



# SHADED FITNESS

## Shaded Fitness Terms & Conditions

**Your Name:** \_\_\_\_\_

The following, when signed will constitute the full agreement between the Member, named above and Shaded Fitness. This agreement applies to all Memberships, PT Sessions, Classes and Events with Shaded Fitness.

All Members must complete a PAR-Q before commencing any exercise programme or using the gym. The Member may be required to provide a letter of 'medical clearance' from their GP. Please be aware a GP may charge for this. All Member information will be kept strictly private and confidential. If Shaded Fitness requires further medical information from the Member's Practitioner the Member will provide such details.

Memberships are to be paid monthly on 15<sup>th</sup> by Direct Debit. Failure to do so will result in the Membership being suspended with no access to Shaded Fitness Gym, PT sessions, Classes or Events until payment(s) has been made.

Shaded Fitness is a 24-hour gym meaning at times the gym will be unmanned. Upon joining you will receive a code for entry to the gym, which under no circumstances should be shared with anyone else. Upon receiving the entry code, you will be trusted not to share or pass on to any non-members. In doing so you will be held accountable for the non-member's fees, have your membership revoked and be liable for any injury, if caused, to the non-member. Shaded Fitness has CCTV which is closely monitored in the event of the terms and conditions being broken.

There is a phone located at the reception desk for use in an emergency, together with emergency contact details.

### General Terms and Conditions:

1. Members must be 16 years or older.
2. Members must book in and pay in advance online via the website.
3. Any property stored in lockers is stored at your own risk. We regret that we cannot accept liability for any loss or damage that may occur to items in the Gym or stored in lockers. If a Member loses a locker key, there will be a replacement charge of £10.
4. You must inform us if you have sustained a personal injury elsewhere or have developed a medical condition that may have consequences for training.
5. Members park at their own risk. We cannot accept liability for any loss or damage that may occur to your vehicle whilst training at the gym.

6. Members must keep their personal details up to date at all times. Any changes should be made emailing [info@shadedfitness.co.uk](mailto:info@shadedfitness.co.uk).
7. Smoking (including e-cigarettes) is not permitted on Shaded Fitness premises.
8. We will not be liable or responsible for outstanding monies paid to a Personal Trainer renting Shaded Fitness' space. Personal Training is arranged directly with the PT and not with Shaded Fitness.
9. From time to time we may need to increase the price of membership. We will give you at least 2 full months' notice of any price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.
10. If any monthly direct debit payment is not received on the due date for payment, then your membership will be automatically suspended until all due payments have been brought up to date (except in exceptional circumstances and at Shaded Fitness' sole discretion).
11. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
12. You must book online to secure your space for Classes. Classes have limited spaces which are available on a first come first served basis.
13. Classes and instructors are subject to change.
14. There is CCTV located at Shaded Fitness, this is for your safety and for insurance purposes. CCTV will not be shared with any other parties. CCTV may however need to be used for legal reasons including but not limited to, insurance claims or police matters.

#### **Gym Membership Terms & Conditions**

1. Shaded Fitness will NOT be liable for any injury caused while training at the gym, members use all equipment at their own risk.
2. Shaded Fitness will NOT be liable for any injury or accidents caused while using the Boxing Ring, members use the Boxing Ring at their own risk.
3. Shaded Fitness will NOT be liable for any injury or accidents caused while Sparring or any physical contact with each other.
4. All members must wear the appropriate protective equipment (e.g. Boxers must wear a Headguard, Gum Shield, Gloves. Kickboxers same as Boxers as well as a Groin Guard and Shin Pads).
5. You must book online to secure your space for using the Gym. While social distancing applies the Gym has limited spaces (1 hour time slots), spaces are available on a first come first served basis.
6. Equipment must be treated with respect. Please refrain from dropping weights, they should be replaced after use.
7. Machines and equipment must be wiped down after use, left clean and dry and replaced in the correct area.
8. You may not use the gym when under the influence of alcohol, drugs or any medication that may affect your safety.

9. Booking a slot for the Gym online does not guarantee the availability of a parking space. Parking spaces are available on a first come first served basis.
10. Food and chewing gum are not permitted within the gym.
11. Suitable gym clothing and clean trainers must be worn at all times.
12. We may terminate this agreement with immediate effect on notifying you if you are in breach of Shaded Fitness Terms & Conditions.
13. We reserve the right to restrict a member's ability to pre-book gym slots if the member persistently fails to attend booked sessions.
14. There may be occasions where we have to close all, or part of, the gym. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will do our best to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part, or all of, your membership fees in such circumstances.
15. You are not permitted to bring non-members to work out in the gym, prior to them having completed the necessary paperwork.

### **Personal Training Terms & Conditions**

1. Shaded Fitness will use their skills and knowledge to design a safe programme of exercise that will take into account the personal goals, fitness levels and exercise likes and dislikes of the Member.
2. Shaded Fitness will provide the coaching, supervision, advice and support that the Member may need to help achieve their goals.
3. The Member's progress will be regularly monitored and the programme revised and adjusted accordingly.
4. The PT will provide all necessary equipment for each PT session.
5. It is understood between the Member and Shaded Fitness that both will commit to the programme and give 100% effort.
6. The Member is required to arrive 5 minutes prior to a training session so that a full session can be achieved each visit.
7. The Member is required to wear appropriate clothing and footwear. Footwear should be comfortable and provide adequate support.
8. The Member is required to bring an appropriate water bottle, filled ready for the session.
9. All block purchased sessions must be completed within 15 weeks of purchase or they will be forfeited.

