



Firewalker Health Club Terms & Conditions

1. Firewalker Fitness and Martial Arts Centre.

1.1 The Centre is managed by Kirkwood Walker.

2. ACCEPTANCE OF MEMBERSHIP

2.1 The decision to accept the application of a potential member shall be at the sole discretion of the Centre. The Centre reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the repayment of all monies due to the Centre. If the membership application is accepted by the Centre, membership of the Centre by the applicant shall commence as stated on the agreement.

2.2 The acceptance of an application for membership of the Centre shall constitute a legally binding agreement between the member and the Centre. The member hereby agrees also to be bound by the Club Rules, a copy of which can be provided by asking at Reception.

2.3 Membership cards are issued to all current members and must be shown at Reception to gain membership rights every time a visit is made to the Centre. Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member could result in cancellation of the membership with no refund being made by the Centre.

3. LIMITATION OF LIABILITY

3.1 The member acknowledges that the Centre's obligations and liabilities in respect of the Centre are defined in this agreement and/ or within the Regulations Applicable to All Users.

3.2 The member is responsible for the consequences of any use of any of the facilities of the Centre. The Centre will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, or otherwise.

4. PHYSICAL HEALTH OF MEMBER

4.1 The member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such

exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

4.2 Before using The Gym, the member must first complete a Gym Introduction pre-exercise questionnaire and unless otherwise agreed undergo an induction session

5. MEMBERSHIP

5.1 All categories of membership shall be subject to these Terms and Conditions of Membership which are in force at the time.

5.2 Joint membership shall be available. Joint memberships are available on condition that payment is made from one bank account jointly.

5.3 Other categories of membership shall be stipulated by the Centre from time to time.

6. MEMBERSHIP CHARGES & PAYMENT OPTIONS

6.1 All members are liable to pay all annual or monthly membership fees irrespective of actual usage of the Centre facilities.

6.2 Members may elect to pay their membership fees in monthly instalments (Direct Debit) or in full.

6.3 The Centre reserves the right to increase Membership fees on a yearly basis. If paying by Direct Debit, the contract is for a minimum of either 3, 6 or 12 months (the period). Following the first period, Debit Finance Collections Plc will continue to take monthly Direct Debit instalments unless written notice is received by the Centre and Debit Finance Collections Plc at least 1 calendar month prior to proposed termination date. **7.1** Causes for termination. The following reasons may be acceptable to The gym subject to formal agreement. Illness: with letter from GP or referring Doctor ReLocation: proof of new address required Bankruptcy Imprisonment

8. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY THE CENTRE

8.1 The Centre may expel members or may terminate the membership of any member:

8.1.1 without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the reasonable opinion of the Centre, it may be injurious to the character, name or interests of the Centre or is such that it renders the member unfit to associate with other members of the Centre.

8.1.2 By notice in writing if any part of the annual membership fee or monthly membership charge which is due and payable remains unpaid thirty days after the due date for payment. 7 Lapses in membership payment will incur an Administration charge. 7.1 A member whose membership is terminated by the Centre, shall forfeit all privileges of membership with

immediate effect without an entitlement to any claim for any refund of their annual or monthly membership fee.

8. CENTRE FACILITIES

8.1 Certain categories of membership do not include all of the Centre's services and facilities.

8.2 The Centre reserves the right to make reasonable alterations to the type of facilities provided without notice and the Centre shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur for 14 days or less, due to matters beyond our control or improvement works.

9. HOURS OF OPENING

9.1 Information in relation to the Centre's normal hours of operation and the opening hours of the facilities are available from the Centre upon request. Such hours may be lengthened or shortened at the absolute discretion of the Centre with or without any prior notice being given to members. The Centre shall endeavour to give members reasonable notice of change to such hours.

9.2 On occasions when necessary maintenance is required, the Centre, or parts thereof, may be closed.