**Terms and Conditions**

**Membership and Fee’s**

Members shall pay a membership fee at the time of joining or renewing at the specified rate.

The joining age is 16 years+, you may be asked for ID by the club when joining. (Under 16yrs may use machine.
weights only) No one under the age of 16 years old is allowed on the gym floor without a personal trainer or is to be left unattended in the waiting area by their guardian at any time.

Members must give written notice to the club of any changes of address or changed phone number. Failing such notice, all communications shall be presumed to have been received within 5 days of the postmarked date. (This includes email and SMS Texts).

Empower Fitness reserve the right to refuse application from any client.

Membership is non-refundable, unless there is a written agreement to the contrary.

All payments for ancillary services and products (supplements, t-shirts and merchandise etc) must be made at reception – it is not permitted to pay club employees directly.

Corporate membership rates are available subject to specific restrictions and, in fulfilling these, reasonable proof maybe required.

**Membership Access**

Members will be granted access through a bio-metric reader which must be used every time they wish to enter the club. The access form must not be used to grant access to other persons.

Members must be screened before access is granted into the club.

**Use of the Facilities**

The clubs opening hours are fixed by the company and are subject to change.

The company may at any time close the club’s premises or any part thereof, without notice, in order to execute repairs, alterations, re-decoration or otherwise.

It is the member’s responsibility to ensure that they can undergo any activity within the club. All activities are taken at the member’s own risk.

Suitable attire, as determined by the company, must be worn at all times while using the club facilities. Members are requested to wear appropriate clean footwear within the facility.

Use of the fitness areas and other club facilities is at the members own risk and under their own medical advice.

Alcohol is not permitted in any area of the club.

Members and guests shall not use the club’s facilities while under the influence of alcohol, drugs or any other prohibited substance.

Smoking is not permitted anywhere with in the club.

Mobile phone use – please respect other club members with regards to mobile phone use. Have your phone on silent if you need to have it with you and please step outside if you need to take or make a call.

Members should comply with the safe use of all equipment in the club

Members are expected to arrive for appointments and studio classes in good time.

An instructor may refuse entry, or ask any member to leave a class if they feel their own, or another’s safety or enjoyment is in jeopardy.

The company reserves the right to refuse entry to the club’s premises at its absolute discretion.

Any member with monies outstanding on their club accounts whether for membership or otherwise can be refused access until all outstanding amounts are settled.

For reasons of health and safety, all members and guests must abide by the following:
– To replace free weights after use.
– Don’t drop weights.
– Respect all members in the gym.
– Do not hog machines especially at peak times.
– Wear clean training gear each time you use the gym.
– Use a towel while in the gym and wipe down machines after use.

**Lockers**

For safety of ones valuables, members are required to set their own combination lock when using lockers

All bags must be kept in lockers and should not be brought into fitness areas

Members must ensure that the contents of the lockers are removed at the end of their visit and the key returned to reception

The company reserves the right to remove the contents of any locker not emptied by the end of the night

Property cleared from lockers, or left on the premises, shall be donated to charity if unclaimed after 7 days

**Liability**

The club will not accept liability for any damage or loss to members’ or guests’ personal property brought onto the club’s premises.

Members purchase all ancillary products and services at their own risk and the club does not accept responsibility.

All activities are taken at the members’ or guests’ own risk.

No one under the age of 16 years old is allowed on the gym floor without a personal trainer or is to be left unattended in the waiting area by their guardian at anytime.

The club or their servants and agents shall not be liable for personal injury sustained by members or guests whilst on the club premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the club or any of their servants or agents. Members and guests who suffer an accident or injury on the club premises must report the accident or injury, and the circumstances in which it occurred, to management immediately following
accident or injury.

Members and guests must warrant and represent that they are in good physical condition and capable of doing
exercise: if through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in an exercise program.

