

# **TERMS & CONDITIONS OF MEMBERSHIP**

**Upon subscribing as a member, you are automatically deemed to accept and agree to be bound by these conditions of membership.**

**This agreement, along with The Fitness Club: Safety document, pool rules, gym rules and admission policy will constitute an agreement between The Fitness Club and the applicant for membership.**

1. Anyone who wishes to become a member of The Fitness Club, must complete the designated membership application process and Par - Q along with the prescribed payment.
2. The member is responsible for ensuring that The Fitness Club has up to date information, which should include (a) correct address (b) correct telephone number (c) correct e-mail address (d) medical information. It is the responsibility of the member to ensure that the details of their medical history are true and accurate in every respect, and that The Fitness Club staff have been fully apprised by the member of their medical conditions and/or concerns.
3. Your membership will last for the duration of the term specified by the membership category. Members will not be entitled to a refund if they choose to stop using the club or should they decide for any reason that they wish to discontinue the membership.
4. Direct Debit memberships must provide 30 days' notice to cancel your membership, counted from your next scheduled payment date. Any payment due during this notice period will be your final payment, and your membership will remain active for the period you have paid for. For example, if your membership payment is normally taken on the 10th of the month and you submit written cancellation notice by email to thespalimerick@radissonblu.com on 5th July, your payment on 10th July will be your final payment, and you may continue to use the club until 9th August. **All cancellations must be received via email as a written record to be accepted.**
5. Membership freezes- A Member may, if he or she is unable to use the Fitness Club facilities, apply to suspend his or her membership for one continuous period of not less than 30 days and not more than three (3) months in any twelve (12) month period, subject to the Club's discretion. Suspension may be granted due to extended illness or injury of the Member or an immediate family member, extended holiday, or other circumstances approved at the Club's discretion. Written notice must be provided to the Club via email at least ten (10) days prior to the next billing date in order for the membership freeze to take effect and to avoid being charged
6. Adult admission times: 7am – 9:45pm (Monday – Friday) 8:00am – 7:45pm (Saturday, Sunday and bank holidays) / Junior + child admission times: 7am – 7pm (Monday – Friday) 8am – 7pm (Saturday, Sunday and bank holidays). Strictly no access 45 minutes prior to category closing time.
7. Junior membership will automatically be moved to the standard student membership pricing structure after they turn 16 years old.
8. Student Memberships are responsible for providing Valid student ID, otherwise the standard membership pricing structure shall apply.
9. Family membership consist of two adults and two children under the age of 16.
10. The Fitness Club management reserves the right not to accept, or refuse an application for membership, entirely at its own discretion. In such cases the relevant fees will be refunded as soon as is practically possible.
11. Termination of Membership: The Fitness Club management reserves the right to terminate, without notice, a membership. It shall be at the sole discretion of management whether or not all or part of the membership fee is refundable in such circumstances. Management shall also have the right to refuse entrance to any membership holder or any other person or prevent such persons from using the facilities, at their discretion. Without taking away from the generality of the above, we may terminate your membership and or refuse your entry if; (a) you seriously or repeatedly break either the terms and conditions of membership or the clubs members Code of Conduct and you do not or cannot put it right within seven days of us writing to you about it or; (b) another person uses your membership cards or ID to get into the facility or; (c) you or someone accompanying you uses rude or abusive language or threatens or uses violent behaviour at the facility or acts in any way which disturbs the enjoyment of the facility by other members or staff or is deemed by the management to be detrimental to the welfare, good order, safety of character of the facility or its members.
12. The Fitness Club management reserves the right to refuse the renewal of a membership at its discretion, without giving any reasons for such a refusal.
13. Members must respect pool timetable restrictions, capacity restrictions, and follow all guidance offered by club staff and signage.
14. Members are, on every visit, required to scan their personal QR code to gain entry to the club. If you are unable to produce a valid membership QR code, proof of identity may be requested. The member agrees to provide an electronic photograph identification which the club can hold on file. Membership QR codes are non-transferable and any member allowing their membership QR code to be used by another person is in serious breach of these terms and conditions of membership and is ground for terminating your membership in accordance with clause above.
15. All memberships including annual memberships are non-refundable and non-transferrable.
16. It may be necessary to undertake essential maintenance to the facility and its equipment at any time. Every attempt will be made to provide advance notice and to minimise disruption and inconvenience. The Fitness Club cannot be held responsible for any service or equipment that is unavailable due to breakdown or fault. We may alter the hours of business, activity programmes and prices and reserve the right to refuse admission. We reserve the right to recompense members only in the event of a full and prolonged closure at our sole and absolute discretion.
17. We do not accept responsibility for the loss or, damage to property on the premises, nor do we accept responsibility for illness, injury, or death on the premises, except for those proven and found to be as a direct result of our negligence. Vehicles parked on the hotel property and all contents therein are the responsibility of the member and The Fitness Club will not accept any liability for loss or damage to any property, vehicles, or possessions while on the premises. It is the members responsibility to ensure that they are fit to use the facilities and members should inform us in writing if any health or any medical conditions experience change, or if the member feels that they require further consultation or attention by The Fitness Club team.
18. From time to time, we would like to send you information about products and services of ours that we think would be of interest to you. By supplying your email, you agreed to receive marketing.
19. GDPR notice: By signing this form and becoming a member, I expressly consent to the retention of my name, e-mail address and any other personal details I have provided on this form for the sole purposes of the completion of this form and dealing with my membership. I also acknowledge that this data will be retained for training or mentoring purposes of me being a member and that I may seek removal of my data or complete a subject access request. I understand that my data (name and e-mail and any other personal details) will be stored on a secure server for this purpose and that it will not be shared with anyone.
20. If the applicant for membership is under 18 years of age, the consent of their parent or legal guardian is required.
21. On joining The Fitness Club, the member accepts and agrees to be bound by the above terms and conditions of membership, which incorporates The Fitness Club members code of conduct (copy available upon request).
22. Members, having been provided with the contract and terms and conditions of membership and/or use of the facility, are deemed to have consented and accepted the terms as stated and must then adhere to the terms and conditions, club's policies and safety information of membership.
23. The Fitness Club management reserve the right to close the club fully or partially on a temporary basis at other times for operational reasons.

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- 24. I acknowledge that in order to activate my membership I must supply a photograph, valid e-mail address and mobile phone number and understand that these will be retained in line with The Fitness Club GDPR policy. Access to the centre will only be possible once these have been issued and signed off.
- 25. I confirm that the given data is correct to the best of my knowledge. The data can be changed again by logging into Client Portal/ contacting your local club after completing the registration.
- 26. This agreement commences once you have indicated your acceptance either in the Club or in the Declaration section of the web sign up process.
- 27. If you wish you to be removed from our mailing system you can do so at any time by emailing [info@inuahospitality.ie](mailto:info@inuahospitality.ie)
- 28. If you did not sign up on the club's premises you have 14 full days after signup to cancel this agreement for any reason, unless you have used the Club/visited the Club during that period. To exercise this right, please contact your local club. If you exercise this right to cancel, we will reimburse you the Membership Fee payments received from you using the same means of payment you used for the initial transaction.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_