

HEALTH COMMITMENT STATEMENT



Saltdean Lido are committed to helping you take every opportunity to enjoy the facilities that we offer, and to helping you use them safely.

OUR COMMITMENT TO YOU

1. We will respect your personal choice, and allow you to make your own decisions about what exercise you can carry out. However your health and wellbeing is your responsibility and our concern so we ask you not to exercise beyond what you consider to be your own abilities.
2. We ask that you respect the facilities and others using them. That you use all equipment correctly and safely, reporting any concerns immediately to an available member of staff.
3. We will take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
4. If you make us aware of any medical condition or disabilities that puts you at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.
5. We will treat everyone with respect, keep all information private and confidential and will, where possible, make adjustments so that you are able to enjoy our facilities. We will have a first aider on site to help you if you feel unwell or have an accident.

YOUR COMMITMENT TO US

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you use our equipment and facilities, and follow it.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.
4. If you have a disability, follow the instructions provided to allow you to exercise safely.

MEMBERSHIP TERMS AND CONDITIONS



1 MEMBERSHIP

- 1.1 Your membership will begin on the day you join.
- 1.2 When signing the membership form, you agree to accept these Terms and Conditions in full.
- 1.3 Your membership is personal to you and cannot be loaned, sold on or transferred to another person. Members who lend or attempt to sell their membership will have their card rescinded without a refund.
- 1.4 Membership may be refused or rescinded with good reason at the discretion of the Saltdean Lido Gym management and admission to Saltdean Lido premises may also be refused to any member or their guest at the discretion of the management.
- 1.5 If Saltdean Lido Gym or the bank/building society makes a mistake with your direct debit payment, you are guaranteed a full and immediate refund from your bank/building society.
- 1.6 Where Joint and Family memberships are offered they are done so on the condition that payment is taken from one bank account and all individuals reside at the same address.
- 1.7 Concessionary membership rates are available as described in Section 8.

2 FEES

- 2.1 You must pay a membership fee which will be determined by your chosen membership package. The membership fee and any other fees are payable in advance by cash, debit/credit card or Direct Debit agreement.
- 2.2 The first subscription fee paid by a member when joining will be for a whole calendar month. Monthly instalments will be due on the same date each calendar month or the next available working day by Direct Debit. For example if you join on the 16th of March your next payment will be on the 16th of April and will continue on a rolling basis once the agreed contract period has expired. It is the responsibility of the member to cancel the direct debit agreement in accordance with the terms set out in clause 3 of the terms and conditions.
- 2.3 We may change the amount of your monthly payments, providing you are not within a fixed contract period. If we do we will write to you at the address you have given us at least 14 days before the changes take place.
- 2.4 Monthly fees are payable even if you do not use the gym.
- 2.5 The day rate entitles you to use the gym for one day only. It does not include entry to a class.
- 2.6 A Monthly pass is valid for 30 continuous days from the date of purchase. It entitles you to use the gym at any time during normal open times for the 30 day period. It does not include entry to a class.
- 2.7 An annual pass entitles you to use the gym for one year from the date of joining. It will automatically renew.

- 2.8 Annual/monthly fees paid in advance cannot be refunded under any circumstances.
- 2.9 Members will be refused entry to the gym or a class if outstanding payment issues are not settled.

3. CANCELLING YOUR MEMBERSHIP

- 3.1 Subject to the provisions in the Membership Agreement, you may cancel your Direct Debit membership at any time by writing to the Saltdean Lido Membership Manager at Saltdean Lido or by emailing gym@saltdeanlido.co.uk and giving a minimum of 31 days' notice prior to your next Direct Debit payment. Your membership card should be returned by this date.
- 3.2 In exceptional circumstances a membership may be cancelled or frozen for a period of time whilst still under the agreed contract period.
- 3.3 Cancelling the Direct Debit Instruction with the bank remains the responsibility of the member.

