



RULES AND CONDITIONS OF USE

1. Gymophobics is a franchise operation and each gym is individually owned and operated by a franchisee whose details are displayed in the reception area.
2. Clients (hereinafter referred to as 'members') are provided with use of the facilities and advice for the purpose of improving their fitness and physical condition. Members must make the lifestyle changes recommended by Instructors to maximise the benefits and no guarantees relating to individual members results are given or implied by Gymophobics.
3. Membership is only valid at the Centre of purchase though some Centres may allow visiting members from other Gymophobics temporary use of their facilities for a limited period. In this event some Centres may charge. Free time, discounts and other promotions are only valid at the Centre where the membership was purchased. Always check availability with the Centre you intend to visit.
4. In the event of your Centre being sold your membership is automatically transferred to the purchasers.
5. Memberships are valid at the place of purchase but the Franchisee/Owner reserves the right to move premises within a three mile radius when necessary.
6. Gymophobics will use its best endeavours to ensure that all equipment and facilities are maintained in full working order, but cannot be held responsible for the unavailability of equipment when breakdowns occur. Gymophobics will make every effort to ensure speedy repair and return to use.
7. Members use Gymophobics at their own risk. In the unlikely event of injury or incapacity during members' use of the equipment, facilities or services, Gymophobics cannot be held responsible.
8. Members are advised NOT to take valuables onto the premises but when they do so, are requested to use the lockers which are provided for member's use whilst on the premises. Gymophobics cannot be held responsible for loss or damage to member's property. Some Centres may charge for use of their lockers.
9. Gymophobics does everything within its power to ensure the health and safety of its members and personnel. It is the duty of members to use the equipment and facilities responsibly and to take all possible steps to minimise the risk of injury to themselves and to others by immediately reporting to the management any accidents, hazards, breakages, or anything else which they consider might constitute a risk to health and safety. In the event of a fire, members must raise the alarm and exit in accordance with the Fire Drill displayed in the premises.
10. Members may not use any equipment or facilities without the express permission and supervision of Gymophobics personnel. The said equipment and facilities may only be used in the manner prescribed by the said authorised personnel. Members must refrain from use of Gymophobics equipment, facilities or services when expressly advised to do so by their doctor or medical consultant.
11. Members agree to do everything possible to minimise their risk of injury or incapacity by a) declaring their medical history / condition in full on commencement, and b) by following the exercise programme prescribed by Gymophobics personnel.
12. Members will report to Gymophobics any change in their medical condition, or any variation in the advice they receive from their doctor or medical consultant.
13. Members agree to wear appropriate clothing and footwear at all times when using Gymophobics equipment and facilities. Smart, clean loose clothing, i.e. trousers, tracksuit or shorts and top, plus trainers, are considered appropriate. Jeans, skirts, dresses and outdoor shoes are NOT permitted.
14. Gymophobics reserve the right to refuse admission to a member when they consider this to be desirable and shall not be obliged to give a reason. They shall be entitled to eject and/or suspend a member if, in their opinion that member's conduct is such that it may bring the facility into disrepute, or interfere with the wellbeing and quiet enjoyment of other Users, or if it amounts to breaking the rules and conditions of use, or constitutes unreasonable behaviour. In these circumstances, Gymophobics will be under no liability to refund fees or otherwise.
15. Following enrolment, all fees are due on the dates agreed, regardless of the member's attendance or non-attendance. In the unlikely event that a member is suspended for contravention of the Rules and Conditions of Use, including non-payment of fees, any outstanding fees remain due and payable on the dates agreed at the time of enrolment.
16. Gymophobics and its personnel are committed to treat members with friendship and courtesy at all times. Members are required to treat other members and guests, and Gymophobics personnel, in the same manner.

