Gym entrance to inform you that CCTV is in operation. CCTV recordings are used primarily for security and safety. They may be reviewed if an incident comes to our attention or if a rules violation is suspected (e.g., tailgating, theft, or misuse of equipment causing damage or injury). We may use CCTV footage as evidence in enforcing these Terms or supporting any insurance or legal claims in the event of accidents or misconduct. We will also comply with lawful requests from law enforcement for footage. CCTV data is stored securely and only accessible to authorized personnel.
- Access Systems & Biometrics: If we issue electronic access devices (like key fobs, cards) or use app-based access, these may store an identifier (such as a membership number or barcode) which links to your account in our system. These devices themselves do not contain your personal details beyond maybe your name or ID number. You must not give your device or login to others (as covered in Section 1). If the Gym ever implements biometric access (such as fingerprint or facial recognition entry systems), this will be entirely optional and consent-based. If you do not wish to use a biometric identifier, we will provide a reasonable alternative (like a key card or PIN code) so that biometric data is not mandatory. Any biometric data collected would be stored securely and processed in compliance with data protection laws and only for the purpose of access control.
- Privacy Policy: For further details on how we handle personal data, please refer to our full Privacy Policy (if provided separately) or contact us with any questions. By agreeing to these Terms and Conditions, you also acknowledge our data practices as summarized above.

9. General Provisions

- Changes to Terms: We may update or modify these Terms and Conditions from time to time. Typically, changes may be made to address new laws or regulations, to clarify policies, or to update processes and fees. Whenever we make a significant change, we will notify members in advance (generally by email or via the member app/website, and by posting the new Terms on our website or at the Gym). We will give at least 30 days' notice of any material changes when required. If you continue to use the Gym or maintain your membership after the effective date of updated Terms, that will constitute acceptance of the revised Terms. If you do not agree with a change, you may cancel your membership before the new terms apply (subject to any remaining contractual obligations).

- Temporary Closure / Force Majeure: If the Gym is required to close or restrict access due to events beyond our control (often called “force majeure” events, such as extreme weather, natural disasters, pandemic-related government orders, or other unforeseen events like fire, flood, or civil disturbances), we will endeavor to inform you as soon as possible. In such cases, memberships will be handled as follows: For short-term disruptions (a few days), we will likely continue membership as normal with no refund (since the time can be made up once we reopen). If closures extend longer, we may at our discretion freeze all memberships (pausing billing for monthly members, and extending end dates for annual members) or otherwise compensate the lost time so that you do not lose out. No automatic refunds will be given for force majeure closures, but we will do our best to be fair (e.g., extending your membership). We are not liable for failure to provide services due to causes beyond our control, but we will act in good faith to resume normal operations as soon as feasible.
- No Waiver: If we do not strictly enforce any part of these Terms or delay in doing so, it does not mean we are waiving our right. For example, if you miss a payment and we do not immediately cancel your membership, or if we allow an exception to a rule on one occasion, it does not mean we are waiving our rights or that the same will be allowed next time. We can still enforce our rights and the rules at a later date or in any other situation where they apply.
- Severability: If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court or relevant authority, that provision shall be severed from the agreement and the remaining provisions shall continue in full force and effect. In other words, the rest of the contract stands, minus the problematic part, unless removing that part materially changes the obligations of either party.
- Entire Agreement: These Terms and Conditions (along with any other documents expressly referred to within them, such as the Gym Rules or a Privacy Policy if provided) constitute the entire agreement between you and Vision Fitness Leventhorpe LTD regarding your membership. They supersede any prior understandings or agreements (whether verbal or written) regarding membership. You acknowledge that you have not relied on any representations, promises, or statements not contained in these written Terms when agreeing to this contract.
- Law & Jurisdiction: This agreement is governed by the laws of England and Wales. Both you and we agree that any disputes or claims related to this contract or your Gym membership that cannot be resolved through negotiation will be brought in the courts of England and Wales. (If you reside in Scotland or Northern Ireland, certain consumer laws may allow you to bring a claim in the courts of your home country as well, but in general England and Wales law is applicable.)
- Statutory Rights: Nothing in these Terms and Conditions is intended to reduce or take away your statutory rights as a consumer. You may have certain rights under law, such as rights relating to services being provided with reasonable care and skill, which are not overridden by this contract. These Terms seek to clarify the agreement and protect our business, but they do not affect rights that cannot be excluded under law.

10. Acceptance of Terms

By signing below (or by completing the online join process and agreeing electronically), you confirm that you have read and understood these Terms and Conditions, and that you agree to abide by all the rules, policies, and obligations set forth above. You acknowledge the risks inherent in exercise and gym use, and you accept those risks voluntarily. You confirm that you are in adequate physical condition to participate in strenuous exercise and will take responsibility for your own health and safety. You consent to the processing of your personal data as described in these Terms (and any accompanying privacy notices).

Member Name: _____
Member Signature: _____ Date: _____

For 16-year-old - 17 Year old Members (Parental Consent Required):
I am the parent or legal guardian of the minor member named above, and I hereby consent to their membership. I agree to be responsible for the member's compliance with the Terms and Conditions and to assume liability for the membership as needed.

Parent/Guardian Name: _____
Parent/Guardian Signature: _____ Date: _____

_____

Vision Fitness Leventhorpe LTD – Company Reg. No. 16665523 (Registered in England & Wales)
Registered Address: _____ (Address, if applicable)
Contact Email: info@visionfitnessleventhorpe.co.uk | Contact Phone: _____ (if applicable)