

Terms & Conditions

1. The terms and conditions set out below, together with the provisions set out on the Membership Agreement (the 'Terms') apply to the gym membership contract between "you" (the member named on the Membership Agreement) and "us", Dawn Lamb Fitness Ltd (company registration number 10307759), trading as Elyte Fitness, as from the Membership Valid from date set out on the Membership Agreement.
2. By agreeing to the Membership Agreement, you are agreeing to become a member of Dawn Lamb Fitness Ltd, trading as Elyte Fitness and be bound by the Terms. You will become a member of Elyte Fitness.
3. As a member, you agree to provide a recent photograph/unique I.D. for the purposes of your membership and at all times follow our club rules ("Club Rules"), which relate to your use of Elyte Fitness and your behaviour in our club. The current version of our Club Rules is available at the club.
4. You will pay your membership fees in accordance with the payment option selected by you on the Membership Agreement, being either:
 - a. – monthly; or
 - b. – in full up front.
5. If you have elected to pay monthly by Direct Debit and the first direct debit due date is different than the membership valid from date, you may be required to make a pro rata initial payment in respect to the first month of your membership as specified on the membership agreement. Please note depending on the date of membership purchase your first direct debit payment may fall on or just after 1st or 15th of the following month. Subsequent Direct Debit payments will be collected thereafter on or around the 1st or the 15th of the month.
6. Memberships can be paid either monthly by Direct Debit or by a Pre-Paid Plan.
7. Unless we agree otherwise you are required to pay a joining fee.
8. Unless cancelled by us under paragraph 15 or by you under paragraph 12, your membership:
 - a. should you pay the full amount up front is for a period of 14 months and will come to an end upon expiry of the 14-month membership period, unless you elect to renew and enter into a new

membership agreement for 14 months. We will contact you in advance of the expiry date to arrange your renewal and payment; or

- b. should you pay by monthly direct debits for a period of 12 months the contract will automatically renew for a further period of 12 months. At the end of each 12-month period you have the option to renew your contract to a monthly plan, or a pre-paid plan by paying the full value of your chosen membership at the prevailing rate in one upfront payment. Please note that if you do pay by monthly direct debit we do not provide a reminder that your membership is due to renew.
9. If your monthly payment is cancelled or becomes overdue, we may refuse entry to our facilities and/or we may at our discretion apply additional charges of up to £25 "administration charge".
10. Unless otherwise provided for in these Terms, we do not offer refunds for non-usage of club facilities.
11. We may reasonably revise these Terms from time to time. We will endeavour to provide you with reasonable advance notice where this is appropriate due to the nature of the revision. We will notify you by either prominently displaying a sign at the Fitness club and/or amending the Terms on our website at www.elytefitness.co.uk. In certain circumstances, you may have the right to cancel your membership as a consequence of such revision. Please refer to paragraph 13 below for details.
12. Revising the price of your membership fee: we will give you at least 10 working days' notice of any change in membership fees applicable to you as per the Direct Debit Mandate guarantee. Any change to the price of gym membership will not affect the price you pay until the end of your 12 or 14-month membership period. Please note your right of cancellation set out at paragraph 13(1) below.
13. You may cancel your membership:
 - a. by giving us at least one full calendar months' written notice to cancel your membership to take effect at the end of a calendar month. During the first 14-month membership period the cancellation of your membership cannot take effect earlier than the end of the 12th month for a 12 month contract. For Membership

Renewal Periods, cancellation can take effect at any time by providing at least one calendar months' written notice as stated above, even during the first 6 months of that Membership Renewal Period;

- b. by providing notice of cancellation at any time if one or more of the following applies (a "change in circumstance"):
 - i. – you are unable to use Elyte Fitness because of a genuine and serious injury or illness which results in you being unable to use Elyte Fitness facilities for a period of 2 months or more, and this is evidenced by reasonable supporting evidence, such as a Doctor's note; or
 - ii. – you are made redundant or otherwise lose your job and provide us with reasonable supporting evidence, such as a letter from your employer on company headed paper or proof of entitlement to Jobseeker's Allowance; or
 - iii. – you move house or your principal place of employment is changed and your new home and new principal place of employment are located more than 10 miles from Elyte Fitness centre. Proof of relocation must be provided in the form of a utility bill, bank statement or signed tenancy/mortgage agreement. Other forms of documentation may be considered at the discretion of Elyte Fitness.