17. No one is permitted to enter or use Gymophobics facilities while under the influence of alcohol, and bad language or rude or threatening behaviour will result in eviction and possible suspension..
18. Gymophobics hours and days of opening are set by the Franchisee who reserve the right to alter these if considered necessary. Centres operate on reduced hours at weekends and Bank Holidays and may be closed over the Christmas period. Consult the management for clarification
19. All sessions are by prior appointment and members are expected to inform Gymophobics by telephone when possible if unable to attend, giving as much notice as possible. In the event that a member fails to keep a scheduled appointment for either an Induction or a Re-assessment, the Franchisees may (at their discretion) make a charge.
20. Members are expected to be punctual for their appointments to avoid inconveniencing other members. Punctuality involves being ready to commence exercise at the designated appointment time. In the event of a member arriving late for an appointment she must be prepared to miss her session altogether or miss one or more exercise stations at the start of her circuit. Members arriving early are not permitted to commence their exercise circuit until their allotted appointment time unless no other member is ready to commence.
21. Members must pre-book sessions by printing their name and membership number in a designated time slot on the Appointment Sheet at reception. Appointments may also be made and cancelled, via the telephone. Appointments may not be recorded for more than one week ahead. Members are recommended not to book sessions on consecutive days. On arrival for each session, members must record their attendance by initialling the Appointment Sheet in the appropriate column. They must also remove their Programme Card from the file and take this around the exercise circuit with them. On completion of each session, members must date their Programme Card and post it in the receptacle provided.
22. A session is considered to be one complete circuit of the ten exercise stations. Each session takes 30 minutes to complete and it is not permissible to extend this time period as this would delay other members following on behind. Members must observe the traffic light system when exercising and change stations whenever the display changes from green to red. On completion of the circuit, members may not commence a second circuit unless this has been pre-booked with the agreement of Gymophobics personnel. For most members, one half hour circuit per session is sufficient to achieve results.
23. Members may not sell, or propose the sale of goods or services, nor organise collections or petitions within Gymophobics premises, without the consent, in writing, of the Franchisee.
24. Up front fees and monthly payments must be paid as agreed at the time of enrolment regardless of attendance or non-attendance. In the event of non-payment, Gymophobics reserves the right to withdraw their services and facilities until payment is made. Fees paid are non-refundable.
25. In the event of a member becoming pregnant, membership can be suspended and resumed following the birth. The suspension will cease no later than twelve weeks following the birth, except where a Doctor advises in writing a longer period of recovery. When a membership is suspended the time lost during the suspension will be added to the end of the membership expiry date. Fees must continue to be paid during the suspension period.
26. Though membership fees are non-refundable, Franchisees may, at their discretion, agree to transfer any unused portion of the membership to a person of the member's choice providing that the membership fee is paid in accordance with the method agreed. In the event of a transfer being authorised, the Franchisee will levy a £25 administration charge.
27. Suspension of memberships may be granted when a member is unable to attend for a period of not less than four weeks due to medical reasons. A Doctor's note confirming the member's inability to exercise must be supplied. Suspensions will only be granted for a maximum of two months. If a further period of suspension is required the member must reapply. When a membership is suspended all the time lost during the suspension will be added to the end of the membership expiry date. Fees must continue to be paid during the suspension period.
28. Memberships are usually for a twelve month period unless otherwise arranged at the time of enrolment. On enrolling as a member there is a 14 day cooling off period, during which a member may cancel her membership. In such circumstances if the member has received an induction and made use of the facilities during the cooling off period then a charge to cover such service will be deducted from any refund offered. Refunds are discretionary and are at the decision of the gym owner.
29. Members may from time to time, receive information from the Franchisee or the Franchisors by post, email or text regarding promotional offers and general information. Should you not wish to receive such information please inform your Gym in writing.
30. Members who refer a friend who enrolls for a full twelve month membership are entitled to a discount of £5 per month off their own monthly payments for a maximum period of twelve months. In the event that the friend ceases to make their scheduled payments the member who referred them will lose their discount. For other T's & C's apply to the management.
31. Members agree to be bound by these Rules and Conditions of Use which may be amended from time to time at the management's discretion. Non members and Guests who use Gymophobics facilities agree to be bound by these Rules and conditions of Use.