

## TERMS AND CONDITIONS

### Pheonix Fitness Skegness

#### General

- This agreement commences after you have accepted our membership.
- This agreement becomes binding on you and us when we contact you to confirm that your membership application has been successful. This is our contract.
- Once accepted, this agreement will become binding on you and us when we contact you to confirm your membership application has been accepted at which point a contract comes into existence between you and us.
- You will be entitled to all the rights and privileges set for the type of membership chosen.
- You cannot transfer this agreement to anyone else.
- Members must be aged 18 or over.
- You agree to comply with the rules of membership which are displayed in the club and relate to opening hours, use of our facilities and your conduct.
- We may make reasonable changes to these Rules at any time provided that we give you advice notice of the change.
- We may assign the benefits of this agreement and our rights under this agreement to a third party on notice to you. Your rights under this agreement will not be prejudiced.
- Our opening hours are clearly displayed at the gym or on our website
- There may be occasions when we have to close all or part of the gym and we will do our best to let you know of any such closures in advance of them taking place unless the problem is urgent or an emergency.
- We will use all commercially reasonable endeavours to ensure that such closures are outside of peak hours and are kept to a minimum in duration and frequency. In the event of a pandemic or other global emergency we may be told to close by the Government and this is out of our control.
- You will not be entitled to a refund or part of or at all, your membership fees in such circumstances.
- 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 control including any pandemic.
- We will not be responsible or liable for any outstanding monies paid to a personal trainer.
- As a consumer you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office. Nothing in these terms will affect your legal rights.

- We may terminate this agreement with immediate effect on notifying you that you are in breach of any of the gym club rules.

- To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition.

- Further you will advise us if any of your circumstances change.

#### Information about us.

We are a business called Pheonix Fitness Skegness. We are based in England and Wales. Our business operates from i43 Victoria Road, Skegness, PE25 35B

- If you have any questions or any complaints, please contact us on [contact@pheonixfitnessskegness.co.uk](mailto:contact@pheonixfitnessskegness.co.uk)

- If you have purchased fixed price membership, you will be responsible for the entire fee due.

- As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per Regulation 36 of the Consumer Contracts 9nfrmation, Cancellation and Additional charges) Regulations 2013, if you select to commence your membership immediately, or ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period you will be refunded any monies paid, less an amount for the membership

#### Your membership

The details of your individual membership will be set out to you in the initial communications.

#### Recording of telephone calls

- We are obliged to maintain high standards of excellence in our service to you. We may need to record calls from time to time without giving you further notice for training and quality purposes.

#### Complaints

- Our aim is to offer all our members an efficient and effective service at all times. Our members and our staff are of first importance to us. Should there be any aspect of our service with which you are unhappy, please raise your concern in the first instance at the Gym.
- Once any complaint is made, we aim to respond to you, within 28 days of receiving all necessary information and by such method as you may reasonably request and advise more fully how your complaint will be handled. We have eight weeks to consider your complaint.

## **Equality and Diversity**

- Pheonix Fitness Skegness is committed to promoting equality and diversity in all its dealings with its members, Third Parties and Employees. Please contact us if you would like a copy of our Equality and Diversity Policy or if you have any concerns you wish to raise.

## **Data Protection Act 2018 and the GDPR**

- Any private and personal information about you will be processed in accordance with the principles of the Data Protection Act 2018. You have the right to ask to see any personal information about you that we have and to have it corrected if it is inaccurate. We will only provide third parties with personal information in the furtherance of your interests and where we are legally obliged to provide that information; otherwise we shall obtain your prior consent before disclosing any private information. We use the information you provide primarily for the purpose of our services to you.
- A use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as personal trainers. You have the right of access under the Data Protection Legislation to the personal data we hold about you.
- The Data Protection Act requires us to advise you that your particulars are held on our database and computer systems. We have in place appropriate technical and organisational measures which keep your data secure and safe. We use a software platform called ClubRight Ltd for members data. Please see Clubrights Privacy policy here <https://www.clubright.co.uk/privacy-policy>

## **Your Responsibility**

- We will be reliant upon you for the accuracy of the information and/or documentation you provide. We will not be liable to you for any Losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation or due to the acts or omissions of any persons other than this company or arising from any cause beyond our reasonable control.

## **Severability**

If any of these terms and conditions is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other terms and conditions.

## **Governing Law**

These terms and conditions and any related letter are governed by and will be construed in accordance with the law of England and Wales.

## **Pheonix Fitness Skegness**