

INTRODUCTION

To help you get the best out of Atrium Health, Centre for Exercise & Health, and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

These terms and conditions apply to all our members and their guests. They are necessary to ensure we can offer an enjoyable and safe environment for you, your guests and other members during every visit to our facility. These terms and conditions apply at all times and supersede any previous versions.

To help make these terms and conditions easy to understand, they have been divided into two sections:

- **Part A** – Terms and conditions of membership

All members and guests are required to observe the same terms and conditions.

- **Part B** – Rules and regulations for using facilities

If you have any questions, a member of our team will be happy to help you.

Part A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A

You – The member

We and **us** – Atrium Health Limited

1. Members' Responsibilities

- a Every person who signs a membership application or applies online will be individually responsible under this agreement.
- b Accordingly, you will be responsible for paying all appropriate membership fees for yourself.
- c You must observe the rules and regulations regarding the use of facilities, as detailed in Part B.

2. Notice

- a** Pay-as-you-go memberships are valid for one day only. Therefore, we do not require notice if you wish to cancel.
- b** Monthly memberships are calculated in whole calendar months. Accordingly, if you wish to cancel, we require a full calendar month's notice. If less than one full calendar month's notice is received, you may be required to pay an additional month's direct debit charges.
- c** From time to time, it may be necessary to contact you regarding your membership. It is therefore important that you advise us if your address, contact phone number or email address changes.

3. Membership types and length of membership

- a** Monthly Direct Debit- Your membership will begin on the day you make your membership application. It will run for at least one calendar month and will continue until you provide us with at least one calendar month's notice.
- b** Monthly Direct Debit Concessionary Rate- This membership is only available to valid 'Passport to Leisure' card holders. Your membership will begin on the day you make your membership application. It will run for at least one calendar month and will continue until you provide us with at least one calendar month's notice.
- c** Pay As You Go- Your membership will begin on the day you make your membership application and will run for one day only.
- d** Pay As You Go Concessionary Rate - This membership is only available to valid 'Passport to Leisure' card holders. Your membership will begin on the day you make your membership application and will run for one day only.

4. Membership cards

- a** Shortly after applying for membership, you will be issued with a membership card. Please bring this card with you each time you visit the centre.
- b** Your membership is personal to you and cannot be transferred to anyone else. You must not lend your membership card to another person.

5. Changing your membership

- a** We realise that your needs can change over time. Please contact us if you wish to amend your membership category.
- b** It may be necessary to provide proof of entitlement for any new membership category you apply for. For example, if you apply for a concessionary membership rate, we will need to view your valid 'Passport to Leisure' card.

6. Guests

- a** Each member is entitled to introduce one guest member.
- b** When applying for guest membership, the guest will be required to pay for and complete a fitness assessment and/or a gym induction, if required. Please ask at reception for details.

7. Cancelling your membership

We are entitled to suspend or cancel your membership in the following circumstances:

If you repeatedly contravene this membership agreement or the centre's rules.

If you use rude or abusive language, or physically threaten a member of staff or fellow member in a violent or aggressive manner.

If we receive any complaint about your behaviour; you persistently behave inappropriately; or we believe that your continued membership is not in the interests of other members of the centre.

8. If you do not pay your membership fee when it is due

- a** If your Direct Debit membership fee is not paid when due, we will contact you to let you know. You will be asked to pay the missed instalment in person by cash or card on your next visit.
- b** If your direct debit instruction is still in force we will try to take the amount due the following month as scheduled.

9. Changing your membership fees and this agreement

- a** Membership fees are reviewed each year in the light of increasing operating costs. A minimum of one month's notice will be given for any increase in membership fees.

- b** From time to time, it may be necessary to make reasonable changes to this agreement, the terms and conditions in Part A, or to the rules and regulations in Part B. In such circumstances, we shall provide ample notice before implementing any amendments to the centre or the services we provide.

10. Making changes to the centre or its facilities, services and activities

- a** Whenever possible, advance notice of any changes to the facilities, services and activities offered by Atrium Health Ltd will be communicated via the centre's noticeboard, display screens and website.
- b** If it is necessary to close the centre for reasons outside our control, e.g. in extreme weather, we will communicate these closures on our website and on social media.
- c** Details of the centre's opening and closing times are provided on our website and information leaflets. Opening times may vary during the Christmas period and on other bank holidays. We will advise you about these temporary changes via our noticeboards, display screens, website and social media.