if none of the above circumstances in (2) apply and you are affected by other unforeseen extenuating circumstances, we may at our discretion (and on an individual basis) consider a request by you to cancel your membership. Any such request shall be made to the Elyte Fitness management; or

14. by giving notice of cancellation if we significantly reduce the opening hours at the Club or we significantly reduce the range of facilities available by removing access to the gymnasium on a permanent basis. We will give you at least one calendar months' notice of any such change. We must receive your notice of cancellation within that calendar month and your membership will be cancelled at the end of that calendar month.
15. Requests to cancel your membership should be made in person at Elyte Fitness, with written and signed letter.

16. Reimbursement of membership fees:

- a. should we cancel your membership under paragraph 15 below you will not be entitled to a refund (pro-rata or otherwise) for any of your membership fees.
- b. should your membership be cancelled under paragraph 13 above, we will refund to you any membership fees you have paid which relate to any period after the date of cancellation of your membership but should you cancel a Pre-Paid Plan membership in accordance with paragraph 13(1) we reserve the right to reclaim a reasonable sum to reflect the price difference between the Pre-Paid Plan and the Monthly Payment / Direct Debit Plan membership that you have enjoyed up until the point of cancellation.
- c. We will apply a £25 "administration fee" where you cancel your membership under paragraph 13(1), 13(2) or 13(3) above.

17. You must conduct yourself in a quiet, well-mannered fashion at all times.

We may cancel your membership immediately should you harass, threaten or abuse our staff or members of Elyte Fitness, maliciously damage our property, or should you commit any illegal act whilst on our facilities.

18. Any complaints unresolved at the time of incident will be referred to and dealt with by the Club manager.

19. We shall be entitled to make minor alterations, carry out remedial repairs or maintenance without prior notice to any of our clubs, though of course, every consideration will be made to minimise inconvenience.

20. Cancellation notice:

- a. any notice that you are required to provide to us must be communicated in person at the club, by written and signed notice. If due to illness, injury or other extenuating circumstance you are unable to provide written notice, please contact us by telephone and we may at our discretion (and on an individual basis) allow you to provide your notice by other reasonable means.
- b. should we be required to provide you with notice (other than under paragraph 11(1) or 12(3)) we may do so by prominently displaying a sign at the Fitness clubs and/or by displaying such changes on our website.

- c. any notice to be given to you must be in writing at the address stated on the Membership Agreement or such other address you notify to us in writing.

Should you renew your membership under paragraph 8(1) within 30 days of the date on which your previous membership expired or should your membership automatically renew under paragraph 8(2), then the new membership period is referred to in these Terms as the "Membership Renewal Period".

Additional Terms and Conditions for Bridging Members

21. Bridging members should be 17-21 years of age and undertake an induction upon joining.
22. Standard cancellation rules apply.
23. Should a Bridging member turn 22 years old during their membership;
 - a. the membership will automatically change to an standard peak membership and the monthly membership fees will be altered in accordance with the membership rates in place at the time.
24. Should a Junior member turn 17 years old during their membership;
 - a. Upon turning 17 years old, the membership will automatically change to Bridging membership and the monthly membership fees will be altered in accordance with the membership rates in place at the time
25. Membership is via application at the club only and subject to any joining fees.

Additional Terms and Conditions for Kids Members

26. Kids members' usage times are Monday – Friday 4.00pm – 6.00pm, Weekends 8.30am – 11.00pm (Please check current information, as times may vary).
27. Kids members cannot use the gymnasium
28. Kids members must be accompanied by parent / guardian whilst in the club
29. Kids members cannot introduce guests

Liability

You use our facilities, appliances and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or fraud by us or our staff.

If you engage in club activities or make use of our facilities, you are responsible for ensuring that you are properly equipped and that your state of health and physical condition is such as not to involve any risk to you or any other person making use of our club.