4. GYM RULES

- 4.1 You must comply with the gym rules/etiquette as detailed in this notice.
- 4.2 We may change the rules/etiquette at any time. We will post notice of any changes at the gym.
- 4.3 Members or guests must wear suitable clothing and footwear when using the gym facilities or attending a class.
- 4.4 Members or guests will not be permitted to join classes once the class has started. Class entry will only be guaranteed for members or guests who successfully book a slot in advance.
- 4.5 Saltdean Lido Gym cannot be held responsible for any service or facility being unavailable for reasons outside of our control but if we have to cancel a class due to unforeseen circumstances, we will endeavour to provide as much notice as possible.
- 4.6 Saltdean Lido Gym will not tolerate any form of threatening or abusive behaviour towards members, guests, or staff.
- 4.7 Every member and guest must comply with the reasonable instructions of staff in the interests of health and safety and maintaining smooth running of the gym.
- 4.8 Only personal trainers approved by the management may use the facilities to train customers.
- 4.9 Members and guests must exercise due care when using the facilities and/or equipment to avoid injury to themselves and others using the gym. Members are responsible for ensuring that they correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). Those in any doubt must consult a Saltdean Lido staff member. Similarly, those in any doubt about their physical fitness should seek medical advice before attending the gym. Saltdean Lido Gym shall not be responsible for any injury occurring on

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the premises whether as a result of the use or misuse of the facilities and/or equipment provided by them.

4.10 Members and guests must accept responsibility for their personal property whilst on the premises and Saltdean Lido Gym shall not be liable for any loss, damage or theft of personal property.

4.11 Anyone found parking in the allocated disabled parking spaces who does not hold a valid disabled badge will be requested to move immediately and Saltdean Lido reserves the right to terminate your membership.

5 CHANGING THE AGREEMENT

5.1 Saltdean Lido reserves the right to vary and withdraw any of these Terms and Conditions at any time. Any changes considered necessary or desirable for the regulation of the business or conduct of members and their guests will be binding. We will give you at least 14 days notice.

6 FACILITIES

6.1 Before using any exercise equipment or attending a class you must read and sign the Health Commitment Statement. We offer a free supervised induction session when you join however you do not have to take up the offer. We can refuse access to the gym facilities if we consider your health may be adversely affected using such facilities.

6.2 Saltdean Lido Gym may open/close earlier during public holiday periods. Facilities may also close, or opening times varied, for occasional special events. Notices will be displayed in the centre in advance notifying customers of any changes. No refunds will be available for these periods.

6.3 We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to:

- 6.3 1- Give as much notice as is reasonably practicable by displaying notices in the gym.
- 6.3 2- Arrange for alternative facilities during a period of closure.
- 6.4 Your membership does not give you priority over other users or guarantee the availability of facilities.

6.5 Saltdean Lido Gym management reserve the right to change the activity programme. Prior notice will be given in the gym relating to activity cancellations or the introduction of new sessions.

6.9 Promotions do not apply to existing members.

7 MEMBERSHIP CARDS

7.1 Upon acceptance a membership card will be issued. The membership card remains the property of Saltdean Lido and entitles the member to all the benefits afforded to that membership category.

7.2 You must present your membership card at reception when accessing facilities; otherwise we will charge you the standard day rate.

7.3 Membership cards must only be used by the registered user. Any fraudulent use of the card will result in cancellation of the membership with immediate effect and with no refund.

7.4 All members must have their photograph taken for identification purposes; this will be stored on Saltdean Lido Gym database. This information will solely be used by Saltdean Lido Gym and will not be released to any third parties.

7.5 If you lose your membership card, we will charge a fee to replace it.

8. MEMBERSHIP CATEGORIES

8.1 Specific membership categories, benefits and prices are available on the Saltdean Lido website.

8.2 Concessionary membership categories are available to those in receipt of Universal Credit, Job seekers allowance, 60+, Students, Personal Independent payment and Family tax credits.

8.3 Proof of entitlement will need to be provided by you when collecting your membership card from Reception on your first visit to the gym.

8.4 It is your responsibility to tell us if your benefit status changes.

8.5 Where Joint and Family memberships are offered, they are done so on the condition that payment is taken from one bank account and all individuals reside at the same address.

8.6 In the case of Joint and Family memberships the signature on the membership form shall constitute acceptance by all the people included in the membership and all shall be bound by these Terms and Conditions.

9 LIMITATION OF LIABILITY

9.1 Saltdean Lido cannot be held responsible for any service or facility being unavailable for reasons outside of our control.

9.2 Saltdean Lido reserves the right to make alterations to services, the programme of activities and facilities. Wherever possible, members will be provided with advance notice. Members will not be entitled to a refund of all or part of membership fees unless specifically stated.

9.3 You are responsible for ensuring that you correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). If you are in any doubt you must consult a Saltdean Lido staff member.

9.4 Members and their guests are required to comply with all reasonable requests and instructions in relation to the health and safety of themselves, other customers and staff.

9.5 Saltdean Lido's 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 loss or damage was due to negligence by us.

9.6 Relevant United Kingdom law shall apply to this contract and the relevant courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.