**Cancellation and Suspension of Membership**

If the member is on a 3/6/12 month membership, they cannot cancel or freeze their membership unless they are advised to do so by a medical professional. It is at the club’s discretion to request for adequate paperwork to support the reason of freezing or cancellation. It is at the club’s discretion to determine the suitable period of time for the membership suspension. The club does not offer refunds.

If the member is on a monthly rolling membership, they must follow the terms of the monthly agreement. They may freeze their membership if done so under the terms and conditions of their monthly agreement.

**Essential Information for Club Users**

***By Using the facilities of Empower Fitness, it is most important you follow the following:***

Replace free weights after use

You must comply with the rules of the club.

You must ensure you are fit to undertake the activity you are participating in.

You have taken all the relevant medical and professional advice to ensure your safety, to verify your fitness and to confirm your suitability for membership.

You will seek instruction, from a member of the club’s fitness team, so as to make you competent in the activity you are undertaking (including the use of all relevant equipment).

You will take reasonable precautions to ensure the safety of yourself and others.

You will immediately inform a member of staff of any accident or incident that occurs.

Members wishing to report problems with services at the club should contact the club manager. (Simply ask at reception).

**General Use of Cameras and Camera Phones/Mobile Devices**

Cameras and mobile phones/devices with cameras should not be used at unsuitable times or in certain locations, e.g. changing rooms or where camera use is unauthorised.

Any photography taken within the facility should be of an appropriate nature.

Any members found to be taking / distributing inappropriate images from within the facility will have their
membership revoked without refund and barred from Empower Fitness.

Empower Fitness reserve the right to use any photography taken within the gym for social media channels, marketing or promotion.

**Direct Debit Agreement (Automatic Renewal Agreement)**

The Direct Debit Agreement is a legally binding agreement between you (hereafter referred to as the member) and TJ Reid Health & Fitness. This agreement sets forth your rights and obligations with respect to the automatic renewal and payment of your monthly gym membership. By signing this agreement, you are indicating that you have carefully read this agreement, understand it, and consent to be bound by all its terms and conditions. If you do not agree to the terms of this agreement, you should not sign this agreement and the membership registration process will not be sanctioned.

**Automatic Membership Renewal**

Automatic Renewal: Your membership will automatically renew on this date every month, unless you notify TJ Reid Health & Fitness of your decision to terminate your membership.

Renewed Membership: The renewed membership level and term will be the same as the membership level and term being renewed.

Freezing the Membership: The member must notify TJ Reid Health & Fitness seventy-two hours (72 hours) prior to the renewal date of your decision to freeze your membership. You will be eligible only to freeze your membership with a note provided from a doctor or physiotherapist.

You will receive confirmation of receipt of notification and your membership will not renew automatically on that particular month. The membership will only be frozen for one month and the membership will renew automatically on the following month. You can only freeze your membership for one month.

**Termination of Membership**

You, the member, may terminate your membership at any time by providing TJ Reid Health & Fitness with 30 days prior to your payment date written notice in person or via email to info@reidfitness.ie. If an email is provided the member must ensure that they receive a response or the email was not received.

**Terms, Fees and Payments**

The membership type is agreed at the initial membership registration process. Membership type and terms are subject to change, without notice, at the sole discretion of TJ Reid Health & Fitness.

By signing this Agreement, the member authorises periodic monthly payments to TJ Reid Health & Fitness from your credit, debit or bank card. Monthly payments shall be equal to the agreed rate on the day of registration. Monthly payments will continue to be taken and membership will continue to renew automatically until notice of termination is received from you, the member. The Member understands that any automatic recurring payment method or renewal authorisation will remain in effect until withdrawn by member or terminated by TJ Reid Health & Fitness.

**Default and Cancellation by Club**

If the member’s payment goes into default, you, the member, will have 30 days to resolve this outstanding payment, if this is not paid within that period the membership will be cancelled by the club and an outstanding payment will be left on the account which will need to be paid at the time of re-joining.

**Change of information**

The member will provide the club with new card information if the current card which is held on file is no longer active.

**No-Refund Policy**

All fees paid and charges made prior to member’s proper termination are non-refundable.