If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

A parent/guardian is responsible for any Kids members aged and agrees to the member using the facilities in a responsible manner and to abide by the club rules and regulations.

Direct Debit Mandate Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. Please note only UK bank accounts are acceptable for Direct Debit payments.

Pre-Exercise Medical Screening

30. Do you have a history of heart problems?
31. Do you have a history of lung problems?
32. Have you had chest pains or tightness in the chest?
33. Do you suffer from exercise induced asthma or other respiratory problems?
34. Do you suffer from headaches/fainting/ dizziness?
35. Do you have pain/limited movement in any joint that could be made worse by a change in your physical activity?
36. Do you have diabetes?
37. Do you have epilepsy?
38. Have you had a recent operation/chronic illness/injury?
39. Are you pregnant / post-natal?
40. Do you know of any other reason why you should not do physical activity?
41. Is there a history of heart problems in your family?
42. Do you have high blood pressure?

43. Do you have a back problem that could be made worse by a change in your physical activity?
44. Do you smoke?
45. Are you currently taking any medication?

I am aware of and understand the potential risks associated with physical exercise and I am voluntarily partaking in these activities with a knowledge thereof.

I have had the opportunity to ask questions regarding activities, use of equipment, other related activities and to have the benefit of an induction programme. Any questions I have asked have been answered to my satisfaction.

The questionnaire attached hereto has been completed to the best of my knowledge and belief.

– I understand that if there is a change in my condition at all, I must inform the Club Management in order that my training can be re-assessed.

– Without prejudice to the above, Dawn Lamb Fitness, trading as Elyte Fitness, accepts no liability for loss or damage of whatsoever nature and howsoever arising caused to me or suffered by me whilst on the premises, UNLESS such loss or liability is caused by the negligent act of the Club.

– I understand that ALL membership fees are non-refundable. I acknowledge that my membership is for a fixed period of 1, 12 or 14 months however I can cancel my membership after my initial contract period is over by providing one full months calendar written notice to start at the end of a calendar month. I accept that I must give a full calendar month notice of cancellation. All members who wish to cancel their membership must do so in person, by written notice, failure to do so will result in the claiming of another direct debit payment. Dawn Lamb Fitness do not accept cancellation requests by e-mail or phone call.

– I have read, understand and accept the rules, terms and conditions laid down by the club and agree to abide by them. I understand that the club may from time to time make changes to the club without prior notice.

Pre-Exercise Medical Screening for Kids members

46. Does your child have bone or a joint problem which could be made worse by physical activity?
47. Does your child suffer from asthma that adversely affects him or her during physical exercise?

48. Do you know of any other reason why your child should not participate in or should take extra care when engaging in physical activity?

Condition

If you have answered yes to any questions 1-11, we strongly recommend that you obtain your doctor's consent prior to exercise, and undertake an induction programme prior to using the facilities. If you have answered yes to questions 12-16, you are advised to limit your activities to a moderate intensity, and undertake an induction programme prior to using the facilities.

To ensure maximum physical fitness to you and to increase your safety within the fitness club, we strongly recommend that you undertake the supervised induction whatever your physical condition.

Gymnasium terms and Conditions

General

49. To access and use the Elyte Fitness facilities, you must hold an active, paid to date membership at Elyte Fitness. Should you find that you cannot gain access to the facility, then you should contact the club manager.
50. The management reserves the right to prevent, amend or restrict access to the facility at any time.
51. The management reserves the right to restrict part or full access to any part of the facility for technical, administration or legal reasons.

Online Registering and Logging in

52. To register for use of the online registering and booking facility, you must provide a valid email address and mobile telephone number. This data will be updated to your membership account held at the fitness club.
53. You will be asked to choose a password. You must treat such information as confidential and you must not disclose it to any third party.
54. Elyte Fitness has the right to disable any password whether chosen by you at any time if, in our opinion, you have failed to comply with any of the provisions of these terms of use.
55. You will be given the opportunity to edit specific information within your online registering and booking account. This will be updated to our membership database. Changes to data may take 24 hours to update.