#### **Late Arrival to a Personal Training Session:**

The PT is only required to wait for 15 minutes past the agreed start time. After this the PT may leave the premises and the Member will forfeit the fee for the session. If the Member, arrives within the 15 minutes the PT will complete the time left of the original session. No extra time will be given.

If the PT is more than 10 minutes late on arrival to the session, the Member can have a full hour from the time that the PT arrives (if convenient), or the Member can have the remaining time of the session added on to another session.

### **Charges for cancelling/missed session:**

It is the responsibility of the Member to ensure that the dates and times booked are correct. To cancel a booked session, PT or class, the Member must notify Shaded Fitness either in person or by phone, text or email. In the event of cancellation by Shaded Fitness, they are responsible for notifying the Member of any such cancellation.

#### **For a PT session:**

- By Member with more than 24 hours' notice - no charge/loss of session.
- By Member with less than 24 hours' notice, the session will be lost and there will be a charge of £20.
- By the PT - no charge and session will be rearranged.

#### **For a Class:**

- By Member with more than 24 hours' notice - no charge/loss of session.
- By Member with less than 24 hours' notice, there will be a charge of £5.
- By the Instructor - no charge but Class will not be rearranged.

#### **For Open Gym Slot:**

- By Member with more than 24 hours' notice - no charge/loss of session.
- By Member with less than 24 hours' notice, there will be a charge of £5.
- By the Shaded Fitness - no charge/loss of session.

### **Refund Policy**

Refunds are not provided under any circumstances for Memberships, PT Sessions, Classes or Events and will not be issued for any reason, including but not limited to relocation, illness, and unused sessions.

In the event of a pandemic or circumstances out of our control and dates/times for Memberships, Classes, Personal Training session, or an Event are effected there will be no refund.

### **Termination of Membership:**

Membership runs from month to month, if payment is made at the start of the month but the Member cancels in between this time period then no refund will be given for the remaining days of the month. The Member understands it is their duty to cancel their Direct Debit to cease their Membership (allowing 4 working days for the bank to action this). If you decide to cancel your Membership but do not stop your payment method there will be no refund for overpaid fees. The Membership will remain in force until the day before your next payment is due, at which point it will automatically terminate. If the Member wishes to cancel their Membership please contact Shaded Fitness directly at their earliest convenience to ensure a satisfactory outcome.

**Physical Activity Readiness Questionnaire (PAR-Q)**

Member Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Telephone: \_\_\_\_\_ In case of emergency contact: \_\_\_\_\_

Relation: \_\_\_\_\_ Telephone: \_\_\_\_\_

For most people, physical activity should not pose any problem or hazard. This Par-Q has been designed to identify if medical advice should be taken before participating.

Please answer all the questions YES or NO below by putting a 'X' in the appropriate box:

	Yes	No
Has your doctor ever said you have heart trouble?		
Do you frequently suffer from pains in your heart or chest or have chest pains brought on by physical activity?		
Do you often feel faint or have spells of dizziness?		
Has a doctor said that your blood pressure is too high?		
Have you been diagnosed with osteoporosis? If yes, where is the osteoporosis?		
Do you have any other bone/joint problems that could be aggravated by physical activity? If yes, please indicate condition		
Do you have diabetes? If yes, are you taking insulin?		
Do you suffer from epilepsy?		
Do you suffer from asthma, or breathing difficulties?		
Are there any other medical conditions that the instructor should be aware of? If yes, please indicate		

If you have answered YES to any of the questions above please provide a doctor's note before training.

**Declaration of Understanding**

I, the Member, fully understand and agree to abide by the above rules and regulations. Before embarking on an exercise programme or using the gym I have completed the Shaded Fitness “Physical Activity Readiness Questionnaire” (PAR-Q) and resulting processes. I also understand that I should inform Shaded Fitness of any medical conditions that may not have been covered in the form and that I may be advised to visit my doctor prior to commencing the sessions. Shaded Fitness will not be liable for any injury caused by not declaring existing medical condition or injury.

I acknowledge that I have either had a physical examination and have been given my doctor’s permission to participate, or that I have decided to participate in the activity and/or use the equipment and machinery without the approval of my doctor and do hereby assume all responsibility for my participation and activities.

I give consent for Shaded Fitness to take photos that can be used for social media/marketing. (If you do not wish to be in photos please advise Shaded Fitness in writing by emailing [info@shadedfitness.co.uk](mailto:info@shadedfitness.co.uk)).

I release Shaded Fitness from any liability for personal injury or other damage I may sustain whilst engaging in any exercise programme or class.

I acknowledge receipt of this agreement and confirm acceptance of the terms and conditions.

**Signed:** ..... **(Member)**

**Name:** .....

**Date:** .....

Please send the completed/signed Terms and Conditions to [info@shadedfitness.co.uk](mailto:info@shadedfitness.co.uk)