



TERMS & CONDITIONS

1) **MEMBERSHIP**

If you sign this agreement with *The Warehouse Health Club Limited*, registered number: SC271944, registered office: 66 Queens Road, Aberdeen, AB15 4YE, you agree to become a member of the club for the term stated in section 2. Your relationship with the club is governed by these terms and the club's rules. In so far as the club's rules differ, these terms will apply.

Entry will only be allowed by means of a valid membership card, used via the swipe system. If a member is looking to use the facilities without their card then they will have to pay a £5.00 entry fee each time until they are able to produce their card. **This money will not be refunded.**

Guests may be signed into the club at stated cost (see club's reception). The guest must be fully aware of the club's rules prior to using the club's facilities. They will also be asked to sign the register at reception which is also a disclaimer waiving the right to any legal recourse should there be any injury or damage to property.

Towel hire can be arranged at a charge of a £1.00. See reception for terms and conditions.

If you have signed a floating contract your membership may be cancelled after a minimum term or any time thereafter by provided *The Warehouse Health Club Limited* with 1 month's written notice of your intention to do so.

If you have signed a standing order contract it is also your responsibility to contact your bank and cancel any future payments.

The Warehouse Health Club Limited will not be held liable and will not refund any monies that are paid in error of this condition.

2) **MEMBERSHIP PERIOD**

You agree to remain a member of the club for at least the "Minimum Term" agreed by yourself. If you wish to remain a member after this term you will be asked to re-register as per your initial joining procedure. All memberships are non transferrable and prices may be changed during, "the term". Members will be notified prior to any changes taking place.

Under *The Warehouse Health Club Limited* membership terms, suspension/relocation/pregnancy/unemployment will not be accommodated for unless the extra monies written into the contract have been selected to cover this.

The Warehouse Health Club Limited does not allow suspension/cancellation of membership unless serious injury/illness covered with medical documentation can be provided. Suspension/cancellation terms will be mutually agreed by the club and the member.

3) **CANCELLATION**

You cannot cancel your membership until you have been a member for at least the "Minimum Term" agreed by yourself. You may cancel your membership at any time thereafter by providing *The Warehouse Health Club Limited* with at least one month's prior written notice of your intention to do so. **You will also need to contact your bank directly to ensure that all future payments are cancelled as *The Warehouse Health Club Limited* do not have the authority to do this on your behalf.** If you cancel this agreement within the minimum term period, you will for the avoidance of doubt be liable for the remaining outstanding balance due for the remainder of the term of the agreement.

** If you have been authorised a membership on any promotional offer your minimum payment term will be: **Any promotional offer membership is non transferrable and non refundable.**

Business Address: 20 Mearns Street
Aberdeen
AB11 5AT

Registered Address: 66 Queens Road
Aberdeen
AB15 4YE

Telephone Number: (01224) 571457
Website: www.thewarehousehealthclub.com

Registered Number: SC271944

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4) PAYMENT

- a) The initial payment specified and all subsequent membership subscriptions must be paid in full to *The Warehouse Health Club Limited*. All subsequent membership subscriptions are payable on one of the dates stated (1st, 15th, 28th) of the month to which they relate. Please note that additional charges may be required for certain services (eg. sauna, refreshments, etc).
- b) If you fail to pay any monies due under this agreement or if any standing order, cheque or any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £5.50.
- c) Membership subscription rates may be reviewed at any time during the Minimum Term. In the event that they are changed, you will be given 14 days written notice.
- d) Any payments not collected due to bank error or breach of contract will be forwarded to the relevant bodies for legal proceedings and reclaim of monies due.
- e) **Payments In Error** - Any payments made to us by the member in error by their bank will be refunded on the following basis:
 - A letter from the member's bank stating they have paid *The Warehouse Health Club Limited* in error.
 - An invoice from *The Warehouse Health Club Limited* to the member's bank informing them of administration charges deducted.

The Warehouse Health Club Limited will then refund monies due minus administration charges to the member. It is the member's responsibility to then reclaim administration charges back from their bank.

- f) **Personal Belongings:** You accept that *The Warehouse Health Club Limited* will have no liability whatsoever to you in respect of any loss/theft or damage to any of your personal belongings. You agree to hand in any items of lost property that you find at the club to the reception. You also acknowledge that for security reasons and for the benefit of all users of the club, *The Warehouse Health Club Limited* will empty all lockers at the end of each day and any items of lost property that are found will be deposited at reception. You accept that any lost property that is not claimed by you within 14 calendar days will be donated by us to a local charity of our choice.

5) TERMINATION

Your membership may be terminated if you breach this agreement or the club's rules and the breach is:

- a) Serious (in the sole opinion of *The Warehouse Health Club Limited*).
- b) Has not been remedied within 7 days of receipt of a written warning.
- c) Is repeated within 6 months of receipt of a written warning.

In that event, all sums due will become payable immediately including the balance of the minimum membership period less 1%. In the event that we take action in order to obtain any sums due and owing to us by you, we reserve the right to recoup in addition all reasonable costs and expenses incurred up to a maximum sum equivalent to 2 months membership fees.

6) YOUR RIGHTS

You agree to inform staff at the club with details of any disability including (but not limited to) any heart conditions, deafness, epilepsy, blindness, injuries or any other conditions prior to using the facilities at the club to avoid accidents or injuries to yourself or other users of the club.

You are responsible for being properly equipped for using the facilities at the club. You accept that, save for any wilful default or negligence or your statutory rights which shall remain unaffected, *The Warehouse Health Club Limited* and its officers, employees and agents will have no liability to you in respect of any injury, illness or loss sustained by you whilst using the facilities at the club.

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7) **DATA PROTECTION**

If you do not pay everything you owe or make any payments late *The Warehouse Health Club Limited* may pass on information about you to financial bodies and other organisations. This may affect your credit rating. Subject to that exception, your personal details will not be disclosed to outside organisations and/or individuals without your written consent.

8) **YOUR RIGHT TO CANCEL**

You have the right to cancel this agreement, **within 5 days**, by providing us with written confirmation that you would like to terminate the agreement. Although bank payments may be cancelled, any initial payments made to start the agreement will not be refundable.

THE WAREHOUSE HEALTH CLUB LIMITED HAS THE RIGHT TO CONTACT A THIRD PARTY TO ENSURE RECOVERY OF ANY MONIES DUE.

I HAVE READ AND UNDERSTOOD THE TERMS & CONDITIONS AND MY PROOF OF SIGNATURE BELOW BINDS ME TO THIS AGREEMENT.

I UNDERSTAND THAT *THE WAREHOUSE HEALTH CLUB LIMITED* MAY FROM TIME TO TIME MAKE CHANGES TO THE TERMS AND CONDITIONS WITHOUT PRIOR NOTICE, SUCH CHANGES WILL BE DISPLAYED AT RECEPTION.

Member Signature: _____ Date: _____

THIS HAS BEEN WITNESSED BY:

Staff Signature: _____ Date: _____

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