56. Once registered, Elyte Fitness will ask you for your email address and password to access your online registering and booking facility account.
57. Should any information on your online registering and booking facility account be incorrect and you do not have the ability to update it then please contact your Fitness Club manager.

Security

58. You are expected to take reasonable steps to maintain the security of your computer. *E.g. install antivirus software and carry out your own virus checks.*
59. You must log out of the online registering and booking facility when finished, to prevent unauthorised access to your data. If you are going to leave your computer unattended you should log out of the members' area first.
60. You should not write down or record your password in any way that could be understood easily by someone else. You should never disclose your password to a third party.
61. Should you suspect that someone knows your password then you should change this in the members' area. If you have forgotten your password, you should re-register at the log in page to create a new one.

Data and Information

62. While every reasonable effort is made to ensure that the information provided on our website is accurate, no guarantees for the accuracy, completeness, usefulness or reliability of information are made.
63. All information provided within the online registering and booking facility, in relation to your club or membership facilities are for information purposes only.
64. Elyte Fitness does not accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using our website.
65. Any data provided when registering, logging in or using the online registering and booking facility will be used to update our membership database and the information held on you at the fitness club you joined. This is to ensure the accuracy and completeness of data held on our systems.

66. Should you not understand any of the information contained within the online registering and booking facility or need further clarification then you should discuss this with your fitness club general manager.

Class Booking Terms and Conditions

General

67. All group exercises classes can be booked online for all fitness clubs. Booking is based on a *"first come, first served"* basis and there are no preferential booking windows for specific membership types.
68. Members who book in advance are guaranteed a space at their class, over members who have not booked.
69. As a service standard, we recommend that you book online to guarantee your place in the class. Members who choose not to book in advance do so at their own risk.
70. Advance bookings can be made 7 days in advance.
71. Classes cannot be booked for more than one person.
72. Members will receive an automated confirmation email of successful booking. We advise that this is retained.
73. If the member has not booked they must let reception know they are attending the class.
74. Advance booking online requires an active internet connection or access to a computer or device which will allow such connections. Bookings are made via the secure online Elyte Fitness website. You can log in to the online booking facility at www.elytefitness.co.uk.
75. If a member does not have the ability to book a class online, then they may book via the terminal held within the Fitness Club. We do not operate a telephone booking system; therefore, these bookings should be made in person at the fitness club. All other conditions of the online booking system apply.
76. All normal Elyte Fitness terms and conditions of membership apply. These can be found above.
77. By accessing and using the class booking system you indicate that you accept the terms and conditions of the website.

Bookings

78. Booking rights follow various membership access rights.

79. Booking rights follow subscription membership rights; for instance Gym only members will not be permitted to book classes in line with the terms of their membership.
80. Only memberships which are paid to date are eligible to book online. Should you find that you cannot book online then please contact your fitness club to discuss your membership.
81. Bookings can only be made by those who hold an Elyte Fitness membership.
82. If the class you are booking has a fee; this will be payable at the fitness club as normal.

Cancellations

83. If a booking needs to be cancelled, then this can be completed no later than 12 hours before the class start time.
84. You will only be permitted to cancel by telephone if your class was booked originally at the fitness club. Classes booked online must be cancelled online through the online booking facility.
85. On occasion, it may be necessary for a class to be cancelled or for the class type, instructor or location to be changed. Elyte Fitness reserves the right to do this at any time. Where possible advance notice to those members who have booked the affected class will be given, however this may not always be possible.
86. If a class is not cancelled (no show) or cancelled with less than 4 hours' notice for 3 times or more in any one period, the member will lose their advance booking rights for the period of their first thumbs down. Each thumbs down lasts for a period of 30 days.
87. Chargeable classes that are not cancelled will result in the class fee being charged.
88. General Managers will monitor abuse on a monthly basis through an exception report. Members who continually book then cancel may receive a warning or lose their advance booking rights.
89. Members on the reserve list will be placed on the register if a space becomes available in the order of reservation and will receive an e-mail confirming this.