11. Complaints

- a** We are committed to ensuring our members are happy with the service we provide. However, we understand that sometimes things don't go according to plan. If you have a complaint, please let us know as soon as possible, in order that we can fully investigate and resolve matters.
- b** If you have a complaint, please raise your concerns initially with a member of staff. If you are not satisfied with their response, then please contact the manager on duty.

12. Liability

- a** We cannot accept liability for damage or loss to your property at the centre, other than that arising from our own negligence or failure to take reasonable care.
- b** We cannot accept liability for the injury or death of any member, child or guest at the centre, other than that arising from our own negligence or failure to take reasonable care.
- c** Nothing in these terms and conditions is intended to limit any rights you may have as a consumer.

13. Data protection

- a** Our procedures conform to the requirements of the Data Protection Act 1998 and, from 25th May 2018, the General Data Protection Regulations (GDPR).

- b** All information we hold about you is retained in line with our privacy policy, which is published on our website: www.atrium-health.co.uk. Alternatively, copies may be obtained on request from our centre's reception. If you wish to know what information is stored on our system, or require us to correct any information we hold about you, please raise the matter with a member of staff.

14. Children

- a** Unfortunately, we do not have facilities to accommodate children at the centre. Nevertheless, we understand that children may sometimes accompany you when you visit our premises. Any children on site must remain in the reception/café area and behave reasonably at all times. They must not put themselves or other people in danger, or prevent other members from enjoying the facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.

PART B – RULES AND REGULATIONS FOR USING OUR FACILITIES AND ACTIVITIES

Definitions that apply to part A

You – The member

We and us – Atrium Health Limited

1. General health and safety

- a** Your safety is our main priority. To ensure the well-being of members and guests, you must pay particular attention to all signs relating to health and safety issues at the centre. If you do not understand a notice or sign, please ask one of our staff.
- b** Fire exits are clearly marked at the centre. If there is a fire, or if you hear the fire alarm, you should make your way outside through the nearest available exit and assemble at the front of the building. Staff will be on hand to assist and direct you.
- c** If you suffer an accident or injury at our centre, you must report it - and the circumstances under which it occurred - straight away to a member of staff.
- d** While you are at the centre, we expect you to behave appropriately, respectfully and politely. You will be asked to leave if we feel you are behaving improperly.

- e** When using the gym or taking part in physical activities, you must always wear clothing and footwear that is clean and suitable for exercise. If we feel your clothing is inappropriate, we may ask you to change it, or to stop using the facilities.
- f** It is particularly important that you do not visit the centre or use the facilities if you have an infectious illness or condition. Please note that you must be free from symptoms (notably sickness and/or diarrhoea) for at least 48 hours before returning to the centre.

2. Car parking

- a** Unfortunately, we cannot offer car parking facilities for members. The small car park to the front of the premises is for staff only. Members or visitors parking here will be asked to move.
- b** The nearest car park is the APCOA Skydome Car Park, Croft Road, Coventry, CV1 3AZ . We are pleased to offer a discounted rate for this car park. On street pay-and-display parking is also available near the centre.
- c** Members and visitors with a disabled parking badge may park in any free space, provided their vehicle does not cause an obstruction.

3. Lockers

- a** All personal belongings are brought to the centre at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b** If you leave your belongings in a locker overnight, we reserve the right to remove them. They can then be reclaimed from reception within the following two weeks. After this time, we will not be responsible for any items and may dispose of them.
- c** If you find lost property, you must hand it into reception.

4. Gym and fitness facilities

- a** Our aim is to promote a healthy and fulfilling lifestyle for all. Exercise is a key element in the innovative health programmes that support our commitment to improve the wellbeing of individuals and local communities. We understand and acknowledge that everyone has different abilities, fitness levels, skills and targets. Accordingly, we ensure that every member's exercise plan is tailored to their own specific needs.

- b** Always undertake exercises as demonstrated by your instructor. No claims can be accepted for injuries caused through the misuse of equipment or incorrect performance of exercises.
- c** If you have been unwell, feel unwell or see someone else in need of assistance, you must inform a member of staff immediately.
- d** If your medication changes, you must inform a member of the exercise team before starting to exercise.
- e** You should always make sure that you warm up properly and take time to cool down after your activity.
- f** No smoking is permitted inside or outside the centre at any time.
- g** To avoid the risk of choking, you must not chew gum while using the gym or taking part in any physical activity.
- h** Please bring a small gym towel to wipe down equipment after use.
- i** Items of unclaimed lost property will be held on site for one calendar month prior to disposal.